



Effective 12/01/2021

TERMS OF USE AGREEMENT

Your ("You", or "Visitor" or "Member" or "User") use of ArtRKL.com ("Website" or "Site(s)", or "ArtRKL LLC", or "ArtRKL", or "Company", "We" or "Us" or "Our") is conditioned upon Your acceptance of and Your adherence to the Terms of Use Agreement, which includes our Privacy Policy as a part of the Agreement.

ArtRKL LLC reserves the right, in its sole discretion, to modify or update the Terms of Use and Privacy Policy from time to time with immediate effect and without advance notice to You. It is Your responsibility to review these legal terms of use periodically for updates.

AFTER READING THESE LEGAL TERMS AND CONDITIONS OF USE, IF FOR ANY REASON YOU DO NOT AGREE WITH OR CANNOT ABIDE BY THESE TERMS OF USE OR OUR PRIVACY POLICY, PLEASE EXIT THIS WEBSITE IMMEDIATELY. OTHERWISE, BY ACCESSING AND USING THIS WEBSITE, YOU ARE AGREEING TO THESE TERMS OF USE AND OUR PRIVACY POLICY.

RIGHTS TO CONTENT AND INTELLECTUAL PROPERTY

The copyrights to all original materials, content, selection, and arrangement of and on the Website (including text, user, and visual interfaces, images, look and feel, design, sound, etc. and any underlying software and computer codes) are proprietary to ArtRKL LLC its parents, affiliates, subsidiaries, or third- party licensors. You may not copy, reproduce, post on any other Website, republish, upload, encode, modify, translate, publicly perform or display, commercially exploit, distribute or transmit any portion of this Website, including Its content, or make any derivative works from this Website in any way without the express prior written consent of ArtRKL LLC.

Any name, logo, trademark, service mark, patent, design, copyright, domain name or other intellectual property appearing on this Website is owned or licensed by ArtRKL LLC or its parents, affiliates, or subsidiaries and may not be used by You without the prior written consent of ArtRKL LLC or the appropriate owner. Your use of this Website does not grant You any right, title, interest, or license to any such intellectual property appearing on this Website. Any unauthorized use of the content of this Website may subject You to civil or criminal penalties.

All content posted to the Site including names, images, logos and pictures identifying services of ArtRKL or any of Our Site designs, text, graphics, interfaces, and the selection and arrangements thereof, is licensed by or is the property of ArtRKL LLC protected by intellectual property rights. Any use, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind is strictly prohibited.

ArtRKLTM and ArtRKL.comTM logos, including the ArtRKLTM original underscore red paint brush stroke and its color and treatment variations, and other trademarks are proprietary marks of ArtRKL LLC and may not be used in connection with any product or service that is not provided by Us. Nothing contained herein shall be construed as conferring any license or right under any ArtRKL patent, copyright or trademark to anyone.

All other trademarks displayed on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those third parties. In addition, such use of trademarks or links to the Websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with ArtRKL.com, ArtRKL LLC, ArtRKL or the Site.

USE OF THIS WEBSITE

ArtRKL LLC maintains this Website for Your personal purchases, news, entertainment, information and education. You should feel free to browse the Website. However, all copying (whether electronic, hard copy, or other format) is prohibited and may breach intellectual property laws and other laws worldwide. All commercial use of all or part of this Website is prohibited except under ArtRKL LLC's express written consent. All rights not expressly granted here are reserved to ArtRKL LLC.

You may not use any computer program tools, including, but not limited to, web spiders, bots, indexers, robots, crawlers, harvesters, or any other automatic device, program, algorithm, or methodology, or any similar equivalent process ("Tools") to access, acquire, copy or monitor any portion of the Website or content, including art contests, likes or dislikes, interference in any form, voting on any matter, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any content, to obtain or attempt to obtain materials, documents or information through any means not purposely made available through the Website. Tools that use the Website shall be considered agents of the individuals who control or author them.

FREE MEMBERSHIP AT ArtRKL.com

As a Visitor to this Site, You may have free access to any page or section of the Site which does NOT require a Membership to login. Membership to ArtRKL.com is free which allows numerous benefits to Members. Certain data, copy, membership benefits, Gaming, Galleries, Profiles, Contests, certain sections of Our online store, including videos, podcasts, audio clips, full-length articles, and other information appearing on pages of the Site will require a Membership login to access.

You may join as a Member of the Site by SUBSCRIBING for free, at no cost. All registered Members of the Site must be 18 years old or older, and shall receive a password and an account ("Account"). Each Member is entirely responsible for any and all activities which occur under their Account whether authorized or unauthorized. Member agrees to immediately notify ArtRKL LLC of any unauthorized use of Member's Account or any other breach of security known or which should be known to the Member. Member's right to use the Site is personal to the Member. (See more information within the Terms of Use Agreement and this Privacy Policy) Membership is required to access all RESTRICTED TO MEMBERS ONLY pages of the Site. Learn more about membership by clicking our subscribe button.

SUBMITTING WRITTEN COPY, ART OR OTHER MATERIAL

You are required to be a Member to submit copy, art, resumes or any other material. Membership is free. You acknowledge that You are responsible for whatever material You submit or is submitted through Your Account, including its legality, reliability, appropriateness, originality, or copyright. By placing or downloading material on the Site, including intellectual property, documents, text, images, audio files or audio-visual content to the Site ("User Content" or "Visitor/Member Content"), You represent and warrant: You own or otherwise have all necessary rights to the User Content You provide and the rights to provide it under this Agreement; and the User submitted Content will not cause injury to any person or entity. Without limitation, You may not submit to or transmit through this Site any material, or otherwise engage in any conduct that: (a) Is submitted directly onto Our Public Forums: ArtRKL LLC may, from time to time, make messaging services, chat services, bulletin boards, message boards, comment sections, blogs, other forums and other such services available on or through Our Sites. In addition to any other rules or regulations that We may post in connection with a particular service, You agree that You shall not upload, post, transmit, distribute or otherwise publish through the Sites any Submitted Materials which (i) restrict or inhibit any other Visitor and/or Member from using and enjoying the Sites, (ii) are fraudulent, unlawful, inaccurate, threatening, discriminatory, harmful, abusive, harassing, libelous, deceptive, tortuous, invasive of another's privacy, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, or is otherwise objectionable to ArtRKL LLC or other uses of the Site; (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, any rights of ArtRKL LLC, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus, spyware, or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You further agree not to impersonate any other person or entity, whether actual or fictitious, including ArtRKL LLC, its employees, managers, stockholders, directors or agents. Without Our written permission or by other Agreement with Us You also may not offer to buy or sell any product or service on or through Your Submitted Materials. You alone are responsible for the content and all consequences of any of Your activities. (b) victimizes, harasses, degrades, intimidates, discriminates against, or retaliates against an individual or group of individuals on the basis of religion, sex, race, national origin, age, physical or mental disability, sexual orientation, or other characteristics protected by applicable state or federal law; (c) collects, stores, and/or discloses personal data about other others unless specifically authorized by such others; (d) misrepresents Your affiliation with a person or entity; (e) contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network; (f) attempts to gain unauthorized access to any services, Visitor data, and/or Member accounts, computer systems or networks, through hacking, password mining, or any other means; (g) transmits spam, bulk or unsolicited communications or posts third-party advertisements; (h) that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations or other government requirements or rules having the force of law, including but not limited to attempting to compromise the security of any networked account or site, operating an illegal lottery or gambling operation, stalking, or making threats of harm, or that otherwise could constitute a criminal offense or give rise to civil liability; (i) violates this Agreement, guidelines, or any policy ArtRKL LLC posts on Our Sites; or (j) disrupts the normal flow of data or negatively affects or interferes with other Members' ability to use Our Site(s).

You acknowledge that ArtRKL LLC has the right, in our sole discretion, to view, move, remove, block, edit, or refuse or reject any Content, including submitted User Content, for no reason or any reason, including, without limitation, that such User Content violates this Agreement or any other Agreement You may have with Us.

NO WARRANTIES and FORCE MAJEURE

ArtRKL LLC SHALL NOT BE LIABLE FOR ANY ACTIONS OR FAILURE TO ACT DUE TO CAUSES BEYOND ITS REASONABLE CONTROL, OR DUE TO ACTS OF GOD, ACTS OF PURCHASER, ACTS OF CIVIL OR MILITARY AUTHORITY, PRIORITIES, FIRES, STRIKES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, WAR, RIOTS, DELAYS IN TRANSPORTATION, CAR SHORTAGES, AND INABILITY DUE TO CAUSES BEYOND ITS REASONABLE CONTROL TO OBTAIN NECESSARY LABOR, MATERIALS, OR PROCESSING FACILITIES.

ArtRKL LLC DOES NOT REPRESENT THAT THIS WEBSITE OR ANY CONTENT, SERVICE OR FEATURE OF THIS WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED DUE TO HUMAN OR TECHNICAL ERROR, ACCIDENTS, SABATAGE, ACTS OF GOD, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THIS WEBSITE WILL PROVIDE SPECIFIC RESULTS. THIS WEBSITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY.

ArtRKL LLC assumes no responsibility, and shall not be liable for any damages caused by viruses or other forms on contamination or destructive features that may affect Your computer equipment, software, data or other property on account of Your access to, use of, or browsing in the Website or Your downloading of any materials, text, images, video or audio from the Website or any linked websites.

INDEMNIFICATION AND THE LIMITATION OF OUR LIABILITY

You agree to defend, indemnify and hold ArtRKL LLC harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from or related to Your use our Sites, and/or Your violation of any of the Terms of Use and the Privacy Policy of the Site. In no event shall ArtRKL LLC, its parents, affiliates, subsidiaries or service providers, its licensors, or the officers, directors, employees, shareholders, or agents of each of them, be liable for any damages of any kind, including without limitation any direct, special, incidental, indirect, exemplary, punitive or consequential damages, including lost profits, whether or not advised of the possibility of such damages, and on theory of liability whatsoever, arising out of or related to the use or performance of, or Your browsing in, or Your links to other websites from, this Website. You acknowledge by Your use of this Website, that Your use of this Website is at Your sole risk. TO THE EXTENT THAT A JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY, YOU COULD HAVE ADDITIONAL RIGHTS.

ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

(1) ArtRKL LLC, including its subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, and You agree that any Dispute (as defined herein) between You and Us, related to or arising out of any aspect of Your relationship with ArtRKL LLC, will be resolved in a binding, confidential, individual and fair arbitration process, and not in court. Each of You and Company agrees to give up the right to sue in court.

(2) The term "Dispute" is to be given the broadest possible meaning that will be enforced, and shall include any dispute, claim, demand, count, cause of action, or controversy between You and Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" specifically includes, but is not limited to, any disputes, actions, claims, or controversies between You and the Company that arise from or in any way relate to or concern any Content, products or services provided by Company including but not limited to the Company Services (as defined above), this Arbitration Agreement, any other aspect of these Terms of Use (including their applicability and their conformance to applicable law), any billing disputes, and any disputes relating to telephonic, text message, or any other communications either of us received from the other, including but not limited to any Dispute between You and other Users. The only exceptions to this Arbitration Agreement are that (i) each of You and Company retains the right to sue in small claims court and (ii) each of You and Company may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights. Disputes over whether these exceptions apply shall be resolved by the court in which such action has been brought; all other disputes over arbitrability shall be resolved by the arbitration process.

(3) Each of You and Company also agree to give up the ability to seek to represent, in a class action or otherwise, anyone but each of You and Company.

(4) There is no judge or jury in arbitration, and court review of an arbitration award is limited. Any arbitration must follow this Arbitration Agreement. The arbitrator(s), however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages); provided that they are recoverable under these Terms of Use and/or Our Privacy Policy and any other Agreement You have with Us.

(5) These Terms of Use evidence a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive termination of the Terms of Use.

(6) Any arbitration between You and Company will be conducted by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this agreement to arbitrate. The arbitration shall be conducted by a single, neutral arbitrator, and if You and Company cannot agree on who that single arbitrator will be, the arbitrator will be appointed pursuant to the JAMS Rules, with the participation and involvement of Company and You pursuant to JAMS Rule 12. The JAMS Rules are available on its website at

<http://www.jamsadr.com/rules-streamlined-arbitration/><https://www.jamsadr.com/consumer-minimum-standards/>

(7) If either You or Company wish to arbitrate a claim, You or Company must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Company Service to which the Notice relates, and the relief requested. Your Notice to the Company must be sent by mail to:

ArtRKL LLC
Arbitration Notice of Dispute
153 E Flagler St #108
Miami, FL
33131

Email: legal@artkl.com

Company will send any Notice to You at the last contact information We have for You or that You have provided. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after You or We send a Notice to the other, You and We may try to reach a settlement of the Dispute.

(8) If You and We do not resolve the Dispute within 45 days, either You or We may initiate arbitration in accordance with the JAMS Rules. Further instructions on submitting a Demand for Arbitration may be found at:

http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf

(9) You and the Company acknowledge and agree to abide by the following rules for arbitration:

(a) YOU AND COMPANY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING, AND THE ARBITRATOR SHALL HAVE NO POWER TO AWARD CLASS-WIDE RELIEF; (b) Company will pay arbitration costs as required by the JAMS Consumer Arbitration Minimum Standards and consistent with paragraph 6 below; (c) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law and these Terms of Use; and (d) each side pays his, her or its own attorneys' fees, except as otherwise provided in paragraph 10 below.

(10) JAMS charges filing and other fees to conduct arbitrations. You agree You must pay the filing fee to initiate arbitration.

(11) Regardless of how the arbitration proceeds, each of You and Company shall cooperate in good faith in the exchange of non-privileged documents and information as necessary in accordance with the JAMS Rules, and the arbitrator shall issue a reasoned written decision sufficient to explain his or her findings and conclusions.

(12) Each of You and Company may incur attorneys' fees during the arbitration. Each side agrees to pay his, her or its own attorneys' fees unless the claim(s) at issue permit the prevailing party to be paid its attorneys' fees, and in such instance, the fees awarded shall be determined by the applicable law(s). In addition, if Company wins the arbitration, You will at all times be responsible for Your own attorneys' fees. In addition, if the arbitrator, at the request of the winning party, finds that the losing party brought a claim or asserted a defense frivolously or for an improper purpose, then regardless of the amount in dispute, the arbitrator must order the losing party to pay both sides' arbitration fees and may order the losing party to pay the winning party's reasonable attorneys' fees, unless such an award of fees is prohibited by applicable law.

(13) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief, only to the extent necessary to provide relief warranted by that party's individual claim, only as permitted by applicable law, and only to the extent that declaratory and injunctive relief are permitted by these Terms of Use. The arbitrator shall have no authority to award punitive, exemplary, multiplied or consequential damages or any other relief not allowed under this Arbitration Agreement. The arbitrator also may not order Company to pay any monies to or take any actions with respect to persons other than You, unless Company explicitly consents in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. Further, unless Company expressly agrees, the arbitrator may not consolidate other persons' claims with Yours, and may not otherwise preside over any form of a representative, multi-claimant or class proceeding.

(14) You and Company agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged as part of any mediation, proceedings of the arbitration, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, an order confirming the award, or unless otherwise required by law or court order. In keeping with the confidential nature of the arbitration, You and Company agree that an order confirming the award is only necessary if the obligations of the award have not been performed. Therefore, before taking any steps to confirm the arbitration award, the party seeking confirmation of the award must give the other party notice of its intention to confirm the award. If the party who would be the respondent in any such confirmation proceeding performs its obligation under the terms of the arbitration award within 15 business days of such notice, the party who gave notice of its intent to confirm the award shall not seek to confirm or otherwise enforce the award.

(15) With the exception of subpart (a) in paragraph (9) (i.e., the waiver of the ability to proceed on behalf of multiple claimants or a purported class), if any part of this Arbitration Agreement is deemed invalid, unenforceable, or illegal, then the balance of this Arbitration Agreement shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained. If, however, subpart (a) in paragraph (9) is found invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, but the rest of these Terms, including the provisions governing where actions against Company must be pursued, the choice of governing law, and our mutual waiver of the right to a trial by jury, will remain in effect and apply to any claim that, for this or any other reason, proceeds in court rather than in arbitration.

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions may apply to purchases of goods and services from Us, and to specific portions of features of the Site which require additional Terms of Service Agreements, including but not limited to sales, purchases and services from ArtRKL.com and its operating divisions and subsidiaries, the ArtRKL Online Store, NFT Gaming, Gaming, items sold or traded on ArtRKL.com through advertisements, auctions and Our trading platforms, Our art sales and purchase exchanges, licenses, prizes, art competitions, certain videos and podcasts, invitations, or other similar features (each an "Application"), all of which additional terms and conditions are made a part of these legal Terms of Use by this reference. You agree to abide by such Application terms and conditions. If there is a conflict between these Terms of Use and the Terms of the Application, the terms of the Application will control as relating to the Application.

COMMUNICATIONS WITH THIS WEBSITE

You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law. ArtRKL LLC will fully cooperate, including but not limited to, maintaining and disclosing any transmittals or communications that You have had with this Website, disclosing Your identity or helping to identify You, with any applicable law or regulation, law enforcement authorities, court order, or governmental authority.

Any communication or material You transmit to the Website by email or otherwise, including data, questions, comments, or suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything You transmit may be edited by or on behalf of ArtRKL LLC, may or may not be posted to this Website at the sole discretion of ArtRKL LLC and may be used by ArtRKL LLC or its affiliates for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, ArtRKL LLC is free to use any ideas, concepts, know-how, or techniques contained in any communication You send to the Website for any purpose what so ever including, but not limited to, developing, manufacturing and marketing products use of such information. If You transmit any ideas, concepts, materials or other communications to the Website, You accept that it will not be treated as confidential and may be used by ArtRKL LLC without compensation in any manner whatsoever, including but not limited to, reproduction, transmission, publication, marketing, product development, unless agreed to by Us in writing before Your submission.

Although ArtRKL LLC may from time-to-time monitor or review discussion, chats, postings, transmissions, and forums on the Site, and ArtRKL LLC assumes no responsibility or liability arising from the posting of Your submitted content. (See more information contain herein)

ArtRKL LLC assumes no responsibility or liability for any actions or communications by You or any related third party within or outside of this Site.

TERMINATION

At its sole discretion, ArtRKL LLC may modify or discontinue the Site, or may modify or terminate Your account or Your access to this Site, for any reason, with or without notice to You and without liability to You or any third party, as may be further described in this Agreement.

NOTICE AND PROCEDURE FOR MAKING U.S. CLAIMS OF COPYRIGHT INFRINGEMENT

If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide a Notice with the following information to the Website's Copyright Agent:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; 2. A detailed description of the copyright work that You claim has been infringed; 3. A description of precisely where the material that You claim is being infringed is located on the Website; 4. Your address, telephone number, and email address; 5. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; 6. A statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

ArtRKL LLC Copyright Agent for Notice is:

ArtRKL LLC
ATTN: Copyright Agent
153 E Flagler St #108
Miami, FL
33131
Email: legal@artrkl.com

We may give notice to our Visitors and/or Members by means of a general notice on our Website, electronic mail to a Visitor and/or Member's email address in our records, or by written communication sent by first-class mail to a Visitor and/or Member's physical address in our records. If You receive such a notice, You may provide counter-notification in writing to the designated Copyright Agent. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature; 2. Identification of the material that has been removed or to which access had been disabled, and the location at which the material appeared before it was removed or access to it was disabled; 3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of mistake to misidentification of the material to be removed or disabled; and 4. Your name, physical address, and telephone number, and a statement that You consent to the jurisdiction of Federal District Court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which ArtRKL LLC may be found, and that You will accept service or process from the person who provided notification of alleged infringing material or an agent of such person.

ArtRKL LLC may terminate Member accounts that have been the subject of five (5) separate DMCA notices. In the event a Member's materials are removed due to a DMCA notice and then subsequently restored due to the filing of a DMCA counter-notification, ArtRKL LLC will treat the underlying DMCA notice as withdrawn. ArtRKL LLC reserves the right to terminate Member's accounts that are the subject of fewer than five (5) DMCA notices in appropriate circumstances - such as where the User has a history of violating or willfully disregarding ArtRKL LLC's Terms of Service.

NOTICE AND PROCEDURE FOR MAKING U.S. CLAIMS OF TRADEMARK INFRINGEMENT

If You believe that Your work has been copied in a way that constitutes trademark infringement, please provide a Notice with the following information to the Website's trademark Agent:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the trademark interest; 2. A detailed description of the trademark work that You claim has been infringed, explaining exactly why Your claim is valid, and include Your body of evidence of such; 3. A description of precisely where the material that You claim is being infringed is located on the Website; 4. Your address, telephone number, and email address; 5. A statement by You that You have a good faith belief that the disputed use is not authorized by the trademark owner, its agent or the law; 6. A statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the trademark owner or authorized to act on the trademark owner's behalf.

ArtRKL LLC's Agent for Notice is:

ArtRKL LLC
ATTN: Trademark Agent
153 E Flagler St #108
Miami, FL
33131
Email: legal@artrkl.com

We may give notice to our User's by means of a general notice on Our Website, electronic mail to a User's email address in our records, or by written communication sent by first-class mail to a User's physical address in our records. If You receive such a notice, You may provide counter-notification in writing to the designated Copyright Agent. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature; 2. Identification of the material that has been removed or to which access had been disabled, and the location at which the material appeared before it was removed or access to it was disabled; 3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of mistake to misidentification of the material to be removed or disabled; and 4. A detailed description of the copyright work that You claim has been infringed, explaining exactly why Your claim is valid, and include Your body of evidence of such; 4. Your name, physical address, and telephone number, and a statement that You consent to the jurisdiction of Federal District Court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which ArtRKL LLC may be found, and that You will accept service or process from the person who provided notification of alleged infringing material or an agent of such person.

ArtRKL LLC may terminate Member's accounts, for any reason at any time, and specifically those that have been the subject of five (5) separate DMCA notices. In the event a Member's materials are removed due to a DMCA notice and then subsequently restored due to the filing of a DMCA counter-notification, ArtRKL LLC will treat the underlying DMCA notice as withdrawn. ArtRKL LLC reserves the right to terminate Member's accounts that are the subject of fewer than five (5) DMCA notices in appropriate circumstances - such as where the Member has a history of violating or willfully disregarding ArtRKL LLC's Terms of Service.

LINKING POLICY

The Site may provide, as a convenience to You, links to websites owned or operated by parties other than ArtRKL LLC. Each linked website may have its own terms and conditions of use, as described in that website's legal notice/terms of use. Those terms and conditions may be different than these legal terms of use, and We urge You to read each website's legal notice/terms carefully before You use that website. ArtRKL LLC does not control, and is not responsible for the availability, content or security of these external websites, nor Your experience interacting or using these external websites. ArtRKL LLC does not endorse the content, or any products or services available, on such websites, unless We specifically and intentionally endorse them in writing on Our Site.

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The Site shall be governed by, and Your browsing in and use of the Website shall be deemed acceptance of and consent to, the laws of the State of Texas, United States of America, without regard to principles of conflict of laws. Notwithstanding the foregoing, this Website may be viewed internationally and may contain references to products or services not available in all countries. References to a particular product or service does not imply that they are appropriate or available to all persons of legal purchasing age in all locations, or that ArtRKL LLC intends to make such products or services available in such countries. Any offer for any product, feature, service, or application made on this Site is void where prohibited. Your information will be transferred to ArtRKL LLC in the United States, which may be outside of Your own country, and by providing us with Your information, You are consenting to such transfer. Although We will use all reasonable efforts to safeguard the confidentiality of any personal information collected, We will not be liable for disclosure of personal information obtained due to errors in transmission or the unauthorized acts of third parties. COPYRIGHT ArtRKL LLC 2021-2022. ALL RIGHTS RESERVED