

Terms of Service for ARTpublika Magazine LLC

BY ACCESSING AND/OR USING ALL OR A PART OF ARTPUBLIKA MAGAZINE LLC, YOU AUTOMATICALLY CONSENT AND AGREE TO BE BEHOLDEN BY ALL OF THE TERMS INCORPORATED WITHIN THIS AGREEMENT DIRECTLY OR BY REFERENCE, THEREFORE, YOU ARE RESPONSIBLE FOR READING THE TERMS OF SERVICE BEFORE PROCEEDING TO USE ARTPUBLIKA MAGAZINE LLC.

IF YOU DO NOT UNDERSTAND AND/OR AGREE WITH ALL OF THE LISTED TERMS OF SERVICE, PLEASE ABSTAIN FROM USING ARTPUBLIKA MAGAZINE LLC OR ITS SERVICES **IMMEDIATELY**.

THIS TERMS OF SERVICE AGREEMENT HAS BEEN EFFECTIVE AS OF 04.20.2017 AND WAS UPDATED ON 01.27.2025 TO INCLUDE TERMS AND CONDITIONS FOR THE ARTPUBLIKA SHOP AND THIRD PARTY AI TRAINING.

ACCEPTANCE OF TERMS

The following Terms Of Service (also referred to as “TOS”) is legally binding and shall govern the agreement between You (also referred to as the “USER,” “SITE VISITOR,” “CUSTOMER” and/or “PROSPECTIVE CUSTOMER,” “PARTNER” and/or a “COLLABORATOR”) and ARTpublika Magazine LLC (also referred to as “ARTpublika,” “ARTpublika Mag,” “ARTpublika Magazine,” the “Site” and “Website,” “Company,” “Publication” and “Magazine,” “The ARTpublika Shop” and “The Shop”) and all its “Services” as defined below.

SERVICES

ARTpublika Magazine LLC is an arts-focused digital publication and ecommerce platform. By using Services provided by ARTpublika Magazine LLC, You understand, acknowledge, and agree to comply with all the local and national rules and regulations of the United States as well as any related and applicable international laws pertaining to acceptable online conduct and content. You also explicitly agree to never use, either directly, or indirectly — such as via AI, any of the content found on the Site for any harmful, malicious, or illegal purposes, or any kind of AI training.

Service 1 | Original Written Content Published via ARTpublika Magazine LLC.

A. Original Written Content

Original Written Content, which refers to All of the text written specifically for and exclusively featured in ARTpublika Magazine LLC, including Blog content, Volumes content, The ARTpublika Shop content, and Company marketing and/or correspondence content — excluding third party text quoted/borrowed from and linked/credited to source material (see B.) — is the sole property of ARTpublika Magazine LLC. As such, You understand, consent, and agree, to regard and treat All Original Written Content as the sole and exclusive property of ARTpublika Magazine LLC, and refrain from using it for any purpose, personal or commercial, without approval and written consent from ARTpublika Magazine LLC.

B. Links to Other Websites

Original Written Content may contain links to third party websites, sources, and services, that are not owned or controlled by ARTpublika Magazine LLC. As such, the Company assumes no responsibility for the content and/or its accuracy and/or implications, privacy policies, or practices of any third party websites or services. Furthermore, you understand, acknowledge, and agree, to not hold the Company or its representatives responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

Service 2 | Original Visual Content Published in ARTpublika Magazine LLC

A. Original Visual Content

Original Visual Content, which refers to original visual works — such as fine art, illustrations, digital and print graphic design, video and photography, as well as other visuals specifically crafted for ARTpublika Magazine LLC — which include but are not limited to the Company Blog, Volumes, and The ARTpublika Shop, as well as all Company branding and promotional material — including static or moving images designed for editorial, commercial, educational, promotional use, and other visual works that may appear on or in relations to ARTpublika Magazine LLC — are the sole and exclusive property of ARTpublika Magazine LLC.

A.1 | Original Visual Content Ownership and Legal Use

All Original Visual Content featured in ARTpublika Magazine LLC is produced by and is the sole and exclusive property of Yelizaveta Campese — referred to as “Liz Publika” — the founder, director, editor-in-chief, and owner of ARTpublika Magazine LLC. ARTpublika Magazine LLC is currently the only platform authorized to use Original Visual Content created by Liz Publika. You understand, acknowledge and agree that unauthorized use of Original Visual Content created by Liz Publika is unlawful and legally punishable under this agreement, and thereby consent to NOT use it in the manner specified by the TOS.

A.2 | Trademark Information

All ARTpublika Magazine LLC trademarks, service marks, logos, copyrights, trade names, service names, brand features, and products — listed and unlisted — are the property of ARTpublika Magazine LLC and Liz Publika. As such, You understand, consent and agree not to display and/or use any and all ARTpublika Magazine LLC marks, logos, and original visual content, in any manner whatsoever without obtaining ARTpublika Magazine LLC's prior written consent.

B. Original Visual Content Published in The ARTpublika Shop

Products offered by The ARTpublika Shop via ARTpublika Magazine LLC are printed on demand by a third party platform. All rights pertaining to the Original Visual Content featured on merchandise available through The ARTpublika Shop are reserved by Liz Publika. You understand and acknowledge that the company will take legal action in case of unauthorized reproduction of the Original Visual Content featured in ARTpublika Magazine LLC via The ARTpublika Shop, and thereby consent to abiding by the terms specified by the TOS.

Services 3 | Other

ARTpublika Magazine LLC may offer additional Services at its discretion. ARTpublika also reserves the right to update, alter, modify, or revise any current content and/or Services as it sees fit, and this TOS shall apply to any and all additional Services as well as any and all updated, altered, modified, or revised Services unless otherwise stipulated by ARTpublika Magazine LLC.

PRIVATE AND/OR COMMERCIAL REUSE OF SERVICES

You consent and agree not to replicate, duplicate, copy, trade, sell, resell nor exploit for any private or public including commercial reasons any part, use of or access to, ARTpublika Magazine LLC. If You would like to use the Company's original content (in any form), you must get written permission from the editor before you do so.

"AS IS" CLAUSE

By using this site, You understand, consent, and agree to use all of the Services offered by ARTpublika Magazine LLC "AS IS," with all possible faults and defects without warranty of any kind. As such, without limitation to the foregoing, ARTpublika Magazine LLC provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, or will be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. If, however, errors are spotted, please

report them to Liz Publika immediately by sending an email to ARTpublikaMag@gmail.com.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You, depending on where you are located and where the services are rendered. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

ARTpublika Magazine LLC reserves the right to cancel and cease offering any or all of the aforementioned Services and/or products. Therefore, You understand, accept, and agree that ARTpublika LLC shall not be held liable for any updates, alterations, modifications, revisions, or discontinuance of any and all of its Services.

PRIVACY POLICY

Please see the Privacy Policy for details.

CONTRIBUTIONS TO THE SITE

ARTpublika Magazine LLC encourages You to contribute feedback on its website and/or services, including The Shop under the contact tab. However, when You submit ideas, documents, comments, suggestions and/or proposals (“Contributions”) to the Site, You understand, consent and agree that:

- A. ARTpublika Magazine LLC shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- B. ARTpublika Magazine LLC shall be entitled to make use of/or disclose any such Contributions in any such manner as it may see fit;
- C. ARTpublika Magazine LLC is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

EXPORT AND IMPORT COMPLIANCE

EAR

Because technology and technical data may be subject to the export and import laws of the United States, and may also include other countries, You understand, consent and agree to comply with all applicable export and import laws, statues and regulations,

including but not limited to the [Export Administrations Regulations](#) (EAR) and well as the [Sanctions Program of the United States](#)

GPSR

Because products on the site are sold/made in parts of the EU, the Company complies with the [EU's General Product Safety Regulation](#) (GPSR). For questions about GPSR compliance, EU residents can contact us via: SINDEN VENTURES LIMITED, address: Markou Evgenikou 11, Mesa Geitonia 4002 Limassol Cyprus, Email: gpsr@sindenventures.com.

GENERAL INFORMATION

INDEMNITY

You agree to insure and hold ARTpublika Magazine LLC and its Affiliates, Freelancers (referred to as freelance writers and visual content creators), Partners/Sponsors and/or Licensors — blameless or not liable for ANY claim or demand, including those which may be made by any third party. Therefore, You understand, consent and agree that ARTpublika Magazine LLC does not endorse, or is responsible, accountable, or liable for any content, products, advertising or any other materials on or available from such third party sites or resources.

PROPRIETARY & INTELLECTUAL PROPERTY RIGHTS

You understand, consent, and agree, that ARTpublika Magazine LLC's Services and any essential Software (referring to computer programs that are and may be used in connection with its Services) do and will contain proprietary and confidential material that is protected by applicable intellectual property rights and other relevant laws.

As such, You understand, consent and agree that any Content which may be obtained in any advertisements or information presented by and/or through ARTpublika Services is protected by copyrights, trademarks, patent or other applicable and related proprietary rights and laws. Therefore, unless expressly permitted by applicable law or authorized by ARTpublika Magazine LLC, You understand, consent and agree not to alter, modify, lease, rent, loan, sell, broadcast, distribute, transmit, publicly perform and/or create any plagiaristic works whatsoever based on ARTpublika Magazine's LLC Services (e.g. All Content and/or Software).

You understand, consent, and agree not to alter or modify the Content or Software in any manner, nature, or form, as well as not to use any altered or modified versions of the

Content or Software. You also understand, consent and agree not to access ARTpublika Magazine LLC Services through any means other than through the interface that is provided by ARTpublika Magazine LLC and its email ARTpublikaMag@gmail.com

LIMITATIONS OF LIABILITY & RELEASE

IN THE EVENT OF A DISPUTE, YOU AGREE TO RELEASE ARTPUBLIKA MAGAZINE LLC AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSERS, DIRECTORS, CO-BRANDERS, AND PARTNERS OF ANY OTHER THIRD PARTIES FROM CLAIMS, DEMANDS, AND DAMAGES OF ANY AND ALL KIND WHATSOEVER THAT MAY ARISE FROM OR BE CONNECTED TO SUCH A DISPUTE.

SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS

ARTpublika Magazine LLC's editorial content is provided for educational and informational purposes only. As such, You understand, consent and agree that all trading and/or investment decisions You make, and any outcomes they may result in, are solely Your responsibility.

BILLING AND SHIPPING

You shall provide ARTpublika Magazine LLC with accurate and complete billing information, including full name, email and telephone number, address — including the state and zip code — and information for a valid payment method. Should your purchases be undeliverable or/and automatic billing fails to occur due to mistakes in the provided information, You are responsible for all accrued and associated shipping costs, including the fees for the reshipping of your items.

NOTICE

Your acceptance of the TOS constitutes Your understanding, consent, and agreement to receive notices from ARTpublika Magazine LLC, that may include but are not limited to email updates, promotions, event invites, newsletters, changes to the TOS, and postings on the Site in regard to ARTpublika Services.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

If YOU believe a work has been used in any way that constitutes copyright infringement, or believe we are in violation of intellectual property rights, please immediately contact ARTpublika Magazine LLC via ARTpublikaMag@gmail.com, with the subject line: Attention Copyright Agent.

ENTIRE AGREEMENT

These Terms of Service constitute the entire agreement between You of ARTpublika Magazine LLC and the Company, and shall govern the use of its Services, superseding any prior versions of the TOS. Users may also be subject to additional terms and conditions when using or purchasing other ARTpublika Magazine LLC Services and/or third-party content as well as third-party software.

CHOICE OF LAW AND FORUM

Both You and ARTpublika Magazine LLC agree that with regard to the TOS, the laws of the state of New York shall govern the relationship between the parties. Any and all claims, actions and/or disputes arising out of or relating to the TOS, or the relationship between the user and ARTpublika Magazine LLC, shall be filed within the courts having jurisdiction within the County of NYC, New York, or the U.S. District Court located in New York.

WAIVERS AND SEVERABILITY OF TERMS

Should ARTpublika Magazine LLC fail to exercise or enforce any part of the TOS, this failure does not constitute a waiver of the specific right or provision. If any provision of this TOS is found by court to be invalid, You and ARTpublika Magazine LLC nevertheless agree that the court should give effect to the parties' intentions as reflected in the provision, meanwhile, other provisions of the TOS will remain in full force and effect.

STATUTE OF LIMITATIONS

You understand, consent, and agree that regardless of any statute of law to the contrary, any claim or action arising out of and related to the use of our Services or the TOS must be filed within 14 days after said claim or cause of action arose, or be forever barred.

VIOLATIONS

Please immediately report any and all violations of this TOS to ARTpublika Magazine LLC by sending an email to ARTpublikaMag@gmail.com with the subject line: ARTpublika Magazine LLC, Violations Notice