

Art *NXT* Level Terms of Usage

Professional Development for the Contemporary Artist

This Terms of Usage Agreement is made effective as of the time of purchase of any Art *NXT* Level services (i.e., membership) between the Client (i.e., active member) and Art *NXT* Level, located at 33 Contemporary Gallery, 1029 W. 35th Street, Chicago, IL 60609.

- 1. Description of Products.** Art *NXT* Level Strategic Group is an online membership community for the working artist (i.e., client). This site offers clients training, coaching, advice and resources to help develop their art career.
- 2. Payment.** We accept major credit cards. We use Stripe to process credit card payments.
- 3. Refund Policy & Guarantee:** There are no refunds. Client may cancel at anytime by clicking Cancel Membership in the Membership Account Tab located inside the membership site prior to the next billing due date to avoid future charges. However, once charged, no refunds will be provided. Cancellations will be effective on the last day of the client's billing cycle. If Client decides to re-enroll in Art *NXT* Level after canceling the membership, Client is subject to the new membership price as posted on the website. Client will no longer be entitled to the initial or previous price. Client is 100% responsible for individual results as it is the client's responsibility to follow through and implement what is learned in the trainings and coaching provided.
- 4. Intellectual Property.** The usage of any of our membership site, products and services does not transfer ownership of Art *NXT* Level's intellectual property to the client. **ALL OF OUR INTELLECTUAL PROPERTY IS HEREBY RESERVED.** All Art *NXT* Level materials including training courses and course-related supplemental materials, such as but not limited to *visual presentations and digital downloads (hereinafter known as "Intellectual Property") and all inventions, discoveries, technical communications, and records originated or prepared by Art NXT Level for use of Client are and shall remain Art NXT level's exclusive intellectual property.* Course materials, or any materials originated by Art *NXT* Level, MAY NOT be reproduced or used in any manner whatsoever without the express written permission of Art *NXT* Level except for personal learning purposes. Memberships are for individual use only and cannot be transferrable to other

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individuals. Only the client can access the membership site. Sharing access with non-members is strictly prohibited.

Client Provided Content. By accessing our membership site, forums, or any other client interactive area of our site, and posting any information in any of those forums, you hereby grant Art NXT Level a perpetual, irrevocable, royalty free license in and to such materials, including but not limited to the right to post, publish, transmit, distribute, create derivative works based upon, create translations of, modify, amend, enhance, change, display and publicly perform such materials in any form or media, whether now known or later discovered. You also grant to other clients who access the membership site, forums, message system, or any other client interactive area of our site a perpetual, non-revocable, royalty free license to view, download, and store your postings but such license is limited to personal use. This excludes client's digital images of their art work and communication via private message system.

5. **Governing Law:** This agreement shall be construed and interpreted in accordance with the law of Illinois.

Any controversy or claim arising out of or relating to this Terms of Usage, or the breach thereof, shall be settled by arbitration administered in Illinois by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction in Cook County, Illinois.

Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party to this Agreement, nor any party or participant in an arbitration, nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to this Agreement.

6. **Disclaimers.**

Availability & Interruptions. Art NXT Level cannot guarantee that this site will be available without interruption. Factors that may interrupt connection that are

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out of our control include, but are not limited to, internet availability/connection, site's updates, server failures, and software malfunctioning.

Damages. The use of this site's services is at the client's discretion and risk. Art *NXT* Level is not responsible for any damages to the client's device or loss of data that may result from downloads of this site.

Intentions. The information presented in this membership site is intended to be for client's educational and entertainment purposes and it is for individuals ages 18 and older.

Right to Terminate. All defamatory, accusatory, abusive, profane, threatening, offensive, political, sexually implicit or illegal comments/materials are strictly prohibited and will be removed. Harsh and antagonistic words will not be tolerated. Violator's membership will be terminated without refund.

We reserve the right to terminate our forums or any other client interactive area of our site at any time. Clients hold us harmless from any claims, damages, suits, threats, demands, liabilities, or actions that may result therefrom, including but not limited to any consequential, incidental, and special damages of every nature and type.

Voluntary Participation. Client may enter and participate in the forums, message system, or any other user interactive area of our site, and gain access to the materials available thereon at client's own discretion.

Monitoring. Art *NXT* Level does not monitor or screen communications on forums, message system, or any other user interactive area of our site. We are not responsible for any material or statement posted by a client in any of our forum, message system, or any other interactive area of our site. Therefore, we do not assume the responsibility of client's communications. In the event that we are notified by any party that any communications contained in our forum, message system, or any other client interactive area of our site is contrary to these terms, we may, but are not obligated to, investigate the situation and determine in our own discretion, whether to remove such communication from

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such interactive area of our site. We have no liability or responsibility to investigate or remove any content from any of the interactive areas of our site based upon a complaint or otherwise.

Membership Site's Rules. Client is responsible for becoming familiar and abiding to the Art *NXT* Level Membership site's rules posted in the site. Violators' membership will be terminated without a refund.

7. **Binding Effect of Agreement:** This Agreement contains all of the terms, covenants, representations, and agreements between the parties, supersedes and takes place of any and all prior agreements, representations, and/or transactions (any and all of which are deemed to be released and/or merged herein), and no modification, addition or alteration of any of the provisions or terms herein set forth shall be binding unless in writing and signed by the party against whom the same is sought to be enforced. All the agreements, conditions and undertakings herein contained shall survive the closing of this transaction and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, executors, administrators, successors, and assigns, as though they were in all cases named.
8. **Severability:** The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this agreement is determined by court of competent jurisdiction to be unenforceable, that provision will be deemed severable or as modified by the court.
9. **Entire Agreement and Modification:** This Agreement sets forth the entire understanding of the parties. It may only be amended, modified, or terminated by Art *NXT* Level.
10. **Paragraph Headings:** The section and paragraph headings contained herein are for the convenience of the parties only, and are not intended to define or limit the contents of their sections and paragraphs.

By purchasing this membership, whether the annual or monthly option, the client attests that s/he read, understands, agrees and abides to the terms stated in this document.