



Gavin DeGraw Fan Club

Mail-In Payment

Thank you for joining the Official Gavin DeGraw Fan Club. If you would like to mail in your payment – here is how. ***We only accept a Money Order or Bank Check in US funds made out to “Artist Arena”. We do NOT accept cash or personal check.***

Please print out 2 copies of Page 1 of this form (one to mail to us and one for your records). We will not activate your membership without complete payment and this completed form. Mail a copy of Page 1 completed along with your money order or bank check to:

Gavin DeGraw Fan Club Memberships
c/o Artist Arena
853 Broadway, Suite 1706
New York, NY 10003

Your order: (check one)

- 1 Year Membership – Gavin DeGraw Fan Club (online only – no welcome package)
\$9.95 US Total: \$9.95
- 1 Year Membership – Gavin DeGraw Fan Club (with welcome package)
\$39.95 US plus \$10.00 shipping / US Total: \$49.95
- 1 Year Membership – Gavin DeGraw Fan Club (with welcome package)
\$39.95 US plus \$20.00 shipping / International Total: \$59.95

(please print legibly)

Name: _____

Email Address: _____

Login Name: _____

Must be 4 or more characters in length & may only contain small letter, number & the underscore? _ ?
Do not use spaces!

Password: _____

Must be 4 or more characters and must not contain the Login Name or spaces.

T-shirt Size: Youth Medium Youth Large Small Medium Large X-Large XX-Large
(circle one)

Phone number: _____

Date of Birth: _____

Mailing Address: _____

Street Address

City

State / Province

Zip / Postal Code

Country

Terms & Conditions: I accept the Terms and Conditions specified in the attachment.
(You must check this box indicating you agree to the Terms & Conditions.)

Artist Arena Terms & Conditions

Terms Of Use

(Effective May 9, 2006; last modified May 9, 2006)

Welcome to Fan Club owned and operated by Artist Arena LLC ("we," "us," or "Artist Arena"), the official site of the fan club (the "Club") of (the "Artist"). The following terms of use ("Terms") govern your use of the Site. BY CLICKING ON THE "I AGREE" ICON OR BY USING OR VISITING THE SITE, YOU EXPRESSLY AGREE TO BE BOUND BY THESE TERMS AND TO FOLLOW THESE TERMS AND ALL APPLICABLE LAWS AND REGULATIONS IN YOUR USE OF THE SITE. WE RESERVE THE RIGHT TO CHANGE THESE TERMS AT ANY TIME, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE. PLEASE CHECK THIS PAGE OF THE SITE PERIODICALLY FOR SUCH CHANGES

Member Conduct

User Content We allow Members (as defined below) to make contributions to the Site ("User Content") through chat rooms, bulletin board services, member profiles, and other means. By submitting any User Content to the Site, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free right and license to use, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, and for any purpose. Furthermore, you thereby waive any so-called moral rights or other similar rights in your User Content. You agree not to submit or post any User Content that: (i) infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, rights of privacy and publicity, (ii) is libelous, defamatory or slanderous, (iii) condones, promotes, contains or links to warez, cracks, hacks or similar utilities or programs, (iv) is pornographic or sexually explicit, (v) does or may denigrate or offend any ethnic, racial, gender, religious or other protected group, through use of language, images, stereotypical depiction or otherwise, (vi) is designed to or does harass, threaten, defame or abuse others, (vii) is used to impersonate or claim the identity, characteristics or qualifications of any other person or entity; or falsely state or otherwise misrepresent your affiliation with a person or entity; (viii) exploits minors in a sexual or violent manner, (ix) promotes, condones or encourages illegal activity or ix) is generally offensive or in bad taste. You agree that all of your User Content, whether publicly posted or privately transmitted, is your sole responsibility. User Content does not necessarily reflect our views or opinions. We shall not be liable to you or any third party in any way for any User Content, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Site. We generally do not pre-screen, pre-edit or otherwise control User Content and we do not assume responsibility to monitor the Site for inappropriate User Content. We do not warrant, expressly or impliedly, the accuracy, reliability or quality of User Content. By using the Site, you assume this risk. However, we reserve the right, but have no obligation (i) to monitor interactions between you and other users of the Site; (ii) to prevent you from submitting User Content that is inconsistent with our standards, stated above; (iii) to edit, restrict or remove User Content for any reason at any time; and (iv) to take any other action in good faith to restrict access to or the availability of any User Content that we, or another user, may consider to be inconsistent with the standards described above. If you discover this kind of User Content on the Site, please notify us at info@ArtistArena.com. Should we monitor User Content, we still will assume no responsibility for any inappropriate User Content, or for the conduct of any user who submits it, and or to remove inappropriate User Content from the Site. If we prevent your User Content from being submitted, or edit, restrict, or remove it from the Site, you may not hold us accountable under any circumstances.

Prohibited Activities

You agree to respect the rights of others and exercise good judgment. Without limitation, you agree not to: (i) engage in unsolicited or unauthorized advertising or any other form of solicitation, including, without limitation, "pyramid schemes" or the distribution of promotional materials, "junk mail," "spam," or "chain letters," (ii) impersonate any person or entity or misrepresent your affiliation with a person or entity, (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site, (iv) make available, introduce into or direct to the Site any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, (v) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site, (vi) violate any applicable local, state, national or international law, rules or regulations, including, without limitation, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, (vii) "stalk" or otherwise harass another person, (viii) "deep link" to any portion of the Site, (ix) collect or store personal data about other users, (x) use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorized purpose without our prior express written permission, (xi) take any action that imposes an unreasonable or disproportionately large load on our infrastructure, (xii) display any of the Site in a frame (or any of our content via in-line links); (xiii) attempt to gain unauthorized access to any part of the Site including without limitation, other accounts, computer systems or networks connected to the Site, through hacking, password mining or any other means; (xiv) attempt to obtain any materials or information through any means not intentionally made available through the Site; (xv) engage in any activity that interferes with any third party's ability to use or enjoy the Site, (xvi) assist any third party in engaging in any activity prohibited by these Terms, or (xvii) solicit personal information from, harm or attempt to harm minors, in any way.

Tickets

We reserve the right to block access to or cancel a ticket order of any user that we believe, in our sole and absolute discretion: (i) is or is associated with any ticket broker or scalper, (ii) is utilizing automated means to process or place ticket orders, or (iii) whose ticket order exceeds the stated limit.

Commercial Use

You agree not to use the Site for any commercial purpose, such as conducting sales of tickets, merchandise or services of any kind. Without limiting the foregoing, you may not resell or link to other sites for the purpose of selling tickets of any kind

Privacy

We will have the right to collect, share and use your information in accordance with our Privacy Policy, which is incorporated by reference in these Terms.

Membership

WE, IN OUR SOLE ABSOLUTE DISCRETION, WILL HAVE THE RIGHT TO REFUSE TO ALLOW YOU TO BECOME A MEMBER. WITHOUT LIMITATION OF THE FOREGOING, WE WILL HAVE THE RIGHT TO CHECK YOUR CREDIT PRIOR TO OPENING YOUR ACCOUNT, AND REFUSE TO ALLOW YOU TO BECOME A MEMBER IF WE DETERMINE THAT YOU ARE NOT CREDIT-WORTHY. For residents of the United States: THIS SITE IS NOT INTENDED FOR USE BY CHILDREN UNDER THE AGE OF 13. For all other persons: THIS SITE IS NOT INTENDED FOR USE BY CHILDREN UNDER THE AGE OF 18. YOU MUST COMPLY WITH THESE AGE LIMITS TO BECOME A MEMBER. BY BECOMING A MEMBER, YOU REPRESENT AND WARRANT THAT IF YOU ARE A RESIDENT OF THE UNITED STATES, YOU ARE AT LEAST 13 YEARS OF AGE, AND IF YOU ARE NOT A RESIDENT OF THE UNITED STATES, THAT YOU ARE AT LEAST 18 YEARS OF AGE. We do not accept any such registration from, or provide any product or service to, any visitor who identifies himself or herself as being under the applicable age limit.

Registration Obligations

If you wish to become a member of the Club (a "Member") or are already a Member and wish to use the "Members Only" Section of the Site, you must create a Member Account on the Site through our online registration process. In doing so, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Site's registration process (such information being the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Password and Security

Members will receive a password and an account upon completing the Site's registration process. You are responsible for maintaining the confidentiality of the password and your account and are fully responsible for all activities that occur under your password or account. You agree not to share your user name and password with anyone else; each user should have his or her own personal account and password. Unauthorized access through improper password use may result in termination of the password owner's account and perhaps legal action as well. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security. Also, please ensure that you exit from your account at the end of each session. We will not be liable to you or any third party for any loss or damage arising from your failure to comply with these Terms of Use.

User Names

Members will also receive one or more User Names upon completing the Site's registration process. User Names are issued based upon availability, and we reserve the right to cancel any User Name in our sole discretion, if it is offensive or violates any rule applicable to the Site. All User Names are our property. Upon termination, you shall surrender such User Name(s) and we may reserve or reissue any User Name in our sole discretion.

Billing and Payment

In joining the Club, you agree to pay the membership fees and other charges provided in the online order form (the "Order Form"); as well as fees and charges accruing when you buy tickets or merchandise at the Site, or through the Site from one of our business partners. We reserve the right to change membership fees and other charges by notifying you sixty (60) days in advance of the effective date of the change. If you do not agree to any such change, your sole remedy will be to terminate your membership and account; if you do not terminate your membership and account, you will be deemed to have agreed to the change. Fees and other charges shall be invoiced in accordance with the terms and conditions set forth both in these Terms and the Order Form. All payments shall be made in U.S. currency. You agree to pay a late payment charge equal to 1.5% (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance of any invoice remaining unpaid thirty (30) days after the date upon which payment is due ("Due Date"). Accounts unpaid after the Due Date may have service suspended or terminated. Such suspension or termination shall not relieve you of your obligation to pay the fee due. You agree to pay us our expenses, including attorney's fees and collection agency fees, incurred in enforcing our rights under this Section. You shall pay all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to your account. The term of this Agreement shall be quarter to quarter, annually, or otherwise, as provided in the Order Form; all memberships in the Club renew automatically at the end of their subscription period, and charged to your credit card, until you request a cancellation. The fee we will charge you to renew a membership will be equal to the preceding membership fee we charged, unless you are given notice before the renewal date of a different price. When you buy tickets or merchandise through the Site, you will be connected with the site of one of our business partners ("Business Partner") who will handle your order. By making your order, you agree to be bound to the terms and conditions imposed by the Business Partner, including its privacy policy, in addition to these Terms of Use. The Business Partner will be identified on the order page. We reserve the right to change any Business Partner, in our discretion. You must have a valid credit card in order to join the Club and to make any purchase at the Site.

Cancellation

Once your credit card has been charged, your membership is non-refundable, and your Annual subscription will auto-renew until you decide to cancel. When your Annual account has auto-renewed you will have sixty (60) days following the date that any renewal fee is posted to your credit card account, to give notice that you want to cancel your membership; when your membership is cancelled, a credit will be posted to your credit card account equal to the most recent renewal fee charged. For monthly accounts or other accounts with a periodic fee cycle of less than one year, there are no refunds for cancellations. For monthly subscriptions, you must notify us at least 15 days prior to the first day of the next

calendar month to avoid being charged the fee for such month. For all other memberships, you must notify us at least 15 days prior to the first day of the next period to avoid being charged the renewal fee for such subscription period. For security, all cancellation requests must be made by the primary contact person on the account who must provide sufficient identification. Any cancellation request shall be effective upon receipt, unless another date is specified in such cancellation request. You can cancel online by emailing info@ArtistArena.com. We reserve the right to terminate any account and membership at any time, in our discretion, with or without notice to you, if you violate any of these Terms. Any cancellation by us shall not relieve you of any obligations to pay fees accrued prior to such cancellation. In the event of such a cancellation, we shall have no liability to you or any third party. Upon such termination, we: (i) may immediately deactivate or delete your account and all related information and files in such accounts and/or bar any further access to such account or files; and (ii) will not be obligated to refund any part of your membership or any other fees you have paid to the Club.

General Practices & Limits

You also acknowledge that .com may establish general practices and limits concerning use of the Site, including without limitation, limiting the maximum number of days that email messages, message board posts or other uploaded content will be retained by the Site, the maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on .com servers on your behalf, the maximum length of time that an IP address will be assigned for your use, the maximum throughput of traffic from the Internet or associated service (e.g., Usenet, email, web host), and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. You agree that .com has no responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of data communications over the Site, or for other content maintained or transmitted by the Site. You acknowledge that .com reserves the right to log off accounts that are, or disconnect a session that is, inactive for an extended period of time.

IP Address Ownership

We shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by us and we reserve, in our sole discretion, the right to change or remove any and all such IP numbers and addresses.

CPU Usage

You agree that you shall not use excessive amounts of CPU processing on any of our servers. Any violation of this policy may result in corrective action by us, in our sole discretion, including assessment of additional charges, disconnection or discontinuance of your membership, or termination of this Agreement. In the event that we elect to take any corrective action, you shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

INTELLECTUAL PROPERTY

Proprietary Rights This Site is owned and operated by Artist Arena. The contents of this Site are protected by United States copyright and trademark law, international conventions and other applicable laws. All materials contained in the Site are the copyrighted property of Artist Arena or its subsidiaries or affiliated companies and/or third-party licensors (unless in the public domain). All trademarks, service marks, and trade names are proprietary to Artist Arena or its affiliates and/or third-party licensors. Unless expressly authorized by us, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials or content available on the Site. Notwithstanding the above, you may use the content and materials on the Site in the course of your normal, personal, non-commercial use of the Site.

Intellectual Property Rights Policy

We respect the intellectual property rights of others, and we ask our users to do the same. Without limiting any of its other rights and remedies under the Terms of Use, our policy is to terminate access to the Site by repeat infringers of copyright. If you believe that your copyright, trademark or other intellectual property rights have been infringed, please provide us with a written notification that includes the following: 1. A physical or electronic signature of person authorized to act on behalf of the owner of the right that is allegedly infringed; 2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works or rights are covered by a single notification, a representative list of such works or rights; 3. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate that material; 4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address; 5. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law; and 6. A statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner, or authorized to act on behalf of the copyright owner, of the work that is allegedly infringed. Please direct all notifications to info@ArtistArena.com.

MODIFICATION, SUSPENSION AND TERMINATION

We reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site or the Club with or without prior notice. You will not be entitled to a refund during service outages that are caused by our maintenance on the servers or the technology that underlies Site. You agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance.

REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that: (i) you have the full power and authority to enter into and perform under these Terms, (ii) your use of the Site will not infringe the copyright, trademark, right of publicity or any other legal right of any third party, and (iii) you will comply with all applicable laws and regulations in using the Site and in engaging in all other activities arising from, relating to or connected with these Terms.

INDEMNITY

You agree to indemnify and hold harmless the Club, Artist Arena LLC and the Artist and the Artist's management as well as their subsidiaries, affiliates, owners, associates, licensees, licensors, officers, agents and other partners and employees (the "Indemnified Parties") from any claim, demand, action, damage, loss, cost or expense, including without limitation, reasonable attorneys' fees, incurred in connection with any suit or proceeding brought against any of the Indemnified Parties arising out of your use of the Site or alleging facts or circumstances that could constitute a breach of any provision of these Terms by you. If you are obligated to indemnify any of the Indemnified Parties, such party will have the right, in its sole and exclusive discretion, to control any action or proceeding and determine whether they wish to settle it, and if so, on what terms.

DISCLAIMERS, EXCLUSIONS AND LIMITATIONS

Disclaimers YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CLUB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CLUB MAKES NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, OR THAT (v) ANY ERRORS IN ANY DATA OR SOFTWARE WILL BE CORRECTED.

Links and Third-Party Services

ANY THIRD-PARTY LINKS, SERVICES, RESOURCES OR INFORMATION PROVIDED ON OR MADE AVAILABLE THROUGH THE SITE ARE NOT CONTROLLED BY US. ACCORDINGLY, WE DO NOT ENDORSE ANY SUCH LINKED SITES OR THE INFORMATION, MATERIAL, PRODUCTS OR SERVICES CONTAINED ON OTHER LINKED SITES, OR ACCESSIBLE THROUGH THEM. FURTHER, WE MAKE NO WARRANTIES REGARDING SUCH THIRD-PARTY LINKS, SERVICES, RESOURCES OR INFORMATION, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY SERVICES, RESOURCES OR INFORMATION. ACCESS AND USE OF LINKED SITES, INCLUDING INFORMATION, MATERIAL, PRODUCTS AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH THEM, IS SOLELY AT YOUR OWN RISK.

Exclusion of Damages

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE.

Limitations on Liability

IN THE CASE OF A MEMBER, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH THE SITE OR THESE TERMS EXCEED THE ACTUAL DOLLAR AMOUNT PAID BY YOU TO THE CLUB DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION IN THE CASE OF A NON-MEMBER USER OF THE SITE, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH THE SITE OR THESE TERMS EXCEED THE SUM OF TWENTY-FIVE (\$25) DOLLARS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Force Majeure

We will not be liable to you or any third party for failure or delay in performing our obligations hereunder if such failure or delay is due to circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, computer viruses, terrorism, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Site.

ARBITRATION

You agree that any dispute arising out of or relating to these Terms or your use of the Site will be submitted exclusively to confidential binding arbitration in New York, NY. Arbitration under these Terms will be conducted under the prevailing rules of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms will be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate the intellectual property rights of the Club, Artist Arena LLC or its management, these persons or entities may seek injunctive or other appropriate relief in any state or federal court in the state of New York, and you consent to exclusive jurisdiction and venue in such courts.

TRANSLATIONS

As a convenience to our members, we have occasionally and in our sole discretion provided versions of these Terms in languages other than English (each, a "Translation"). We have attempted to make the Translations accurate, but we cannot be responsible in the event of any errors, inaccuracies or discrepancies in the Translations. Accordingly, if there is any conflict in meaning between a Translation and these Terms, these Terms in the English language shall govern and be given precedence. Furthermore, we do not provide any customer service in any language other than English, and cannot take responsibility for any problems or issues that may arise as a result of this fact.

ACCESS OUTSIDE THE UNITED STATES

Unless otherwise specified, the materials in this Site are presented solely for citizens and residents of the United States and its territories, possessions, and protectorates. Artist Arena is controlled and operated from its United States offices in New York City. We make no representation that materials on the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software from this site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

MISCELLANEOUS

The Site is based in and operated from the United States of America. Information which you send to us by email or which we gather from you when you visit our website is held and processed in the United States of America. These Terms shall be binding upon and inure to our benefit, and the our successors, and assigns. You may not assign these Terms without our prior written consent. These Terms contain the entire understanding of the parties regarding their subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding their subject matter. The Terms and the relationship between you and us shall be governed by the laws of the State of New York and the United States of America without regard to any conflict of law provisions. No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.

BREACH

If you become aware of any activity that may constitute a breach of these Terms, please notify us at info@ArtistArena.com. We will investigate your claim and may then take any action that we, in our sole and exclusive discretion, deem appropriate.

TRADEMARKS

Artist Arena is the trademark of Artist Arena LLC. All rights reserved. All other trademarks on the Site are the property of their respective owners.

DISCLOSURES

The Club, and this Site, are operated by Artist Arena LLC, which is located at 853 Broadway Ste 1715, NY NY10003. If you are a California resident, you may obtain this same information via email by request it by letter to the foregoing address with your email address. Our refund policy is described above.