

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE AND TO THE PRODUCTS. BY USING THIS WEB SITE OR THE PRODUCTS, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, THEN DO NOT USE THIS WEB SITE OR THE PRODUCTS.

Artisan Vine provides artists with a variety of tools and resources to create, launch and manage online wholesale sales of their work to retailers and galleries across North America. Artisan Vine provides a venue for retailers and galleries to shop North American hand made items. A variety of related offerings, including email marketing, cooperative advertising and premium image hosting services are offered to both artists and retailers. All programs are referred to in these Terms and Conditions of Use as the "Products".

The following are the Terms and Conditions of Use for access to this web site and use of the Products. By clicking the 'I accept' button on the sign-up page, by logging in to your Artisan Vine account or by accessing the Artisan Vine services via any API interface, you accept these terms and conditions of Use.

1. Copyright and Trademark Information

Copyright © 2010 Artisan Vine All Rights Reserved.

This web site, and the information which it contains, is the property of Artisan Vine and its affiliates and licensors, and is protected from unauthorized copying and dissemination by United States & Canada copyright law, trademark law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, "Artisan Vine" and the Artisan Vine logo are registered trademarks of Artisan Vine under the applicable laws of the United States and/or other countries. Other Artisan Vine product or service names or logos appearing in this Site are either trademarks or registered trademarks of Artisan Vine and/or its affiliates. The absence of a product or service name or logo from this list does not constitute a waiver of Artisan Vine's trademark or other intellectual property rights concerning that name or logo.

2. Representations and Acknowledgements

Subject in each case to the terms listed in the remainder of this Agreement (as defined in Section 3 below), you hereby represent, acknowledge and agree that:

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- The Products may only be used for lawful purposes.
- The Artisan Vine Marketing Program will be subject to monthly subscription fees. The Artisan Vine Marketing Program may also be

subject to add on advertising rates. For more information on fees, see Section 4 below and the Fee Schedule.

- The Constant Contact program will be subject to monthly subscription fees once you have completed your free trial period or you have exceeded the free subscriber limit or you have in excess of 100 email addresses. For more information on fees, see Section 4 below and the Fee Schedule.
- You will adopt and maintain the [Privacy Policy](#), which may be modified by Artisan Vine from time to time.
- If you are accessing or using the Products through a third party service or web site ("Third Party Service"), you will abide by these Terms and Conditions of Use regardless of anything to the contrary in your agreement with such third party. You shall not use such Third Party Service to avoid the restrictions set forth in these Terms and Conditions of Use.

3. Products and Support

The Products are provided subject to these Terms and Conditions of Use, as they may be amended by Artisan Vine, and any guidelines, rules or operating policies that Artisan Vine may establish and post from time to time (collectively, the "Agreement"), including without limitation Artisan Vine's customer Privacy Policy, as linked from all email generated from Artisan Vine or otherwise furnished to you (the "Policy") (unless otherwise stated, all references to the Agreement shall include the Policy). By posting updated versions of the Agreement on the artisanvine.com website, or otherwise providing notice to you, Artisan Vine may modify the terms of the Agreement and may discontinue or revise any or all other aspects of the Products in its sole discretion. Except as otherwise provided in the Agreement, all such changes shall become effective upon the posting of the revised Agreement on the Product or at Artisan Vine's website. The Products are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Products are not available to individuals under the age of 18. If you do not qualify, you are not permitted to use the Products. If you are using the Products in your capacity as an employee, you must have the ability to bind your employer by your use of the Product. You must complete the registration form on the Artisan Vine sign up web page in order to use the Products. You will need to register separately for the Constant Contact Email Marketing Program. You shall provide true, accurate, current, and complete information about yourself as requested in the registration form. You may from time to time provide Artisan Vine's service personnel with remote access to your computers and other systems for the purpose of troubleshooting issues that arise in your use of the Products. You hereby waive any claim for damages from any problems that may arise from such access, including without limitation any disruption or damage caused by Artisan Vine or its personnel.

If you are accessing or using the Products through a Third Party Service, you agree and acknowledge that Artisan Vine is not responsible or liable for any actions of such third party or for any aspect or result of such Third Party Service. You use such Third Party Service at your own risk. You further agree and acknowledge that Artisan Vine may terminate such Third Party Service's ability to interact with the Products at any time, with or without notice, and in Artisan Vine's sole discretion, with no liability to you or the third party.

4. Free Trial; Fees and Payment

4.1 Fees for Marketing Program. For the Marketing Program, once you have completed your free trial period, you will be subject to monthly subscription fees in accordance with the [Fee schedule](#) and related information (the "Fee Schedule"). The Fees are based on the subscription plan. You will be required to submit payment monthly in advance for the Marketing Program (unless you have already provided payment or means of payment, such as credit card information) and may purchase, in advance, a monthly subscription for the Marketing Program. Access to the Marketing Program will be disabled until payment is received. Fees will be billed monthly or your pre-paid account will be debited monthly for the Marketing Program, even if you are not actively using the Marketing Program.

4.2 Fee Schedule; Discounts. You are responsible for reviewing the [Fee Schedule](#) from time to time and remaining aware of the fees charged by Artisan Vine. The Fee Schedule, including subscriber levels, is subject to change at any time in Artisan Vine's sole discretion. Artisan Vine will use good faith efforts to notify you via email prior to the effectiveness of any change to the Fee Schedule. If you receive special discounts through a marketing partner, those discounts may not be available if you cease to continue to be a customer of the marketing partner, in which case Artisan Vine's standard rates will apply. Artisan Vine may rely on information provided by the applicable marketing partner, if any, with respect to the status of your account.

4.3 Payment. Payment for Products will be made by a valid credit card accepted by Artisan Vine. Checks will be accepted for prepayments of at least six (6) months. Fees are payable in U.S. dollars. If the monthly payment option is selected or if you have previously provided your credit card for payment, you hereby authorize Artisan Vine to charge your credit card for such amounts on a regular monthly basis beginning at the end of your free trial period and continuing until such time as your account is terminated. If Artisan Vine is for any reason unable to effect automatic payment via your credit card, Artisan Vine will attempt to notify you via email and your Artisan Vine account will be disabled until payment is received. Amounts paid for the Products are not refundable.

5. Prohibited Content

5.1 Prohibited Content. Artisan Vine prohibits the use of the Products or web site by any person or entity that:

- Provides, sells or offers to sell any of the following products or content (or services related to the same): pornography or illicitly pornographic sexual products, including but not limited to magazines, video and software; escort services; illegal goods; illegal drugs; illegal drug contraband; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons.
- Displays or markets material that exploits children, or otherwise exploits children under 18 years of age.
- Provides material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content.
- Posts or discloses any personally identifying information or private information about children without their consent (or their parents' consent in the case of a minor).
- Sells or promotes any products or services that are unlawful in the location at which the content is posted or received.
- Introduces viruses, worms, harmful code and/or Trojan horses on the Internet.
- Promotes, solicits or participates in pyramid schemes or multi-level channel and/or network marketing (MLM) businesses, including but not limited to personal work-at-home offers promoting "get rich quick", "build your wealth" and "financial independence" offerings.
- Engages in any libelous, defamatory, scandalous, threatening, harassing activity.
- Posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.
- Provides content, including images, of authors, artists, photographers or others without the express written consent of the content owner.

5.2 Right to Disable Access. Artisan Vine, at its own discretion, may immediately disable your access to the Products without refund if Artisan Vine believes in its sole discretion that you have violated any of the policies listed above or elsewhere in this Agreement.

6. Artisan Vine Community

You agree that you are responsible for your own use of the Artisan Vine Community, for any posts you make, and for any consequences thereof. You

agree that you will use the Artisan Vine Community in compliance with all applicable local, state, national, and international laws, rules and regulations, including any privacy laws or otherwise from your country of residence and all United States laws. You agree to abide by the [Artisan Vine Community Terms and Conditions of Use](#) and the rules and restrictions therein. The [Artisan Vine Community Terms and Conditions of Use](#) are incorporated by reference into this Agreement. Artisan Vine may, in its sole discretion, modify or revise the Artisan Vine Community Terms and Conditions of Use at any time, and you agree to be bound by such modifications or revisions. Violation of any of the foregoing, including the Artisan Vine Community Terms and Conditions of Use may result in immediate termination of this Agreement, and may subject you to state/provincial and federal penalties and other legal consequences. Artisan Vine reserves the right, but shall have no obligation, to investigate your use of the Artisan Vine Community in order to (a) determine whether a violation of the Agreement has occurred or (b) comply with any applicable law, regulation, legal process or governmental request. Much of the content of the Artisan Vine Community, including the contents of specific postings, profiles, blogs, images and videos, is provided by and is the sole responsibility of the person or people who made such postings. Artisan Vine does not regularly monitor the content of the Artisan Vine Community, so please review the Artisan Vine Community Terms and Conditions of Use for acceptable behavior in the Artisan Vine Community. The Artisan Vine Community is intended to provide Artisan Vine customers with the opportunity to exchange useful information. Artisan Vine does not edit any postings, and does not pre-screen or review every posting. You agree that Artisan Vine is not responsible for the content of any postings in the Artisan Vine Community and has no duty to correct any erroneous statements on any part of the Artisan Vine Community.

7. Restrictions and Responsibilities

7.1 Indemnification. You hereby agree to defend, indemnify and hold harmless Artisan Vine and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that (i) arises from any alleged breach of this Agreement, (ii) arises from the content or effects of any messages you distribute using the Products or (iii) arises from your activities or postings on the Artisan Vine Community, (iv) otherwise arises from or relates to your use of the Products. In addition, you acknowledge and agree that Artisan Vine has the right to seek damages when you use the Products for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages.

7.2 Your Information. In using the varied features of the Products, you may provide information about yourself or your employer (such as name, contact information, or other registration information) to Artisan Vine. Artisan Vine may use this information and any technical information about your use of the Products to tailor its presentations to you, facilitate your movement through the Product, or communicate separately with you. If you accessed the Products as a result of solicitation by a marketing partner of Artisan Vine, Artisan Vine may share your information with the marketing partner and the marketing partner may share related information with Artisan Vine. Except as described above, Artisan Vine will not provide your information, including your contact and account information, to third parties who you have not authorized to receive such information, except(i) as required by law or court order, including without limitation judicial process and law enforcement, or in the good-faith belief that such action is necessary to comply with law or a court order. Artisan Vine will never sell or rent your information to anyone without your permission. In the event Artisan Vine amends or revises the policy described in the immediately preceding sentence, it will provide advance notice of such amendment or revision.

7.3 Intellectual Property Rights in Your Content. You agree that you will not upload or transmit any communications or content of any type to this web site or in connection with the Products that infringe, misappropriate or violate any rights of any party. By submitting ideas, concepts, pictures, inventions, or content to this web site or using them in connection with the Products, you agree that such submission is non-confidential for all purposes. If you make any such submission, you agree that you will not send or transmit to Artisan Vine or to any third party using the Products, any communication or content that infringes or violates any rights of any party. If you submit any business information, ideas, concepts or inventions or content to Artisan Vine by email, you agree such submission is non-confidential for all purposes. If you make any submission to this web site or if you submit any business information, idea, concept or invention to Artisan Vine by email, you automatically grant—or warrant that the owner of such content or intellectual property has expressly granted—Artisan Vine a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display such content in any manner.

8. Termination

There are no refunds for any fees paid. YOU ARE RESPONSIBLE FOR TERMINATING YOUR ACCOUNT AND THIS AGREEMENT AND ARTISAN VINE IS NOT RESPONSIBLE FOR YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT AND ANY CREDIT CARD CHARGES AND FEES YOU INCUR AS A RESULT OF YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT.

Artisan Vine may terminate this Agreement or the Products, disable your account or put your account on inactive status, in each case at any time with or without cause, and with or without notice. Artisan Vine shall have no liability to you or any third party because of such termination or action.

Artisan Vine may delete any of your archived data within 30 days after the date of termination. All sections of this Agreement that by their nature should survive termination will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

If your account is classified (at Artisan Vine's sole discretion) as inactive for over 120 days, Artisan Vine has the right to permanently delete your subscriber data. Artisan Vine will use good faith efforts to contact you via email prior to taking any permanent removal actions.

9. Warranty Disclaimer; Remedies

USE OF THE PRODUCTS AND ANY RELIANCE BY YOU UPON THE PRODUCTS, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. ARTISAN VINE DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRODUCTS. THE PRODUCTS ARE PROVIDED "AS IS" AND ARTISAN VINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your sole and exclusive remedy for any failure or nonperformance of the Products shall be for Artisan Vine to use commercially reasonable efforts to adjust or repair the Products.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL ARTISAN VINE OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "ARTISAN VINE") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF ARTISAN VINE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE

FOREGOING, ARTISAN VINE IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF ARTISAN VINE TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCTS IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY ARTISAN VINE TO YOU IN THAT TWELVE (12) MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

11. Links to Third-Party Web Sites

This web site may contain links to non-Artisan Vine web sites. These links are provided to you as a convenience, and Artisan Vine is not responsible for the content of any linked web site. Any non-Artisan Vine web site accessed from this web site is independent from Artisan Vine, and Artisan Vine has no control over the content of that web site. In addition, a link to any non-Artisan Vine web site does not imply that Artisan Vine endorses or accepts any responsibility for the content or use of such web site.

12. No Implied Endorsements

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by Artisan Vine of that third party or of any product or service provided by a third party.

13. Notice and Take Down Procedures; Copyright Agent

If you believe any materials accessible on or from this web site or the Products infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting Artisan Vine's copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) email address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

Artisan Vine's agent for copyright issues relating to this web site is as follows:

Robin Loewen
Compliance Manager
Artisan Vine
3769 Main Street, Jordan Ontario L0R 1S0
905-562-1136

In an effort to protect the rights of copyright owners, Artisan Vine maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of this web site who are repeat infringers.

14. Open Positions on Career Pages

Artisan Vine may list open employment positions on this web site. Any such postings are for informational purposes only and are subject to change without notice. You should not construe any information on this web site or made available through this web site as an offer for employment. Nor should you construe anything on this web site as a promotion or solicitation for employment not authorized by the laws and regulations of your locale.

15. Username and Password

You are responsible for maintaining the security of your account, passwords, and files. Artisan Vine will accept the instructions of any individual who claims to be authorized to direct changes to your account so long as such person presents your username and password on-line, by email or by phone, or through a Third Party Service, if any, through which you access the Products. Artisan Vine has no knowledge of your organizational structure, if you are registering for the Products as an entity, or your personal relationships, if you are a person. Artisan Vine shall not be responsible for the actions of any individuals who misuse or misappropriate your contact lists or other assets using your username and password.

16. Miscellaneous

16.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

16.2 Artisan Vine and you agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

16.3 No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind Artisan Vine in any respect whatsoever.

16.4 In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

16.5 The Agreement shall be governed by the laws of the Commonwealth of Massachusetts, USA without regard to its choice or law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in the state or federal courts located in Boston, Massachusetts.