

## Terms of Use

### Introduction

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### Your Registration Obligations

You represent that you are the older of (a) 16 years old or older, or (b) of legal age to form a binding contract. You further represent that you are not barred from using the Services. You may be required to provide certain information about yourself ("Registration Information") as part of the registration and user account ("Account") creation process for the Services, or as part of your continued use of the Services. You will provide true, accurate, and complete Registration Information requested by the Services and maintain and promptly update the Registration Information to keep it true, accurate, current, and complete.

You are responsible for providing Sports Art with your most current email address and contact information ("Contact Information"), which Sports Art may use to contact you for any purposes associated with the Services or these Terms of Use. If the Contact Information is not accurate or messages are not delivered to you for any reason, Sports Art's dispatch of the communications using the Contact Information will nonetheless constitute effective notice under these Terms of Use.

### Account, Password, and Security

Sports Art may give you a password and Account after you complete the registration process for the Services. You are responsible for maintaining the confidentiality of the password and Account and are fully responsible for all activities associated with your password or Account. You will immediately notify Sports Art of any unauthorized use of your password or Account or any other breach of security and exit from your Account at the end of each session. Sports Art is not liable for any loss or damage arising from your failure to properly safeguard your Account or password. You have sole responsibility for adequate protection and backup of Content (defined later) or data of any type that you upload to, download from, or otherwise create or use with the Services.

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We may modify or discontinue, temporarily or permanently, the Services (or any part of the Services) with or without notice at any time and for any reason. We may modify, terminate, suspend, or otherwise adjust any and all functions, features, options, utilities, tools or other aspects of the Services at any time without prior notice to you. You agree that SportsArt will not be liable to you or any third party for any modification, suspension, or discontinuance of the Services, any of its features, functions, or other aspects, or the inability to use the Services.

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You are solely responsible for User Content you submit and the consequences of our posting or publishing your User Content. In connection with any User Content you submit, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and

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nationally recognized overnight delivery service or first class postage prepaid mail to SportsArt at the following address (such notice will be deemed given when received by us):

SportsArt America  
ATTN: Website Terms of Service  
8217 44<sup>th</sup> Ave W. Suite A  
Mukilteo, WA 98275 USA

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