

TERMS OF USE

Welcome to Circa.art By browsing and using this website you are agreeing to comply with and be bound by the following terms and conditions of use which, together with our Privacy Policy, govern Circa's relationship with you in relation to this website.

These Terms of Use are effective immediately and were last updated on 30 July 2020. For further information and questions related to our Terms of Use and Privacy Policy, please email info@circa.art.

PLEASE READ CAREFULLY

This Terms of Use Agreement ("Agreement") is a legal agreement between you and Studio'connor Limited, a UK limited liability company ("Circa", "we", "us" or "our") providing, among other things, the terms and conditions for your access to and use of this website www.circa.art (the "website"). Please read the Agreement carefully and print a copy for your records.

We may from time to time modify these Terms of Use and will post a copy of the amended Agreement on www.circa.art. If you do not agree to, or cannot comply with this Agreement as amended, you should not use the website. You will be deemed to have accepted this Agreement as amended if you continue to use the website after any amendments are posted on the website.

THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WITHOUT ANY RESERVATIONS, MODIFICATIONS, ADDITIONS, OR DELETIONS, AND WHETHER OR NOT YOU HAVE READ THEM. IF YOU DO NOT AGREE TO THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE WEBSITE. YOU MAY BE DENIED ACCESS TO THE SITE WITH OR WITHOUT PRIOR NOTICE IF YOU FAIL TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT.

1. AUTHORIZED USERS

Age Requirement; Authority. In order to use the website, you must be at least the age of legal majority and can form a legally binding agreement under applicable law. If you do not qualify you are not permitted to access the website.

2. USER INFORMATION

You may browse parts the website without registering, but as a condition to using certain aspects of the website, taking advantage of the website and email communication services, a user of the website must first complete the profile registration page and provide certain personal information ("User Information"). Our information collection and usage policies with respect to such User Information are set forth in the Circa Privacy Policy. You are solely responsible for the accuracy and content of your User Information and you agree to keep it up to date. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password.

3. LICENSE TO USE THIS WEBSITE

3.1 Grant of Licence. We grant to you a limited, non-exclusive, non-transferable, personal, non-commercial licence to access and use the website. We reserve all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws.

ANY USE OF THE WEBSITE NOT SPECIFICALLY PERMITTED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED.

3.2 Restrictions. You agree that you will not: (i) use the website to reproduce copyrighted material; (ii) copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided on the website; or (iii) use the website in any way that violates the terms of this Agreement.

3.3 Termination. We may terminate your access to all or any part of the website at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account.

4. SITE INFORMATION

We try to ensure that the information posted on the website is correct and up-to-date. We reserve the right to change or make corrections to any of the information provided on the website at any time and without any prior warning. We cannot, and do not, guarantee the correctness, precision, thoroughness or completeness of any of the information available on the website, nor will we be liable for any inaccuracy or omission concerning any of the information provided on the website.

5. PROHIBITED ACTS

By using the Site, you represent, warrant and covenant that you will not; (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, "screen scraping," "database scraping," or any other activity with the purpose of obtaining a list of users or other information, or send chain letters or pyramid schemes via the website or (c) attempt to gain unauthorized access to other computer systems through the website; (d) transmit any viruses or any other disabling mechanisms; (e) use the website for any illegal purpose, in violation of any applicable laws or regulations; (f) violate or infringe on any other party's intellectual property, privacy, publicity, or other legal rights; (g) attempt to penetrate security measures of the website or obtain or bypass others' passwords; (h) transmit anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist or otherwise objectionable or inappropriate; (i) stalk or harass or harm another individual or (j) select or use as a User ID a name of another person with the intent to impersonate that person, select or use as a User ID a name subject to any rights of a person other than you without appropriate authorization, or select or use as a User ID a name that is otherwise offensive, vulgar or obscene. You agree that you will not use the website in any manner that could damage, disable, overburden, or impair the website or interfere with any other parties use and enjoyment of the website. We reserve the right to refuse registration, service and/or terminate access to the website without prior notice for any user who violates these policies.

6. COPYRIGHTS

As between you and us, you acknowledge that we own or have a license to all title and copyrights in and to the content provided on the website. All title and intellectual property rights in and to the content provided on the website is the property of the respective content owners and may be protected by the applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties. When you use or download any content from the website you do not acquire any ownership of any such content, code, data or materials. Copying, reproducing, downloading, posting or re-posting any content from this website (for anything other than strictly personal, non-public and non-commercial use), is strictly prohibited and constitutes a violation of copyright laws.

7. TRADEMARKS

The trademarks, logos, service marks, graphics and trade names (collectively, the "Trademarks") displayed on the website are registered and unregistered Trademarks of Circa or other rights holders and may not be used in any manner that is likely to cause confusion, or that disparages or discredits Circa or the applicable rights holder. You do not receive, by implication or otherwise, any right or license to use any Trademark displayed on the website.

8. PRIVACY POLICY

Our personal information practices on the website are governed by the Circa Privacy Policy. Please review the Privacy Policy and print a copy for your records.

9. TESTIMONIALS

If you submit or post a testimonial, comment, review, suggestion or any work of authorship (collectively a "Submission") such Submission will not be confidential or secret and may be used by us in any manner. By submitting or sending a Submission to us, you: (i) represent and warrant that the Submission is original to you, that no other party has any rights thereto, and that any "Moral Rights" in such Submission have been waived, and (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, reproduce, publish, distribute, display, translate, summarize, modify and adapt such Submission (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, in our sole discretion, with or without your name, and (iii) you grant us the right to publish your name, city, state and country of residence in connection with the posting or use of the Submission, such as in promotions or other publications, whether online or otherwise, including but not limited to the website and its affiliates, Facebook, Google+, Instagram, Pinterest, Tumblr, Twitter, Vimeo and YouTube. In no event are we obligated to use, reproduce, or publish any Submission.

10. TERM

This Agreement will remain effective until terminated by us.

11. DISCLAIMERS

11.1 THE SITE (INCLUDING ALL ITS CONTENT) IS PROVIDED TO YOU "AS IS". ANY USE OF THE SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE MAKE NO REPRESENTATION OR GUARANTEE AND PROVIDE NO WARRANTIES OR CONDITIONS THAT THE WEBSITE WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND WE DISCLAIM ANY LIABILITY RELATING THERTO.

11.2 WE MAKE NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES, AND PROVIDE NO CONDITIONS, THAT USE OR RESULT OF THE USE OF THE WEBSITE (INCLUDING ALL OF ITS CONTENT) IS OR WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, WE MAY MODIFY, SUSPEND OR DISCONTINUE ANY ASPECT OR FEATURE OF THE SITE OR YOUR USE OF THE SITE. IF WE ELECT TO MODIFY, SUSPEND OR DISCONTINUE THE SITE, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY.

11.3 YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION TO US IS AT YOUR OWN RISK. WE DO NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

11.4 SOME OF THE CONTENT AVAILABLE THROUGH THE WEBSITE MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE THAT WE ASSUME NO RESPONSIBILITY FOR SUCH CONTENT.

12. LIMITATION OF LIABILITY

12.1 TO THE EXTENT PERMITTED BY THE APPLICABLE LAW OR JURISDICTION, IN NO EVENT WILL WE BE LIABLE TO YOU FOR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING,

WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OTHERS WILL CREATE A WARRANTY AND NEITHER YOU NOR ANY THIRD PARTY MAY RELY ON ANY SUCH INFORMATION OR ADVICE. THIS EXCLUSION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT.

12.2 OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO ONE POUND STERLING (£1.00).

13. INDEMNITY

YOU WILL INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS AND LICENSORS HARMLESS WITH RESPECT TO ANY SUITS OR CLAIMS ARISING OUT (i) YOUR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF THE COPYRIGHTS OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (ii) YOUR USE OR MISUSE OF THE SITE.

14. GENERAL

14.1 You will be responsible for providing the dial-up, DSL cable modem or other form of Internet access and any other hardware and software necessary to access and use the website.

14.2 This website may present links to third-party websites not owned or operated by us. We are not responsible for the availability of these third-party sites or their contents. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with your use of or reliance on any content of any such third-party websites. These links are provided for your convenience only. No endorsement of any third party products, services or information is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to this website. Your use of such third party websites is subject to the terms and conditions of use and the privacy policies of such websites.

14.3 This Site is owned by us and is protected by any applicable copyright laws and international treaty provisions. You will not sublicense, assign, or transfer the license granted

to you under this Agreement. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this Agreement is void.

14.4 If you know of, or suspect, copyright infringement, please complete the contact form found [here](#).

14.5 This Agreement will be governed by the laws of England and Wales. The exclusive jurisdiction for any claim, action or dispute with us or relating in any way to your use of the website will be in the courts of England and Wales and the venue or the adjudication or disposition of any such claim, action or dispute will be in London, United Kingdom.

14.6 We may send notices to you with respect to your use of the website by sending an email message to the email address listed in your account, by sending a letter via mail to the contact address listed in your account, or by a posting a note on the website when you access your account. You agree that we may provide notice to you through such means. Unless otherwise stated in the notices, the notices will become effective immediately.

14.7 No failure by us or you to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers by us will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy.

14.8 The section headings are for convenience only and will not be used to interpret this Agreement.

14.9 If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, including, without limitation, any of the warranty disclaimers or 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 full force and effect.

14.10 If no enforceable provision can be substituted for any such invalid or unenforceable provision, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions in this Agreement.

14.11 This Agreement will be binding upon and will inure to the benefit of Circa and its successors and assigns. This Agreement, together with any rules, policies, or additional terms associated with this website, constitutes the entire understanding and agreement of the parties respecting the subject matter of this Agreement.

14.12 Any provision of this Agreement which by its nature is intended to survive the termination of this Agreement will survive such termination.

14.13 General Contact Information. For questions regarding this website please email info@circa.art.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY THE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND

EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN AND ANY OTHER COMMUNICATION BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.