

ARt.

Terms of Service

Terms of Service *Last Updated: 06 October 2023*

1. Introduction Welcome to the ARt platform (“we”, “our”, or “us”). These Terms of Service (“Terms”) govern your use of the <https://show3d.art> website, applications, and other products and services (“Services”).

2. Acceptance of Terms By accessing or using our Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you may not access or use our Services.

3. Eligibility You must be at least 13 years old to use our Services, or such greater age required in your country to register for or use our Services.

4. User Accounts To use certain features of our Services, you may need to create an account. You are responsible for safeguarding your account and for any activities or actions under your account.

5. User Content You retain your rights to any content you submit, post or display on or through our Services. By submitting, posting or displaying content, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content in any and all media or distribution methods.

6. Prohibited Conduct You agree not to engage in any of the following prohibited activities:

1. Illegal Content:

- Any content that violates local, state, national, or international laws.
- Content that promotes or facilitates illegal activities, including but not limited to, gambling, drug use, or fraud.

2. Intellectual Property Violations:

- Content that infringes upon others' intellectual property rights, such as unauthorized sharing of copyrighted materials.

3. Harmful or Dangerous Content:

- Content that promotes harmful or dangerous behavior, or creates a risk of physical harm.

4. Violent or Graphic Content:

- Images or scenes depicting violence, gore, or other graphic or disturbing material.

5. Harassment, Bullying, or Hate Speech:

- Content that is threatening, harassing, bullying, discriminatory, or promotes hatred against individuals or groups based on attributes such as race, religion, gender, nationality, disability, or sexual orientation.

6. Misinformation or Deceptive Practices:

- Content that misleads, deceives, or promotes fraudulent or dubious claims.

7. Sexually Explicit Content:

- Pornographic material or content that is otherwise sexually explicit.

8. Spam, Malware, and Phishing:

- Content that is spammy or contains or links to malware, viruses, or other harmful software.
- Content that engages in phishing or attempts to collect personal information in a deceptive manner.

9. Impersonation:

- Content that impersonates others in a misleading or deceptive manner.

10. Commercial Misuse:

- Using the platform for unauthorized commercial activities, such as advertising or solicitation.

11. Manipulated Media:

- Content that has been altered in a way that could mislead or cause harm, such as deepfakes or other manipulated media.

12. Technical Misuse:

- Any attempt to interfere with, hack into, or decipher any transmissions to or from the servers running the application.

7. Modification of Terms We may modify these Terms at any time. If we make changes to these Terms, we will notify you by updating the date at the top of this page.

8. Copyright Policy All requests for action or support with copyright issues can be directed to copyright@show3d.art where we can help you take action.

9. Dispute Resolution *Governing Law:* These Terms and the relationship between you and ARt shall be governed in accordance with the laws of New South Wales, Australia without regard to its conflict of law provisions.

Agreement to Arbitrate: You and ARt agree to resolve any disputes through final and binding arbitration, rather than in court, except for claims arising from bodily injury. The arbitration will be conducted by the Australian Centre for International Commercial Arbitration under its rules. The arbitration will be held in Sydney, Australia or any other location we agree to.

No Class Actions: You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

Judicial Forum for Disputes: In the event that the agreement to arbitrate is found not to apply to you or your claim, you and ARt agree that any judicial proceeding will be brought in the federal or state courts of New South Wales, Australia. Both you and ARt consent to venue and personal jurisdiction there.

Time Limitation on Claims: You agree that any claim you may have arising out of or related to your relationship with ARt must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

10. Limitation of Liability To the maximum extent permitted by applicable law, in no event shall ARt, its affiliates, directors, employees, or licensors be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or relating to the use of, or inability to use, this service.

Under no circumstances will ARt be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the service or your account or the information contained therein.

To the maximum extent permitted by applicable law, ARt 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 to and use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

11. Contact If you have any questions about these Terms, please contact us at:

- Email: info@show3d.art