



STRIDE ARTS TERMS & CONDITIONS

1. USER ACCEPTANCE

Stride Arts Limited, a company registered in New York City, New York under the address of 1110 2nd Ave, New York, New York, 10022 by the following **Terms and Conditions**, which may be updated by us on a regular basis and without notice. These **Terms and Conditions** constitute a binding agreement between Stride Arts and you governing your use of the Website. By using and/or visiting the Website, you agree to both these **Terms and Conditions and to the Privacy Policy** (the "Privacy Policy"), which is available at www.Stridearts.com/privacy. This link can also be found on the Stride Arts website homepage for review. Before you may use or become a member of the Website, you must read and accept all of the **Terms and Conditions and Privacy Policy**. As you read this Agreement, you should also access and read the linked information. You are only authorized to use the Website if you agree to abide by all applicable laws and these Terms and Conditions. If you do not agree to these **Terms and Conditions**, please do not use the Website or any of Stride Arts Ltd associated properties.

2. DEFINITIONS

- 1) "**Art Submissions**" mean user generated artwork submitted and displayed on the Stride Arts website, potentially for sale
- 2) "**Seller**", "**we**", "**us**" or "**Stride Arts**" means Stride Arts LLC
- 3) "**Buyer**" means the person whose name is printed on the Order
- 4) "**Contract**" means the order and Order Confirmation (incorporating any Special Conditions)
- 5) "**Defective**" means containing a fault or defect
- 6) "**Goods**" means the goods or services which the Seller is to sell in accordance with these Terms and Conditions
- 7) "**Order**" means the Buyer's Order for Goods or services
- 8) "**Price**" means the price together with postage and packing in force at the date and time of the Order
- 9) "**Receipt**" means the date when the Order has been delivered to the buyer
- 10) "**Special Conditions**" any conditions in relation to orders set out and designated as such in the Order Confirmation
- 11) "**Rental Agreement**" means the Contract governing rental of Goods from the Website as agreed at the time of the rental Order and any subsequent amendments

3. WEBSITE ACCESS

Stride Arts grants you permission to use our Website as set forth in these **Terms and Conditions**, so long as: **(i)** you will not copy or distribute any part of the Website in any medium without Stride Arts' prior written approval; **(ii)** you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose **(iii)** you agree to the Terms and Conditions as set forth in this document, and **(iv)** your use of the Website as permitted is solely for your own personal use. In order to access some features of the Website, you will have to create an account. You are not allowed to use another user's account without permission. When creating your account and user profile you must provide accurate and complete information. You are solely responsible for

the activity that occurs on your account, and you must keep your account password secure. You may change your password at any time by updating your account profile page. In addition, you agree to immediately notify Stride Arts of any unauthorized use of your password or account or any other breach of security. Stride Arts cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2. By registering with the Website, you represent that you are of legal age to form a binding contract and are not a person barred by any laws from using the Website. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If Stride Arts suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these **Terms and Conditions**, your account may be subject to suspension or termination, and you may be barred from using the Website. You agree not to use or launch any automated system, including without limitation, robots, spiders, scrapers or similar technological devices or programs, that access the Website in a manner that sends more request messages to the Stride Arts servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Stride Arts grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Stride Arts reserves the right to revoke these exceptions either generally or in specific cases, in its sole discretion.

You agree not to collect or use any personally identifiable information ("Personal Information") including without limitation account names, email addresses, or other User Submissions (as defined below), from the Website, nor use the communication systems provided by the Website for any commercial solicitation purposes, including without limitation to solicit, for commercial purposes, any users of the Website.

4. THE WEBSITE

These **Terms and Conditions** apply to all users of the Website, including users who contribute information, data, software, audio, music, sound, photographs, graphics, video, chat, messages, files, ideas, text, Submitted Art by artists and any other materials (collectively the "Content") or services to the Website. The Website may contain links to third party websites that are not owned or controlled by Stride Arts. Stride Arts has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. By using the Website, you specifically release Stride Arts from any and all liability arising from your use of any third-party website.

5. USER CODE OF CONDUCT

The following rules of conduct apply to your use of the Website and to any and all Content you post on the Website whether such Content is included in blogs, discussion groups, emails, profiles, comments, or any other portion or feature of the Website. You may not, in connection with the Website, upload, post, email, transmit or otherwise make available any Content that:

- 1) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized;
- 2) infringes or violates any patent, copyright, trademark, trade secret or other property right;
- 3) violates any laws;
- 4) breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- 5) a reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way;
- 6) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech;
- 7) violates or encourages others to violate any applicable law, statute, ordinance or regulation;
- 8) promotes software or services that deliver unsolicited e-mail;
- 9) contains viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines or computer code;
- 10) is designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- 11) harms minors in any way. In addition, you may not use the Website to:

- 12) upload, post, email or otherwise transmit any Content that releases personal information including telephone numbers, street addresses, last names, URLs or email address;
- 13) engage in commercial activities within the Website;
- 14) take any action that may undermine any ratings system that Stride Arts and the Website uses to curate submissions;
- 15) provide false or deceptive information within your profile or any other Content you post on the Website;
- 16) harass and/or stalk other users on the site;
- 17) delete, add or otherwise change other people's entries or other Content when you have not been granted the privileges to do so;
- 18) allow usage by others in such a way as to violate these Terms and Conditions;
- 19) copy, modify, or distribute (i) Content from any Website or (ii) any Stride Arts copyrights or trademarks;
- 20) impersonate any person or entity, including, but not limited to, a Stride Arts official or employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 21) forge headers, icons or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Website; or
- 22) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

6. SALES OF GOODS BY STRIDE ARTS:

Stride Arts offers Goods for sale and rental via the Stride Arts Website. These **Terms and Conditions** and any Special Conditions will govern the Contract between the Buyer and Seller, alongside any terms and conditions applicable under any purchase order, Rental Agreement, confirmation of order or other document.

The Seller's employees are not authorized to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into any Contract and in accepting delivery, the Buyer acknowledges that it does not rely on representations concerning the Goods which are not confirmed in this way.

7. ORDERS AND SPECIFICATIONS

- 1) All Goods are offered for sale or rental subject to availability and subject to the Seller's acceptance of the Order. The Seller reserves the right to reject any Order without the obligation to assign any reason for so doing.
- 2) No Order shall be deemed accepted by the Seller unless and until it is confirmed unconditionally by the Seller in the Order Confirmation.
- 3) The Seller has a policy of continuous product development with the Artists and Curators we work with and reserves the right to amend the specifications of any of the Goods without prior notice.
- 4) Given the bespoke, handcrafted nature of many of the Goods sold on Stride Arts, the exact size of Goods may alter slightly from piece to piece and from the official Goods dimensions listed on the Stride Arts website.
- 5) The Seller endeavors to display and describe as accurately as possible the printed colors of the Goods which appear on its website but cannot undertake to give any assurance that the colors of Goods supplied will exactly match those displayed on the Buyer's monitor or home printing device.

8. PRICE, PAYMENT AND CURRENCIES

Payment must be made by credit card or debit card at the time of placing an Order which is accepted by the Seller. Payment in full will be taken at this time and the Contract will be in force.

- 1) The Buyer undertakes that all details provided to the Seller for the purpose of the Order and its delivery will be correct and that the chosen method of payment is the property of the Seller and that sufficient funds or credit facilities are available to cover the full cost of the Goods ordered. The Seller reserves the right to obtain validation of the Seller's credit card or debit card details before accepting the Buyer's Order.
- 2) Any credit towards payment is accumulated and may only be applied at the sole discretion of the Seller. Stride Arts reserves the right to limit, invalidate, or deny the application of credit to a purchase or rental at any time. The Seller may amend, invalidate, or terminate the conditions for accumulation of credits at any time in its sole discretion.

3) Any discounts or promotions are offered subject to availability and may be terminated or amended at any time by Stride Arts. The Seller reserves the right to reject any Order based on erroneous pricing, discounts, or promotions.

9. DELIVERY

The place for delivery of the Goods will be as shown on the Order and the normal method of delivery (unless specifically agreed otherwise) shall be regular postage or courier at the discretion of Stride Arts.

1) The Seller will endeavor to process and ship the purchase Order within 7 days of Order Confirmation, or in the case of rentals, 10 business days or as otherwise stipulated in the Rental Agreement. Any dates quoted for delivery of the Goods are indicative only. Time for delivery will not be of the essence of the Contract and the Seller will not be liable for any loss or expenses sustained by the Buyer arising from any delay in the delivery of the Goods howsoever caused.

2) The Buyer must inspect the Goods on delivery and, in the case where Goods have been delivered by courier, sign the required proof of delivery

document or collection acceptance document if required. A signature on that document will constitute conclusive evidence against the Buyer of receipt of the quantity of Goods indicated on that document free from any apparent defect or damage. If the Goods are alleged to be damaged or defective on delivery, a description of the alleged damage or defect must be given in writing at the time of delivery and signed by or on behalf of the Buyer.

3) If the Buyer wrongfully fails to take delivery of the Goods, the Seller shall be under no obligation to refund the Price.

4) Purchased Goods may not be returned to the Seller except as provided in Condition 11 below.

5) Rental Goods may be returned or exchanged as detailed in the Rental Agreement in addition to circumstances as provided in Condition 11 below

10. RISK OF DAMAGE AND TRANSFER OF GOODS

1) Risk of damage to or loss of the Goods will pass to the Buyer on delivery at the agreed address.

2) 1. Notwithstanding delivery and the passing of risk in the Goods, property in the Goods will not pass from the Seller until the Seller has received full payment of the Price and all other sums which are due, owing or payable by the Buyer to the Seller in respect of the Contract or any other Contract between the Seller and the Buyer.

11. RETURNS, EXCHANGES, REFUNDS AND CANCELLATIONS

Returns and exchanges of '**Rental Goods**' are governed by the Special Conditions of the '**Rental Agreement**' in addition to the relevant conditions of this clause that follow.

1) The buyer shall have the right to return a purchase within fourteen days (14) of Receipt for an exchange or refund with **Stride Arts Store Credits** at his/her preference if the item is Defective or for any other reason provided they do the following: (i) Email info@Stridearts.com within fourteen days (14) of Receipt stating: (a) Your Invoice Number (b) Artwork title (c) Reason for return and (d) Request for exchange or refund (ii) Return the Goods to Stride Arts in the condition it arrived in, via the instructions that Stride Arts sends following your email. (iii) All Goods must be returned in their original packaging (which the Buyer should retain for the purpose) and must be in an unused condition.

2) All framing supplied by Stride Arts is custom made and non-refundable. If the order includes a custom-made framing supplied by Stride Arts, the order will be refunded in full less the cost of the frame. The refund will be store credit only.

3) Stride Arts will not be held liable for any damage to any Goods caused any time after Receipt of the Order. Stride Arts will not be able to accept any returns of Goods that have been damaged after Receipt

4) Refund for all the eligible returns Stride Arts offers **Stride Arts Store Credit** with no limitation or expiration date.

5) Stride Arts will process the **Stride Arts Store Credit** for all eligible returns within 30 days of receiving returned Goods from the Buyer in the post or via our chosen common carrier. For orders outside of the United State, Stride Arts will not offer any return or exchange subject to shipping (both outbound and return) and handling costs.

6) There are no cancellation services provided. However, Buyers may request to cancel an Order within 24 hours of placing the Order by emailing info@Stridearts.com. Stride Arts will, at our discretion, (pending shipping and whether the order has already been processed) either elect to refund with **Stride Arts Store Credit** the Buyer immediately or inform the Buyer to follow the normal returns policy.

12. USER CONTENT & ARTIST SUBMISSIONS

The interactive nature of postings on the Website makes it impossible for us to assume responsibility for any of the materials posted by users. The ideas, suggestions, opinions, comments, and observations made by Website users ("Opinions") and any Content provided to us by Website users are not endorsed by Stride Arts, and we make no guarantee regarding the reliability, accuracy, or quality of any Content that is posted on the Website. You acknowledge that you will evaluate and bear any risks related to your use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. All user Content posted to the Website are the sole responsibility of the person who originally posted the Content, and your sole recourse for any damage you may suffer as a result of this Content shall be to such individual. Stride Arts requires all artists to agree to the art submission terms and conditions set forth in the submission process and these Terms and Conditions when submitting their art works for consideration ("Art Submissions"). While Stride Arts makes every attempt to validate the legitimacy of all Art Submissions before showcasing and selling work on the site, the person uploading any such Art Submissions, is solely responsible for it, and your sole recourse for any damage you may suffer as a result of such Art Submissions being sold via the Website or otherwise made available on the Website.

13. INTELLECTUAL PROPERTY RIGHTS

The Content on the Website, excluding any Art Submissions, created by Stride Arts and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Stride Arts, subject to copyright and other intellectual property rights under United State laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of Stride Arts or as expressly provided herein. Stride Arts reserves all rights not expressly granted in and to the Website and the Content contained therein. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of Art Submissions of third parties obtained through the Website for any commercial purposes. You agree not to download or print a copy of any **Art Submissions** for personal or commercial use. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

14. COPYRIGHT INFRINGEMENT

Stride Arts requires our users who post Content and artists who submit Art Submissions to respect and honor all copyright laws. In your use of and interactions with the Website, you may not post, modify, distribute, or reproduce in any way any Content, including any Art Submissions, that is copyrighted material belonging to others, without obtaining their prior written consent. Stride Arts reserves the right to remove any Content and/or Art Submissions if we believe it may infringe the copyright rights of others. Stride Arts also holds the right to terminate the accounts of users who we believe to be infringing any copyright laws or these Term of Service. If you believe that your work has been copied or posted on the Website in a way that constitutes copyright infringement, you will need to send a written communication that includes substantially the following:

- 1) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- 2) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Stride Arts to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
- 3) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- 4) Your contact details.

Such written notice should be sent to Stride Arts via Email to: info@Stridearts.com Stride Arts will then do an initial investigation into the claim and contact you as soon as possible to request additional information and inform you of action to be taken.

15. TERMINATION

Stride Arts may, under certain circumstances and without prior notice, immediately terminate your account and access to the Website and any other Stride Arts services. Cause for such termination shall include, but not be limited to: (a) breaches or violations of these Terms and Conditions or any other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Website (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) nonpayment of any fees owed by you in connection with the Website or any other Stride Arts product or service. Termination of your account and access to the Website includes: (a) removal of access to some or all pages within the Website; (b) deletion of your password and all related information, files and materials, including Content associated with or inside your account (or any part thereof); and (c) barring of further use of the Website. Further, you agree that all terminations for cause shall be made in Stride Arts's sole discretion and that Stride Arts shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Website.

16. MODIFICATIONS TO THE WEBSITE

Stride Arts reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. Stride Arts shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

17. WARRANTY DISCLAIMER

You agree that your use of the Website shall be at your sole risk. To the fullest extent permitted by law, Stride Arts, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Stride Arts, disclaim all warranties, express or implied, in connection with the Website and your use thereof. Stride Arts makes no warranties or representations about the accuracy or completeness of the websites content or the content of any sites linked to this site and assumes no liability or responsibility for any (I) errors, mistakes, or inaccuracies of content, (II) Personal injury or property damage, of any nature whatsoever, resulting from your access and use of the website, (III) Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (IV) Any interruption or cessation of transmission to or from the website, (V) Any bugs, viruses, trojan horses, or the like which may be transmitted to our through our website by any third party, and /or (VI) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website. Stride Arts does not warrant, endorse, guarantee or assume responsibility for any hyperlinked website or other promotion, and Stride Arts will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. No advice or information, whether oral or written, obtained by you from Stride Arts or through or from the service or the website shall create any warranty not expressly stated in the terms and conditions. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

18. LIMITATION OF LIABILITY

In no event shall Stride Arts, or any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Stride Arts, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (I) errors, mistakes, or inaccuracies of content, (II) Personal injury or property damage, of any nature whatsoever, resulting from your access and use of the website, (III) Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (IV) Any interruption or cessation of transmission to or from the website, (V) Any bugs, viruses, trojan horses, or the like which may be transmitted to our through our website by any third party, and /or (VI) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Stride Arts shall not be liable for any content, any Submitted Art, Copyright violation by a user of the Stride Arts Website or for any defamatory, offensive or illegal conduct of any third party, and that the risk of harm or damage from the foregoing rests entirely with you.

With regards to Goods purchased by the Buyer, the liability of Stride Arts, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of the Seller's obligations in connection with the use of the information provided under the Contract or Order, or the rendition of services hereunder, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services. In no event shall the liability include damages for loss of profits or revenue; increased cost of purchasing or providing materials, supplies or services; cost of replacement capital; claims of purchaser' s customers; inventory or use charges; or incidental or consequential damages of any nature. 3. The Website is controlled and offered by Stride Arts from its facilities in the United Kingdom. Stride Arts makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

19. INDEMNITY

You agree to defend, indemnify and hold harmless Stride Arts, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Stride Arts, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms and Conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that any of your Content or Art caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the Website.

20. ABILITY TO ACCEPT TERMS & CONDITIONS

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions. The Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Website.

21. ASSIGNMENT

These Terms and Conditions, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by you, but may be assigned, transferred, delegated, and sublicensed by Stride Arts without restriction.

22. COPYRIGHT NOTICE

The Website is All Rights Reserved and no portion of the Website may be copied, reproduced, transmitted, derived, or otherwise used for any purpose without the prior written permission of Stride Arts.

23. TRADEMARKS

All of the Stride Arts and Website trademarks are owned by Stride Arts and may not be used for any purpose without the prior written permission of Stride Arts.

24. GENERAL

If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of this Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and Stride Arts' failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. Stride Arts reserves the right to amend these Terms and Conditions at any time in its sole discretion and without prior notice, which shall take effect upon posting to the Website. It is your responsibility to review these Terms and Conditions for any changes. Your use of the Website following any amendment of these Terms and Conditions will signify your assent to and acceptance of its revised terms. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

25. VIOLATIONS OF THESE TERMS & CONDITIONS

Please report any violations of the Terms and Conditions, including objectionable User Submissions, Content, or behavior, to info@Stridearts.com. Please state the reasons for your concern and provide a link to the Content or, if appropriate, the behavior in question. Stride Arts will investigate the matter and will determine at its sole directive whether to remove the material or take actions against the user reported.