

Terms and Conditions

Last Modified: January 31, 2024

Please read the Terms and Conditions carefully before you start to use the Site. **The Terms and Conditions govern your access to and use of the Site and the services provided by Artistic Visions LLC ("Company," "we," or "us"), whether you are a client of the Company's through a license agreement with the Company (a "Licensee") or a client, or potential client or site visitor, of a Licensee who gains access to the benefits of the Site by contracting with a Licensee.**

Acceptance of the Terms and Conditions

These Terms and Conditions are entered into by and between You and the Company. The following terms and conditions, together with the service contract, estimate, or order agreed to by you and the Company and any documents they expressly incorporate by reference (collectively, "**Terms and Conditions**"), govern your access to and use of the Company's website at www.artisticvisions.com and www.avwaveinteractivesolutions.com (collectively, the "**Website**") or the web application at www.avwaveinteractive.com or www.avwaveinteractiveapp.com (the "**App**"), including any content, functionality, and services offered on or through the Website or App (collectively, the "**Site**"), whether as a guest or a registered user.

By using the Site or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, found at [Privacy Policy](#), incorporated herein by reference (the "Privacy Policy"). If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Site.

This Site is offered and available to users who are 16 years of age or older and reside in the United States, or any of its territories or possessions. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company by agreeing to these Terms and Conditions and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Changes to the Terms and Conditions

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in [Governing Law and Jurisdiction](#) will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Site.

Your continued use of the Site following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Use of the Site; Accessing the Site; and Account Security

Your access to the Site and the Company's services is dependent upon your reasonable use of the Site and services in compliance with these Terms and Conditions. We reserve the right to

withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms and Conditions and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our *Privacy Policy* (linked above), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

Intellectual Property Rights

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Each Licensee and user represents and warrants that it has every legal right to share and post any content or feature that it posts or shares on the Site, and has the permission of the lawful owner of such material.

These Terms and Conditions permit you to use the Site for the purposes set forth herein only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you wish to make any use of material on the Site other than that set out in this section, please address your request to: support@avwaveinteractive.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms and Conditions, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the terms Artistic Visions, AV Wave Interactive Solutions, the Company logos, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of engaging, promoting, or encouraging illegal activity.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms and Conditions.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms and Conditions, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

User Contributions

The Site may contain message boards, personal web pages or profiles, forums, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit,

publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site.

All User Contributions must comply with the Content Standards set out in these Terms and Conditions.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms and Conditions.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms and Conditions, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms and Conditions.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE**

PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy (linked above).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and

responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including materials provided by Licensees, other users, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Site

We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Site

All information we collect on this Site is subject to our Privacy Policy (linked above). By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Terms of Sale

All purchases through the Site or other transactions for the sale of Services through the Site, or resulting from visits made by you to the Site, are governed by these Terms of Sale and any additional terms which are set forth in our invoices and proposals:

- Scope of Services and Deliverables
 - o We will provide visualization services and / or the license subscription for the App upon Client’s request (the “**Services**”). Such Services include but are not limited to 2D black & white or color site plans, black & white or color elevations, drone photography/drone mapping, photorealistic site plan options, 2D & 3D floor plan options, 3D exterior and interior renderings, 3D photorealistic animated tours, CGI aerials with drone integration, 360° panorama renderings and watercolor renderings, and any other rendering and visualization services that we offer (**)
- Prices and Plans

	BASIC	CUSTOM
Price per month (Apply 10% off per semester or 20% off per year if paid in advance)	100 USD	Custom
Features/Modules available	Up to 3	Custom
Lead / Admin panel	Included	Included
Support	Monday to Friday (9 to 5 pm)	Monday to Friday (9 to 5 pm)
Capacity	Up to 10 elevations	Custom

Set up cost (*)	Not included	Not included
Renderings/visuals (**)	Not included	Not included

One hour of client training included. Additional training time required by client will be charged at \$85 USD per hour.

(*) Set up cost is a one-time payment to be quoted based on the chosen subscription (Starting at 250 USD for basic subscriptions). Set up cost includes uploading clients' logo, base colors and app deploy.

(**) Renderings/visuals are one-time payment according to pricing structure explained further per render, per interactive element and options.

1. Base Renderings. To be quoted based on the specific project requirement, information and existing drawings/floorplans.
 2. Interactive elements and options. Any surface or texture that needs to be rendered will be considered an option.
 - i. \$50 per interactive element for renderings (interior/exterior). Applicable to those elements that have any different feature from the original one.
 - ii. The above cost for rendering interactivity considers up to 5 options per interactive element. Additional options charged at \$10 per option.
 - iii. \$50 per option for floorplans.
 - iv. Interactive elements and options for the 360 View to be quoted based on each specific project requirement and option combinations.
 - v. Interactive Site Plan to be quoted based on each specific project requirement and option combinations.
- Payment Terms
 - o The prices payable by you for the services supplied by the Company will be specified in the applicable proposal and according to the plans and options described above. Unless otherwise expressly stated in a proposal, payments are due the last day of each month. If Client does not pay an invoiced amount within terms, Company reserves the right to suspend the Services. Should the client re-subscribe after suspension of services, additional re-setup costs may apply. In the event that Client's account is more than ninety (90) days in arrears, Client shall reimburse Company for the reasonable costs, including attorney's fees, of collecting such amounts from Client.
 - o Client shall make all payments hereunder by wire, check, or credit card and in US dollars.
 - o Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse the Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which the Company does not waive by the exercise of any rights hereunder), the Company

shall be entitled to suspend the Services if Client fails to pay any amounts when due hereunder.

- o Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with the Company, whether relating to the Company's breach, bankruptcy or otherwise.
- o Changes in, or receipt of incomplete/uncoordinated drawing sets are initiation of services may require additional 3D modeling services which will be billed at a rate of \$85/hr. If this is the case, we will send a separate proposal for the price and delivery schedule to be approved by Client before making any changes.
- Additional Conditions
 - o Once a proposal is approved and the final project delivered, client agrees to pay according the agreed-upon payment terms and price, with such terms included in these Terms and Conditions and each individual proposal.
 - o Client understands that drawings and renderings are approximates that are for illustrative purposes only.
 - o Client understands and accepts that the services that are provided to Client may be used by us for promotional purposes (portfolio, website, social media, flyers, etc.). If such services are used by us for promotional purposes, proper credit will be attributed to Client.
- Termination
 - o Any of the parties may terminate a project upon written notice at any time. Any termination will not affect Client's obligation to pay us for services previously rendered.
- THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- Limitation of Liability.
 - o IN NO EVENT SHALL THE COMPANY BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- o IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY FOR THE SERVICES SOLD HEREUNDER.
- Force Majeure. The Company shall not be liable or responsible to Client, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions or any invoice or proposal when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ten (10) days, Client shall be entitled to give notice in writing to Company to terminate Services.

Additional terms and conditions may also apply to specific portions, services, or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms and Conditions.

Linking to the Site and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Site other than the homepage.

- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms and Conditions.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms and Conditions.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Site is based in the State of Florida in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE

WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Representations and Warranties of Licensee

Each Licensee represents and warrants that it is in compliance with all applicable laws and regulations for its business, its content and materials on this Site, and each of its users and its users' data, including, but not limited to, those laws relating to data protection and privacy and United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Additionally, each Licensee represents and warrants that it is in compliance with every agreement governing its business which directly or indirectly affects the Site.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms and Conditions, or your use of any information obtained from the Site.

Governing Law and Jurisdiction

All matters relating to the Site and these Terms and Conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the County of Broward, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms and Conditions in your county, state, or country of residence or any other relevant county, state, or country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms and Conditions or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Florida law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

Entire Agreement

The Terms and Conditions, our Privacy Policy, estimate, and invoice, or order confirmation, constitute the sole and entire agreement between you and the Company regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Your Comments and Concerns

This website is operated by **Artistic Visions LLC** located at 900 SE Ocean Boulevard, Building E Suite 244, Stuart, Florida 34994.

If you believe someone is infringing your copyright, you can report it to us by contact our designated agent identified below.

Aquileo Abello

Business Development Director | ARTISTIC VISIONS, LLC

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If you contact our designated agent, please be sure to include a complete copyright claim in your report with the following information:

- Your complete contact information (full name, mailing address and phone number).*
- A description of the copyrighted work that you claim has been infringed.
- A description of the content on our site that you claim infringes your copyright.
- Information reasonably sufficient to permit us to locate the material alleged to be infringing.
- A declaration that:
 1. You have a good faith belief that use of the copyrighted content described above, in the manner you have complained of, is not authorized by the copyright owner, its agent, or the law.
 2. The information in your notice is accurate.
 3. Under penalty of perjury, you are the owner or authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.
- Your electronic signature or physical signature.

All other feedback, comments, requests for technical support, and other communications relating to the Site should be directed to: support@avwaveinteractive.com.