

# Arizona Ink Studios

## Terms Of Use

These terms govern your use of our website or services (collectively, “Services”) and software that we include as part of the Services, including any applications, Content Files (defined below), scripts, instruction sets, and any related documentation (collectively “Software”). By using the Services or Software, you agree to these terms.

### 1. How this Agreement Works.

- 1.1. Choice of Law. Your relationship is with Arizona Ink Studios, a United States company, and you agree to be bound by the laws of Iowa and the laws of the United States.
- 1.2. Eligibility. You may only use the Services if you are over 13 years old.
- 1.3. Privacy. For information about Arizona Ink Studios’ data protection and collection practices, please read the Arizona Ink Studios Privacy Policy located in the site footer of [Arizonalnkstudios.com](http://Arizonalnkstudios.com). By using the Services or Software you agree to the terms of the Privacy Policy.
- 1.4. Application Usage Data. You have the option to share information with Arizona Ink Studios about how you use our Services and Software. This information is associated with your Arizona Ink Studios account and allows us to provide you with a more personalized experience, and helps us improve product quality and features.
- 1.5. Availability. Pages describing the Services are accessible worldwide but this does not mean all Services or service features are available in your country, or that user-generated content available via the Services is legal in your country. We may block access to certain Services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the Services is legal where you use them. Services are not available in all languages.
- 1.6. Modification. We may modify, update, or discontinue the Services, Software (including any of their portions or features) at any time without liability to you or anyone else. However, we will make reasonable effort to

notify you before we make the change. We will also allow you a reasonable time to download your content.

## **2. Use of Service.**

- 2.1. License. Subject to your compliance with these terms and the law, you may access and use the Services.
- 2.2. Arizona Ink Studios Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Services and Software. We reserve all rights not granted under these terms.
- 2.3. Storage. When the Services provide storage, we recommend that you continue to backup your content regularly. We may create reasonable technical limits on your content, such as limits on file size, storage space, processing capacity, and other technical limits. We may suspend the Services until you are within the storage space limit associated with your account.
- 2.4. User-Generated Content. We may host user-generated content from our users. If you access our Services, you may come across content that you find offensive or upsetting. Your sole remedy is to simply stop viewing the content. If available, you may also click on the "Abuse" button to report the content to us.
- 2.5. Content Files. "Content Files" means Arizona Ink Studios provided files such as images, videos or sounds. Unless the documentation or specific license associated with the Content Files state otherwise, you may not use, display, modify, reproduce, and distribute any of the Content Files. You may not claim any trademark rights in the Content Files or derivative works of the Content Files.
- 2.6. Pre-release Version. We may designate the Software or Services, or a feature of the Software or Services, as a pre-release or beta version ("Pre-release Version"). Pre-release Version does not represent the final product and may contain bugs that may cause system or other failure and data loss. We may choose not to release the Pre-release Version. You must promptly cease using the Pre-release Version and destroy all copies of Pre-release Version if we request you to do so, or if we release a

commercial version of the Pre-release Version. Any separate agreement we enter into with you governing the Pre-release Version will supersede the provisions on Pre-Release Version set out in this section.

### **3. Your Content.**

- 3.1. **Ownership.** You retain all rights and ownership of your content. We do not claim any ownership rights to your content.
- 3.2. **Licenses to Your Content in Order to Operate the Services.** We require certain licenses from you to your content to operate and enable the Services. When you upload content to the Services, you grant us a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable license to use, reproduce, publicly display, distribute, modify (so as to better showcase your content, for example), publicly perform, and translate the content as needed in response to user driven actions. This license is only for the purpose of operating or improving the Services.
- 3.3. **Our Access.** In order to perform the Services, we may access, view, or listen to your content to respond to support requests; detect, prevent, or otherwise address fraud, security, unlawful, or technical issues; and enforce these terms.

### **4. Sharing Your Content.**

- 4.1. **Sharing.** Some Services may provide features that allow you to Share your content with other users. "Share" means to email, post, transmit, upload, or otherwise make available (whether to us or other users) through your use of the Services. Other users may use, copy, modify, or re-share your content in many ways. Please consider carefully what you choose to Share as you are entirely responsible for the content that you Share.
- 4.2. **Level of Access.** We do not monitor or control what others do with your content. The system will default to its most permissive setting. It's your responsibility to let other users know how your content may be shared.
- 4.3. **Comments.** The Services may allow you to comment on content. Comments are not anonymous, and may be viewed by other users. Your

comments may be deleted by you, administrators, or us.

- 4.4. Termination of License. You may revoke this license to your content and terminate our rights at any time by removing your content from the Service. However, some copies of your content may be retained as part of our routine backups.
- 4.5. Feedback. You have no obligation to provide us with ideas, suggestions, or proposals (“Feedback”). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

## **5. Account Information.**

- 5.1. You are responsible for all activity that occurs via your account. Please notify [Support@ArizonaInkStudios.com](mailto:Support@ArizonaInkStudios.com) immediately if you become aware of any unauthorized use of your account. You may not Share your account information (except with an authorized administrator) or use another person’s account. An administrator may use your account information to manage your use and access to the Services.

## **6. Links to Other Sites.**

- 6.1. The Services and Materials may include links that will take you websites or services not operated by Arizona Ink Studios. Whether the link was provided by Arizona Ink Studios as a courtesy, or whether it was posted by a User, Arizona Ink Studios has no control over non-Arizona Ink Studios websites or services. You agree that we are not responsible for the availability or contents of any website or service we do not operate.

## **7. User Conduct.**

- 7.1. Responsible Use. Arizona Ink Studios consist of users who expect a certain degree of courtesy and professionalism. You must use the Services responsibly. Be respectful.

- 7.2. Misuse. You must not misuse the Services, Software, or content that we provide to you as part of the Services. You agree not to use, or to encourage or permit others to use, the Services to:
- 7.2.1. copy, modify, host, stream, sublicense, or resell the Services, Software, or content;
  - 7.2.2. share any Material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
  - 7.2.3. stalk, intimidate, and/or harass another;
  - 7.2.4. incite others to commit violence;
  - 7.2.5. harm minors in any way;
  - 7.2.6. share any Material that you do not have a right to Share under any Law or contractual or fiduciary relationship;
  - 7.2.7. share any Material that infringes any Intellectual Property Right or other proprietary right of any party;
  - 7.2.8. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - 7.2.9. forge headers or otherwise manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the Services;
  - 7.2.10. use the Services or Materials such that it will mislead a User into believing that they are interacting directly with Arizona Ink Studios or any Service;
  - 7.2.11. engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys, or other duplicative or unsolicited messages (commercial or otherwise);

- 7.2.12. use any Arizona Ink Studios domain name as a pseudonymous return email address;
- 7.2.13. share any Material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- 7.2.14. access or use the Services in any manner that could damage, disable, overburden, or impair any Arizona Ink Studios server or the networks connected to any Arizona Ink Studios server;
- 7.2.15. intentionally or unintentionally interfere with or disrupt the Services or violate any applicable Laws related to the access to or use of the Services, violate any requirements, procedures, policies, or regulations of networks connected to the Services, or engage in any activity prohibited by the Terms;
- 7.2.16. disrupt or interfere with the security of, or otherwise cause harm to, the Services, Materials, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Services or any affiliated or linked sites;
- 7.2.17. disrupt, interfere with, or inhibit any other User from using and enjoying the Services or Materials, or other affiliated or linked sites, Services, or Materials;
- 7.2.18. access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available through the Services;
- 7.2.19. market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Arizona Ink Studios;
- 7.2.20. reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Services or any Materials, use of any Service or Materials, or access to any Service or Materials;

- 7.2.21. use any data mining, robots, or similar data gathering and extraction methods in connection with the Services or Materials;
- 7.2.22. host, on a subscription basis or otherwise, the Services without Arizona Ink Studios' authorization, including any related application, to permit a third party to use the Services to create, transmit, or protect any content, or to conduct conferences or online meeting services for a third party;
- 7.2.23. defraud, defame, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
- 7.2.24. collect or store data about other Users in connection with the prohibited conduct and activities set forth in this section.
- 7.2.25. violate applicable law.

## **8. Use of Code.**

- 8.1. Code written to provide Services are governed by these Terms. Code from Services shall not be used, borrowed, stolen, or in anyway altered from the Service origin. Decompiling, altering, sniffing, or otherwise means to extract or misuse said Code is a violation.

## **9. Fees and Payment.**

- 9.1. Taxes and Third-Party Fees. You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees, foreign transaction fees). We are not responsible for these fees. Contact your financial institution with questions about fees.

## **10. Your Warranty and Indemnification Obligations.**

- 10.1. Warranty. By uploading your content to the Services, you agree that you have: all necessary licenses and permissions, to use and Share your content and the rights necessary to grant the licenses in these terms.

- 10.2. Indemnification. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.

## **11. Disclaimers of Warranties.**

- 11.1. Unless stated, the Services and Software are provided "AS-IS." To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Services. We further disclaim any warranty that the Services or Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; the results that may be obtained from the use of the Services or Software will be effective, accurate, or reliable; the quality of the Services or Software will meet your expectations; or that any errors or defects in the Services or Software will be corrected.
- 11.2. We specifically disclaim any liability for any actions resulting from your use of any Services or Software. You may use and access the Services or Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of any Service or Software.

## **12. Limitation of Liability.**

- 12.1. We are not liable to you or anyone else for: any loss of use, data, goodwill, or profits, whether or not foreseeable; and any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those resulting from loss of use, data, or profits, whether or not foreseeable, based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or arising from any other claim arising out of or in connection with your use of or access to the Services or Software.



12.2. The limitations and exclusions in this section apply to the maximum extent permitted by law.

### **13. Termination.**

13.1. Termination by You. You may stop using the Services at any time.

13.2. Termination by Us. If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your content. We may, at any time, terminate your right to use and access the Services or Software if:

13.2.1. you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);

13.2.2. we are required to do so by law (for example, where the provision of the Services or Software to you is, or becomes, unlawful);

13.2.3. we elect to discontinue the Services or Software, in whole or in part, (such as if it becomes impractical for us to continue offering Services in your region due to change of law); or

13.2.4. there has been an extended period of inactivity in your account.

13.3. Termination by Administrator. Administrators for a Service may terminate a user's access to a Service at any time. If an administrator terminates your access, then you may no longer be able to access content that you or other users have shared within that Service.

13.4. Survival. Upon expiration or termination of these terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive. Upon the expiration or termination of the Services, some or all of the Software may cease to operate without prior notice.

## **14. Investigations.**

- 14.1. Screening. We do not review all content uploaded to the Services, but we may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords that indicate adult content has been posted).
- 14.2. Disclosure. We may access or disclose information about you, or your use of the Services, when it is required by law (such as when we receive a valid subpoena or search warrant); to respond to your requests for customer service support; or when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public.

## **15. Export Control Laws.**

- 15.1. The Software, Services, content, and your use of the Software, Services, and content, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software, Services, and content. You agree to comply with all the laws, restrictions, and regulations.

## **16. Dispute Resolution.**

- 16.1. Process. For any concern or dispute you may have, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, you or Arizona Ink Studios must resolve any claims relating to these terms, the Services, or the Software through final and binding arbitration.
- 16.2. No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

16.3. Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or content in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **17. Modification.**

17.1. We may modify these terms or any additional terms that apply to a Service or Software to, for example, reflect changes to the law or changes to our Services or Software. You should look at the terms regularly. We will post notice of modifications to these terms on this page. We will post notice of modified additional terms in the applicable Service or Software. By continuing to use or access the Services or Software after the revisions come into effect, you agree to be bound by the revised terms.

## **18. Miscellaneous.**

18.1. English Version. The English version of these terms will be the version used when interpreting or construing these terms.

18.2. Notice to Arizona Ink Studios. You may send the notices to us at: [Support@ArizonaInkStudios.com](mailto:Support@ArizonaInkStudios.com).

18.3. Notice to You. We may notify you by email, within the Services, or other legally acceptable means.

18.4. Entire Agreement. These terms constitute the entire agreement between you and us regarding your use of the Services and Software and supersede any prior agreements between you and us relating to the Services.

18.5. Non-Assignment. You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent and any such attempt will be void. We may transfer our rights under these terms to a third party.

- 18.6. Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.
- 18.7. No Waiver. Our failure to enforce or exercise any of these terms is not a waiver of that section.

**19. DMCA.**

- 19.1. We respect the Intellectual Property Rights of others and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act (“DMCA”).

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