

TERMS OF USE / GENERAL TERMS AND CONDITIONS

1 - Acceptance of contract conditions

1.1 - These Terms of Use describe legally binding conditions for your use of POP SURREALISM AND URBAN ART FORUM ("Website") and all Services (as defined in section 2). You are only authorized to use the Website and Services if you agree to abide by all applicable laws and these Terms of Use. By using this Website and Services you agree to be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, you should leave the Website and discontinue the use of the Services immediately.

1.2 - POP SURREALISM AND URBAN ART FORUM may modify this Agreement from time to time and such modification shall be effective upon posting by POP SURREALISM AND URBAN ART FORUM on the POP SURREALISM AND URBAN ART FORUM Website. Your continued use of the POP SURREALISM AND URBAN ART FORUM Services after POP SURREALISM AND URBAN ART FORUM posts a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

2 - Services

This Website may contain the following communication services („Services“): Image galleries, administration areas, E-mail, bulletin boards, chats, newsgroups, discussion boards and/or other message services, which enable you to communicate with others. These Services are exclusively intended for the personal use of our members and must not be used for commercial purposes, except for purposes which have been explicitly accepted by POP SURREALISM AND URBAN ART FORUM.

3 - Child Supervision

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Website/Services in general you will allow your child access to all of the Services. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

4 - Privacy Policy

4.1 - POP SURREALISM AND URBAN ART FORUM informs the users that data provided by users are processed digitally in a machine-readable form and for purposes resulting from the contractual relationship. Data are only transmitted to third persons within the limits of the contractual purpose. POP SURREALISM AND URBAN ART FORUM would explicitly like to emphasize that we strictly comply with German data protection legislation, in particular regarding the transmission of data to third persons.

4.2 - POP SURREALISM AND URBAN ART FORUM enables all its users to transfer their personal contact data to other users partially or completely or to deny access respectively. Transfer of these contact data is at your own risk.

4.3 - By agreeing to these Terms of Use the user simultaneously declares:

I permit POP SURREALISM AND URBAN ART FORUM

a. to collect my personal data and to process and use these data for the purpose of establishing,

implementing and processing my contractual relationship with the POP SURREALISM AND URBAN ART FORUM. Personal data are inventory data such as name and address and usage data such as username, password and IP address.

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b. to make data which have been provided by a user available to other users. While registering each user can realize which data will be made available. Provision of these data can be stopped by the user anytime.

c. to collect, process and use my usage data amongst others via cookies, to assign me a user id for example. Cookies enable POP SURREALISM AND URBAN ART FORUM e.g. to greet you personally with your username.

d. to process and use my personal data for its own marketing activities such as sending e-mails containing general or promotional information (newsletter). I notice that I may cancel these information anytime. I agree that POP SURREALISM AND URBAN ART FORUM processes and uses my personal data to present contacts to me which match my personal interests. I may disagree with the data use to generate contacts of personal interest.

e. to collect, process and use inventory and usage data which are necessary to disclose and eliminate deceptive information and illegal use or use contrary to the agreement of POP SURREALISM AND URBAN ART FORUM Services. This only applies as far as necessary in individual cases. For this purpose POP SURREALISM AND URBAN ART FORUM may also collect usage data, e.g. via cookies, and process and use them in a manner that enables to identify the specific data from the total stock of all current information which provide actual evidence for having been posted with an abusive intention.

f. to process and use my personal data beyond the end of the contractual relationship, and to transmit these data to criminal law authorities as well as to third parties which have been infringed upon their rights, for protection of substantial interests in clarifying abuse of the Website and Services and for prosecution of rights, if there is actual evidence, which has to be documented, of such abuse of the Website and Services, particularly by posting illegal content.

g. and accept that using the Website and Services by using an alias or anonymously is not reasonable and that the purpose of the Website and the Services might not be reached thereby.

5 - User account, password and security

If a specific Service should require you to open a user account ("profile"), you will be prompted during registration to submit certain information and to register with a username and password. It's your responsibility to keep your username and password confidentially. You are also responsible for all the activities occurring in the name of your user account. You agree to inform us immediately, if your password or your user account should be used without your permission or if any other security regulations should be infringed. POP SURREALISM AND URBAN ART FORUM shall not be liable for any indirect or consequential damages which should result from the disclosure of your username and/or password. You may use another person's user account solely with the explicit consent of the account owner.

6 - Protecting copyrights and other intellectual property

6.1 - It is not allowed to publish, modify, distribute or copy material protected by copyright, trademarks or other protected information without prior consent of the owner of these rights. According to the POP SURREALISM AND URBAN ART FORUM corporate guidelines the membership of members who repeatedly infringe the copyright of other persons, may be terminated immediately, as soon as POP SURREALISM AND URBAN ART FORUM has been informed by the copyright holder or his legal representative of such infringements.

6.2 - If you believe your work has been copied and posted on or through the POP SURREALISM AND URBAN ART FORUM Services in a way that constitutes copyright infringement, please send

POP SURREALISM AND URBAN ART FORUM a notification of claimed infringement with all of the following information:

- (a) a physical or electronic signature of a person who is authorized by the copyright holder;
- (b) identification of the copyrighted work claimed to have been infringed;
- (c) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the POP SURREALISM AND URBAN ART FORUM Services;
- (d) your address, telephone number, and email address;
- (e) a written statement by you that you in good faith believe that the disputed use has not been authorized by the copyright owner, its representative, or the law;

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(f) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. For notification of claimed infringement POP SURREALISM AND URBAN ART FORUM can be reached as follows: POP SURREALISM AND URBAN ART FORUM, Galerie Richter & Masset GmbH und Co. Handels KG, Wuermtalstraße 20, D-81375 Muenchen; E-Mail: contact@yourartshow.org.

6.3 - POP SURREALISM AND URBAN ART FORUM does not claim any ownership rights in the text, files, images, photos, video, works protected by copyright, or any other materials (collectively, „Content“) that you post on or through the POP SURREALISM AND URBAN ART FORUM Services. After posting your Content on or through the POP SURREALISM AND URBAN ART FORUM Services, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By displaying or publishing („posting“) any Content on or through the POP SURREALISM AND URBAN ART FORUM Services, you hereby grant POP SURREALISM AND URBAN ART FORUM a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on or through the POP SURREALISM AND URBAN ART FORUM Services.

7 - Users' Obligations

7.1 - POP SURREALISM AND URBAN ART FORUM does not assume any responsibility for monitoring the POP SURREALISM AND URBAN ART FORUM Services for inappropriate Content or conduct. POP SURREALISM AND URBAN ART FORUM may delete any Content that in its own discretion violates these Terms of Use or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity.

7.2 - In using the Website/Services users agree

7.2.1. to exclusively provide accurate and complete information in their profiles and communication with other users;

7.2.2. not to post Contents infringing the rights of third persons;

7.2.3. to use any retrieved information in from of inquiries, biddings offers or retrieved data for private purposes only; in particular any further exploitation, processing, providing access or transmission is not allowed.

7.2.4 to refrain from molesting other users by trying to communicate. Each user is responsible for keeping company with others in a way which abides the law in all respects and does not violate applicable law.

7.2.5 not to send chain letters, or the same message to multiple users simultaneously;

7.2.6 to refrain from using mechanisms, software or other scripts when using the Website/Services, and blocking, overwriting, modifying, copying (including copying by “robot/crawler” search engine technologies or any other automatic mechanisms) or distributing generated Content. Each user has to avoid any unacceptable or excessive strain of the POP SURREALISM AND URBAN ART FORUM infrastructure.

7.3 - You are fully responsible for the Content that you post on or through any of the POP SURREALISM AND URBAN ART FORUM Services, e.g. in your own profile or posts on other websites. You are aware that all the provided information is accessible to other users of the Website.

7.4 - By publishing your artwork at our Website/Services you indemnify POP SURREALISM AND URBAN ART FORUM from any charges to the Verwertungsgesellschaft BILD-KUNST (German collecting agency for visual arts) or any other collecting society.

8 - Limitation of liability and indemnification

8.1 - POP SURREALISM AND URBAN ART FORUM does not take any responsibility for links to third party websites. The owner of such website is solely liable for its contents. POP SURREALISM AND URBAN ART FORUM does not take any responsibility that such websites do not contain any harmful content. Hence POP SURREALISM AND URBAN ART FORUM will not be liable for any material or immaterial damages, including consequential damages, caused by the use of the provided information.

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8.2 - POP SURREALISM AND URBAN ART FORUM is not responsible for any kind of information or statements provided by its users. POP SURREALISM AND URBAN ART FORUM will not be liable for any neglect of duty between users based on mutually concluded agreements. POP SURREALISM AND URBAN ART FORUM will not be liable for any direct or indirect loss or damages whatsoever due to the use of the Website/Services.

8.3 - POP SURREALISM AND URBAN ART FORUM is not in any way responsible for any artwork sales you or third parties may engage in.

8.4 - POP SURREALISM AND URBAN ART FORUM reserves the right to refuse use of the Website or Services to certain people or organisations.

8.5 - POP SURREALISM AND URBAN ART FORUM reserves the right to remove certain Contents posted on the Website.

8.6 - The user indemnifies POP SURREALISM AND URBAN ART FORUM from any claims which other users or third parties should assert against POP SURREALISM AND URBAN ART FORUM based on the user infringing their rights, including necessary legal costs, court fees and statutory attorney fees.

9 - Indemnity

You agree to indemnify and hold POP SURREALISM AND URBAN ART FORUM or companies associated with POP SURREALISM AND URBAN ART FORUM harmless from and against any breach by you of these Terms of Use and any claim or demand brought against POP SURREALISM AND URBAN ART FORUM or any companies associated with POP SURREALISM AND URBAN ART FORUM by any third party due to your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs

and expenses) howsoever suffered or incurred by POP SURREALISM AND URBAN ART FORUM or companies associated with POP SURREALISM AND URBAN ART FORUM in consequence of your breach of these Terms of Use.

10 - Final clauses

10.1 - There are no subsidiary oral agreements.

10.2 - POP SURREALISM AND URBAN ART FORUM may modify these Terms of Use any time without mentioning the reasons. Registered users will receive the modified Terms of Use via e-mail at the latest within two weeks before coming into effect. If the user does not contradict the validity of the modified Terms of Use within two weeks after receiving the e-mail, the modified Terms of Use will be considered as accepted by the user. POP SURREALISM AND URBAN ART FORUM will inform the user separately about the 2-week-period in the e-mail which announces the modified Terms of Use.

10.3 - POP SURREALISM AND URBAN ART FORUM is entitled to transfer its rights and duties based on this Terms of Use completely or partially to a third party within 4 weeks after e-mail notification. In this case, the user is entitled to cancel the contractual relationship after notification of transfer via e-mail at: contact@yourartshow.org.

10.4 - All the statements which are being transferred within the scope of the contract must be in written form or by e-mail. The e-mail address of POP SURREALISM AND URBAN ART FORUM is: contact@yourartshow.org. Mailing and e-mail address of the user have been provided by the user in his user account. POP SURREALISM AND URBAN ART FORUM reserves the right to change its own e-mail address in its own discretion. In this case POP SURREALISM AND URBAN ART FORUM will inform the user about the e-mail address change.

10.5. - If any provision of this Terms of Use should be or become invalid, this does not affect the validity of any remaining provision of the contract. The parties shall substitute such provision by another valid provision which will which achieves to the greatest extent possible the economic objective of the invalid provision and the contract.

10.6. - Place of performance is the registered office of POP SURREALISM AND URBAN ART FORUM. Any disputes between the parties arising from the contractual relationship shall be subject to the exclusive jurisdiction of the Munich courts, if the user is a registered trader, legal entity under public law or special fund under public law. These Terms of Use shall be governed by and construed in accordance with the law of Germany, excluding the UN Convention on the International Sale of Goods (CISG) and the provisions on the conflict of laws.

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10.7. - The English translation of the Terms of Use is for your convenience only. In case of any discrepancies between the English and the German version the German version shall prevail.
Munich, September 24th, 2008

