

# Terms and Conditions

## Agreement between User and withallyourart.com

Welcome to withallyourart.com. The withallyourart.com website (the "Site") is comprised of various web pages operated by With All Your Art LLC ("With All Your Art"). withallyourart.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of withallyourart.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

withallyourart.com is an E-Commerce Site.

This website will be selling online homeschool art courses with access to videos and downloadable printables. Some products will be offered for free like an Ebook where they will have to put in their email and name to receive the online book.

## Privacy

Your use of withallyourart.com is subject to With All Your Art's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## Electronic Communications

Visiting withallyourart.com or sending emails to With All Your Art constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and

password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that With All Your Art is not responsible for third party access to your account that results from theft or misappropriation of your account. With All Your Art and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

With All Your Art does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use withallyourart.com only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

We do not offer any refunds on any of our products or services. You also agree you will not make any chargeback requests for any purchases made by you from us.

### **Links to Third Party Sites/Third Party Services**

withallyourart.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of With All Your Art and With All Your Art is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. With All Your Art is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by With All Your Art of the site or any association with its operators.

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### **No Unlawful or Prohibited Use/Intellectual Property**

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. With All Your Art content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of With All Your Art and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of With All Your Art or our licensors except as expressly authorized by these Terms.

### **Third Party Accounts**

You will be able to connect your With All Your Art account to third party accounts. By connecting your With All Your Art account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by With All Your Art from our offices within

the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the With All Your Art Content accessed through withallyourart.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **Indemnification**

You agree to indemnify, defend and hold harmless With All Your Art, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. With All Your Art reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with With All Your Art in asserting any available defenses.

## **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, 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 these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's 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.

## **Class Action Waiver**

Any arbitration under these Terms and Conditions 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 With All Your Art 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.

### **Liability Disclaimer**

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### **Termination/Access Restriction**

With All Your Art reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Minnesota and you hereby consent to the exclusive jurisdiction and venue of courts in Minnesota in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and With All Your Art as a result of this agreement or use of the Site. With All Your Art's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of With All Your Art's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by With All Your Art with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and With All Your Art with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and With All Your Art with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement 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 agreement and all related documents be written in English.

## **Changes to Terms**

With All Your Art reserves the right, in its sole discretion, to change the Terms under which withallyourart.com is offered. The most current version of the Terms will supersede all previous versions. With All Your Art encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

With All Your Art welcomes your questions or comments regarding the Terms:

With All Your Art LLC

Email Address:

withallyourart3.23@gmail.com

Effective as of July 19, 2024