### TERMS AND CONDITIONS

### 1. Introduction.

- 1.1. **Acceptance of the Terms of Use.** The Terms of Use are entered into by and between you ("You" or "you") and Strada, LLC, doing business as Artory/Winston ("Company", "we", or "our" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "Terms of Use"), govern your access to and use of <a href="https://www.artory-winston.com">https://www.artory-winston.com</a> (the "Website"), including any content, functionality, and services offered on or through the Website, whether as a guest or a registered user. By using our Services (as defined below), you are agreeing to be bound by the Terms of Use. The services offered by us under the Terms of Use include any matters offered by us through or from the Website (the "Services"). Any new features or tools which are added to the current Services shall be also subject to the Terms of Use.
- 1.2. **Scope.** Please read the Terms of Use carefully before you use the Website. By using the Website or, if applicable, by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Terms of Use and our Privacy Policy, found on our Website, which is incorporated herein by reference. If you do not agree to the Terms of Use or the Privacy Policy, you must not access or use the Website. This Website is offered and available to users who 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.
- 1.3. Changes to the Terms of Use. We may revise and update the Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. If you do not accept such amendments, you must cease using the Services.
- 1.4. **Changes to the Website**. We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.
- 1.5. **No Investment Advice; No offer to sell or solicitation of an offer to buy any security.** Nothing on the Website shall be construed or deemed to be the provision of any tax, legal or accounting advice, and all information on the Website has been prepared for informational purposes only, and is not intended to provide, and should not be relied on for, tax, legal or accounting advice. You should consult your own tax, legal and accounting advisors before engaging in any transaction with us. Nothing on this Website should be construed as, and may not be used in connection with, an offer to sell, or a solicitation of an offer to buy or hold, an interest in any security.

## 2. Accessing the Website and Account Security.

2.1. We reserve the right to withdraw or amend this Website, and any material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

## 2.2. You are responsible for:

- a) Making all arrangements necessary for you to have access to the Website.
- b) Ensuring that all persons who access the Website through your internet connection are aware of the Terms of Use and comply with them.
- 2.3. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that any and all the information you provide on the Website is correct, current, and complete.

#### 3. Intellectual Property.

- 3.1. The Website and its entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 3.2. The Terms of Use license you to use the Website for your personal, non-commercial use, and such license is non-exclusive, non-transferable, non-sublicenseable and otherwise revocable by us in our sole and exclusive discretion. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:
  - a) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
  - b) You may store files that are automatically cached by your Web browser for display enhancement purposes.
  - c) You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
  - d) If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
  - e) If we provide social media features with certain content, you may take such actions as are enabled by such features.

### 3.3. You must not:

- (a) Modify copies of any materials from this Website.
- (b) Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- (c) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- 3.4. You must not access or use for any commercial purposes any part of the Website or any materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: staff@artory-winston.com.

- 3.5. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by the Terms of Use is a breach of the Terms of Use and may violate copyright, trademark, and other laws.
- 3.6. **Trademarks**. The Company name, the terms, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.
- 3.7. **Copyright Infringement**. If you believe that any User Contributions, as defined in Section 5, violate your copyright, please send us a notice of copyright infringement to: <a href="mailto:staff@artory-winston.com">staff@artory-winston.com</a>. It is the policy of the Company to terminate the user accounts of repeat infringers.
- **4. Prohibited Uses**. You may use the Website only for lawful purposes and in accordance with the Terms of Use.

## 4.1. You agree not to use the Website:

- a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- c) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards, set out in Section 7 of the Terms of Use.
- d) To transmit, or procure the sending of, any advertising or promotional material, without our prior written consent, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- e) To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

### 4.2. Additionally, you agree not to:

- a) Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.
- b) Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- c) Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- d) Use any device, software, or routine that interferes with the proper working of the Website.
- e) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- g) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- h) Otherwise attempt to interfere with the proper working of the Website.

### 5. User Contributions.

5.1. The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in Section 7 of the Terms of Use. Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose, according to your account settings.

### 5.2. You represent and warrant that:

- a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- b) All of your User Contributions do and will comply with the Terms of Use.
- 5.3. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- 5.4. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

# 6. Monitoring and Enforcement; Termination

### 6.1. We have the right to:

- a) Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- b) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- e) Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of the Terms of Use.

- 6.2. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY AND SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.
- 6.3. However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

### 7. Content Standards.

- 7.1. These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:
  - a) Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
  - b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
  - c) Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
  - d) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Terms of Use and our Privacy Policy.
  - e) Be likely to deceive any person.
  - f) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
  - g) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
  - h) Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
  - i) Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
  - j) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### 8. Reliance on Information Posted.

- 8.1. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.
- 8.2. This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, or reporting services. All

statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party.

## 9. Information About You and Your Visits to the Website.

9.1. All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## 10. Linking and the Website.

- 10.1. Linking to the Website and Social Media Features. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part, without our express written consent.
  - 10.2. This Website may provide certain social media features that enable you to:
    - a) Link from your own or certain third-party websites to certain content on this Website.
    - b) Send emails or other communications with certain content, or links to certain content, on this Website.
    - c) Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.
- 10.3. You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
  - a) Establish a link from any website that is not owned by you.
  - b) Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
  - c) Link to any part of the Website other than the homepage.
  - d) Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of the Terms of Use.
- 10.4. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in the Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice at our discretion.
- 10.5. Links from the Website. If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### 11. Miscellaneous.

- 11.1. **Geographic Restrictions**. The owner of the Website is based in the State of New York in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
- 11.2. **Disclaimer of Warranties**. You understand that we cannot and do not guarantee or warrant that, files available for downloading from the internet or the Website, will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11.3. Limitation of Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11.4. **Indemnification**. You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, our Services, and products other than as expressly authorized in the Terms of Use or your use of any information obtained from the Website.

### 11.5. Governing Law and Jurisdiction.

- 11.5.1. All matters relating to the Website, the Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- 11.5.2. Any legal suit, action, or proceeding arising out of, or related to, the Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, although we retain the right to bring any suit, action, or proceeding against you for breach of the Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- Arbitration. In the event the parties are not able to resolve any dispute between them 11.6. arising out of or concerning the Terms of Use and Privacy Policy, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns the Terms of Use and Privacy Policy, each party shall bear its own costs and fees, including reasonable attorneys' fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.
- 11.7. **Class Action Waiver**. To the maximum extent not prohibited by applicable law, any arbitration under the Terms of Use and Privacy Policy will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL

CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding

11.8. **Limitation on Time to File Claims**. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## 11.9. Waiver and Severability.

- 11.9.1. No waiver by the Company of any term or condition set out in the Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under the Terms of Use shall not constitute a waiver of such right or provision.
- 11.9.2. If any provision of the Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.
- 11.10. **Entire Agreement**. The Terms of Use and Privacy Policy constitute the sole and entire agreement between You and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. A printed version of this Terms of Use and Privacy Policy, and of any notice given in electronic form, shall be admissible in judicial or administrative proceedings based upon or relating hereto to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Terms of Use and Privacy Policy and all related documents be written in English.
- 11.11. **No Joint Venture**. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of the Website. Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Company with respect to such use.
- 11.12. **Your Comments and Concerns**. All notices of copyright infringement claims, other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: staff@artory-winston.com.

This policy was last updated on September 16, 2022.

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