

PLEASE READ THESE TERMS OF USE ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE WEBSITE AND SERVICES OFFERED BY RBW. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT [HTTP://WWW.KJV 2014](http://www.kjv2014.com) (THE "SITE") AND ALL SERVICES PROVIDED BY RBW ON THE SITE.

By using the Site in any manner, including but not limited to visiting or browsing the Site, you (the "user" or "you") agree to be bound by this Agreement. This Agreement applies to all users of the Site, especially as the site evolves including without limitation users who are vendors, customers, merchants (tbd), contributors of content, information and other materials or services on the Site.

### **Right Brain Works LLC / 8 by 8 KJV 2014 Art Donation Agreement, terms and conditions**

Both Artist and Right Brain Works LLC, RBW, believe art is a tremendous asset to the Christian way. Agreement for participation and use between the original artist and Right Brain Works LLC (RBW). The Artist has created a work of art which he or she wishes to donate without consideration to RBW for use to promote the Christian message. RBW agrees to accept your 8 by 8 original art created for the KJV 2014 crowd sourcing project the day we receive the art by mail. RBW agrees to accept the donation and agrees to consider use within the KJV 2014 project at the sole discretion of RBW, with the understanding RBW has exclusive and unlimited use. All donations are unconditional and irrevocable. Your original 8 by 8 art is free of liens, claims, and other encumbrances. Plus, the art does not infringe on any copyright. You acknowledge and agree that you are solely responsible for all Original Works of Art and Digital Works (mixed media) that you make available through the Site and for commercialization use. Accordingly, you represent and warrant that: (i) as to Original Works of Art that you make available to RBW through the Site and Services, you are the creator of all such Original Works of Arts and you are the sole and exclusive owner of all such Original Works of Art; (ii) as to Mixed media that you donate to the Initiative and Services, you are either the sole and exclusive owner of all such Mixed media or you have all rights, licenses, consents and releases that are necessary to grant to RBW the rights in such Mixed media as contemplated under these Terms; and (iii) neither the Original Works of Art nor Mixed media that you make available through the Site and Services nor RBW use and exploitation thereof as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. As a Artist you may submit listings for original works of art ("Original Works of Art") that you have created and that you desire to donate through the Site and Services. You may not submit listings for Original Works of Art that were created by another artist. you may also submit listings for mixed media of works of art ("Digital Works") that you have created and that you desire to have RBW commercially exploit through the Site and Services. You may not submit listings for Mixed media that were created by another artist. In order for your listings to be accepted, you must provide RBW with all the information requested on the applicable form of our Site and you must comply with any other RBW requirements as identified on such form. Without limiting the generality of the foregoing, if you submit listings for RBW to use for sale and to place on a verse, you may be required to verify your identity by separately providing RBW with proper ID. Your listings must be accurate and complete and comply with RBW then-current listings content guidelines, which are available at RBW guidelines. RBW reserves the right to edit any listings to ensure that they comply with these guidelines.

RBW can reproduce and use, (like show in a gallery) without written consent faithfully, images of the original art for unlimited commercial use. The use and commercial applications are at the sole Discretion of RBW. If we sell prints prints and other derivatives of the art at any price RBW sees fit RBW make no guarantees on the protection of storage of the art, but it is our intent to one day have a gallery that can show your work with the Word of GOD. Artist wave all rights he or she posses pursuant to the visual rights act. This waiver applies to any cause that result in distortion / mutilation or in the event of arts destruction. RBW has the sole discretion to remove, not use and place on any appropriate verse without question. Last, RBW rights and obligations may be assigned without consent. RBW, have the right to photograph or reproduce depiction that the donated art work for commercial, educational, catalog, and publicity purposes. It is of the understanding beyond different utilization the art including showing at a gallery, making prints for sale, and or printing a KJV Bible with the art. RBW in accepting the donated

art work, has made no determination of the value of the donated art and makes no representation of the value of assurances as to the value of the art work for that purpose or otherwise.

The law shall be governed by the laws of Illinois pursuant to the laws of the State of Ill. Compliance: You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes for your donation. In addition, you must abide by RBW policies as stated in the terms of use.

Again, It is our goal to have a permeant gallery with all the work and print a KJV 2014 Bible, print a KJV 2014 Bible, and last commercialize prints and other potential uses. We want to support Christian based organization.

#### Issue with the Donated Art

With Respect the intellectual property of others. If you feel someone has violated your copyright, you can report it to RBW on the website. Please provide details who, what, when, where and why. It is our policy not donate prohibited items.

#### KJV 2014 by RBW is a Crowd Source Venue

The site acts as a venue to allow users who comply with RBW policies to offer, RBW to sell certain goods within a fixed-price format determined by RBW. RBW is not directly involved in the art creation / content. As a result, RBW has is not liable over the quality, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of artist to donate legitimate legal art or the ability of buyers to pay for items. RBW does not pre-screen users (except for services that require an application) or the content or information provided by users. As we evolve RBW will try to make sure that a buyer or printer / other provider will actually complete a transaction of the reproduction of the art. Consequently, RBW does not transfer legal ownership of items / reproductions from the seller to the buyer. RBW cannot guarantee the true identity, age, and nationality of a people engaged in the site. Because some of the art and Bible topics are heavy topics and might be considered vivid, user discretion is advised. You agree that KJV 2014 is a crowd source venue and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links other users, or outside parties on KJV 2014. You use the KJV 2014 service at your own risk since the Bible is full of hard truth.

In addition, some services offered through the Site may be subject to additional terms and conditions promulgated by RBW from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.

Retail Password: Keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify RBW of any unauthorized use of your password or any breach of security. You also agree that RBW cannot and will not be liable for any loss or damage arising from your failure to keep your password secure. You agree not to provide your username and password information in combination to any other party other than RBW without RBW express written permission. In the event of a security breach on the RBW platform, you will hold RBW harmless of all damages. Account Information: You must keep your account information up-to-date and accurate at all times, including a valid email address. To buy items on KJV 2014 you must provide and maintain valid payment information such as valid credit card information or a valid PayPal account. Account Transfer: You may not transfer or sell your account and User ID to another party. You are responsible for all activity of the account and User ID. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement. Right to Refuse Service: RBW services are not available to temporarily or indefinitely suspended RBW participants. RBW reserves the right, in RBW sole discretion, to cancel unconfirmed or inactive accounts. RBW reserves the right to refuse service to anyone, for any reason, at any time. The security of your personal information is important to us. Your RBW account information is protected by a password. It is important that you protect against unauthorized access of your account and information by choosing your

password carefully, and keeping your password and computer secure by signing out after using our services. RBW follows generally accepted industry standards to protect the personal information submitted to us, both during transmission and once RBW receives it. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

#### Fees and Billing

In the future RBW will charge a set price for listing an print with the verse copy to be used for T shirts etc of the art piece for continuous reproduction and sales. However, RBW may choose to temporarily change the price. Policy for the RBW services for promotional events such changes are effective when RBW posts the temporary promotional event on the Site. RBW may, at RBW sole discretion, change some or all of RBW services at any time. In the event RBW introduces a new service, we will post the new service. In certain situations, including but not limited to a void or invalid transaction.

#### Donation and Selling

Listing Description: eventually, All donated listings the site can be for sale. By RBW listing an item on the Site you warrant that you and all aspects of the item comply with RBW published policies. You also warrant that RBW may legally sell the item (no copyright issues, claims or liens etc).

Binding Sale: artists are responsible for original work and buyers are responsible for previewing the art. All sales are binding. The print on demand partner is obligated to ship the order or otherwise complete the transaction with the buyer in a prompt manner, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of the listing requirements (such as payment method), or (b), RBW / print on demand partner cannot authenticate the buyer's identity. The buyer is obligated to deliver appropriate payment for items purchased, unless there is an exceptional circumstance. Fee Avoidance: The price stated in each item listing description must be an accurate representation of the sale. RBW / print on demand partner may charge reasonable shipping and handling fees to cover the costs for packaging and mailing the items.

#### Prohibited, Questionable and Infringing Items and Activities

You are solely responsible for your conduct and activities on and regarding to RBW and any and all data, art text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that you submit to RBW.

Restricted Activities: Art Content and your use of RBW shall not:

Be false, inaccurate or misleading

Be fraudulent or involve the sale of illegal, counterfeit or stolen items

Infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (see also, RBW Copyright and Intellectual Property Policy)

Violate this Agreement, RBW Guidelines, any site policy or community guidelines, or any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)

Contain Art that have been identified by the U.S. Consumer Products Safety Commission (CPSC) as hazardous to consumers and therefore subject to a recall

Be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including RBW staff or other users), or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device

Interfere with a artist business

Take any action that may undermine the Bible and Christian values

Be obscene

Contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information

Modify, adapt or hack RBW or modify another website so as to falsely imply that it is associated with RBW;

Appear to create liability for RBW or cause RBW to lose (in whole or in part) the services of RBW ISPs or other potential partners

Link directly or indirectly, reference or contain descriptions of goods or services that are prohibited under this Agreement, the Privacy Policy, Guidelines, or other policy documents as posted on the site.

Furthermore, you may not donate any item that could cause RBW to violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use.

#### Content

Because it is donated, RBW does not claim ownership rights to the art. You grant RBW a right solely to enable RBW to a perpetual and exclusively use the art or Content you supply RBW with, so that RBW is not violating any rights you might have in that Art. You grant RBW an exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise the copyright, publicity, and reproduction rights you have in the Content, in any media now known or not currently known, with respect to your Content. You agree to allow RBW to show, print, use any way, store, translate, or re-format your Content and many different applications and uses. RBW can display your Content on its sites in any way RBW chooses. Re-Posting Content: By donating Content on RBW, it is possible for an outside website or a third party to re-post that Content. You agree to hold RBW harmless for any dispute concerning this use.

Idea Submissions: RBW considers any unsolicited suggestions, ideas, proposals or other material submitted to it by users via the Site or otherwise (other than the Content and the tangible items sold on the Site by users) (collectively, the "Material") to be non-confidential and non-proprietary, and RBW shall not be liable for the disclosure or use of such Material. If, at RBW request, any member sends Material to improve the site (for example through the customer support), RBW will also consider that Material to be non-confidential and non-proprietary and RBW will not be liable for use or disclosure of the Material. Any communication by you to RBW is subject to this Agreement. You hereby grant and agree to grant RBW, under all of your rights in the Material, a worldwide, an exclusive, perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable right and license to incorporate, use, publish and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the API, documentation, or any product or service, without compensation or accounting to you and without further recourse by you.

#### Information Control

RBW does not create the Content provided by artists that is made available on The site. You may find some Content to be offensive, harmful, inaccurate, or deceptive. There are also risks of dealing with underage persons or people acting under false pretense. By using RBW, you agree to accept such risks and that RBW (and RBW officers, agents, subsidiaries, joint ventures and employees (if we grow) is not responsible for any and all acts or omissions of users on RBW.

Other Resources: RBW is not responsible for the availability of outside websites or resources linked to or referenced on the Site. RBW does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You agree that RBW shall not be 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 websites or resources.

#### Resolution of Disputes and Release

Disputes with RBW: In the event a dispute arises between you and RBW, please contact RBW. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in a State chosen by RBW, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes.

You release RBW (and RBW officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes with artist works that infringe on copyright laws.

#### RBW Intellectual Property

RBW, and other RBW graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of RBW Inc. in the U.S. and/or other countries. RBW trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

Take any action that imposes, or may impose, in RBW sole discretion, an unreasonable or disproportionately large load on RBW infrastructure

Copy, reproduce, modify, create derivative works from, distribute or publicly display any user Content or other allowed uses as set out in RBW Guidelines from the Site except to the extent expressly permitted by and in compliance with RBW API Terms of Use or otherwise without the prior express written permission of RBW and the appropriate third party, as applicable

Interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site is prohibited.

#### Breach

Without limiting any other remedies, RBW may, without notice, remove Content warn RBW community of a user's actions, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if any of the following apply:

RBW suspects (by information, investigation, conviction, claim, accusation, settlement, insurance or escrow investigation, or otherwise) a user has breached this Agreement or other policy documents and community guidelines incorporated herein; RBW is unable to verify or authenticate any of your personal information or Content; or RBW believes that a user is acting inconsistently with the letter or spirit of RBW policies, has engaged in improper or fraudulent activity in connection with RBW or the actions may cause legal liability or financial loss to RBW users or RBW.

RBW reserves the right to suspend and/or terminate a person's account or any accounts held by that person by virtue of association, including all usernames under which that person operates on RBW

#### Privacy

Except as provided in RBW Privacy Policy RBW will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent. RBW stores and processes Content on computers located in the United States. By visiting RBW website or using RBW mobile applications, you are accepting the terms of this Privacy Policy. Any external links to other websites are clearly identifiable as such, and we are not responsible for the content or the privacy policies of these other websites. At RBW, we value our community. You trust us with your information, and we're serious about that responsibility. We know you care about your privacy, too, so we provide settings that allow you to control how certain information is used on RBW. This policy explains our privacy practices for KJV2014.com(the "Site"), By visiting the Site or using the you are accepting the terms of this Privacy Policy.

Current policy published: Aug, 2014

#### Information Sharing & Disclosure

We want to respect your privacy. RBW will not disclose your name, email address or other personal information to third parties without your explicit consent, except as specified in this policy. RBW limits access to your personal information to employees who we believe reasonably need to come into contact

with that information to provide products or services to you or in order to do their jobs. As part of the buying and selling process, RBW will facilitate the sharing of information between the two members involved in the transaction. RBW may release your personal information to a third-party in order to protect, establish, or exercise our legal rights or defend against legal claims; comply with a subpoena, court order, legal process, or other legal requirement; or when we believe in good faith that such disclosure is necessary to comply with the law, prevent imminent physical harm or financial loss, or investigate, prevent, or take action regarding illegal activities, suspected fraud, threats to our property, or violations of RBW Terms of Use. We may disclose personally identifiable information to parties in compliance with our Copyright and Intellectual Property Policy, as we in our sole discretion believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity. In such events, RBW may disclose a name, address, country, phone number, email address and company name. RBW will be affiliated with a variety of businesses and works closely with them. These businesses may offer promotions or sell items or services to you through RBW future platforms. may also provide services or sell products jointly with affiliated businesses. Due to the nature of our business model, when an affiliated business is associated with a transaction, we may share information that is related to such transaction with that affiliated business. RBW may share aggregated demographic information with business partners.

We can only speak for ourselves; this policy does not apply to the practices of third parties that RBW does not own or control, or individuals that RBW does not employ or manage. If you provide your information to others on RBW or throughout the Internet, different rules may apply to the use or disclosure of the information you provide to them. RBW is not responsible for the privacy or security practices of other websites / partners on the Internet, even those linked to or from the Our Site. We encourage you to ask questions before you disclose your personal information to others.

As an RBW buyer you are required to provide a valid email address at registration and choose a username or alias that may represent your identity on the site.

RBW may receive and records some information from your browser or your mobile device when you visit the Site or use the Apps, such as your IP address or unique device identifier, cookies and data about which pages you visit on the Site or on the Apps. This information helps us analyze and understand how the Site work for members and visitors, and provide a more personalized experience for members and visitors. For more information about online tracking tools (including flash cookies) and how we use them, see our Cookies & Tracking Technologies page or the section below in this policy on "Information Sharing & Disclosure."

#### Privacy Policy Changes

RBW reserves the right to modify this privacy policy at any time, so please review it periodically. We'll communicate changes by posting a notice on the Site or future Apps. If we make material changes to this policy, prior to the change becoming effective, you will be notified here, by email, in the version notes on the Apps' platform, or other places RBW seems appropriate.  
Launch aug, 2014...

#### Information Collected or Received

RBW requires a member to provide a valid email address and choose a username connected with your donation activity. We will only put your initials on the art piece on the front page.

#### Uses and Sharing

We use the information that we gather from our users in a number of ways, including to provide and improve our services, for targeted online marketing, and to communicate with you. We also may partner with service providers and other third parties that collect, use, and analyze information about RBW users.

RBW will not sell or disclose your personal information to third parties without your explicit consent, except as specified in our Privacy Policy.

#### No Warranty

RBW, RBW SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND RBW SUPPLIERS PROVIDE RBW WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. RBW and our SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND ETSY'S SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM RBW SHALL CREATE ANY WARRANTY. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

#### Liability Limit

IN NO EVENT SHALL RBW, AND (AS APPLICABLE) RBW SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR RBW SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, RBW SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

RBW LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF RBW SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO RBW.

#### Indemnity

You agree to defend, indemnify, and hold RBW, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Services, RBW Art Content or Member Content, or your violation of these Terms.

#### No Guarantee

RBW does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside RBW control.

#### Legal Compliance; Taxes

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and any RBW service and, if applicable, your listing, purchase, solicitation of offers to purchase, and sale of items. In addition, you shall be responsible for paying any and all taxes applicable to any activity on the site including donation.

#### Severability

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

#### No Agency

You are donators, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

#### RBW Service and use

RBW reserves the right to modify or terminate the service / use and art for any reason, without notice, at any time. RBW reserves the right to alter these Terms of Use or other Site policies at any time, so please review the policies frequently. If RBW makes a material change RBW will notify you here, by email, by means of a notice on our home page, or other places RBW deems appropriate. What constitutes a "material change" will be determined at RBW sole discretion, in good faith, and using common sense and reasonable judgment.

#### Survival

shall survive any termination or expiration of this Agreement.

#### Notices

Except as explicitly stated otherwise, any notices shall be given by postal mail to RBW; Attn: Legal

(in the case of RBW) or, in your case, to the email address you provide to RBW (either during the registration process or when your email address changes).

#### Choices

For purchasing, You may review and change your information in your account settings, and you may remove certain optional pieces of information. As the site evolves, You may opt-out of receiving certain types of communications from RBW in your account settings.

#### Information Collected or Received

RBW will not disclose your name, email address or other personal information to third parties without your explicit consent, except as specified in this policy.

RBW Terms of Use require all account owners to be at least 18 years of age (or have the permission and supervision of a responsible parent or legal guardian), therefore, this policy does not discuss use of our Site, our Apps, or services by minors.

For various reasons, RBW may contact you about our services or your activity. Some of these messages are required, service-related messages for members. Other messages are not required, and you can control which optional messages you choose to receive by changing your settings in your account. Learn more in the Messages from RBW section of this policy.

#### Messages from RBW

On occasion, RBW will contact you. Primarily, messages are delivered by email or by push notifications, and every account is required to keep a valid email address on file to receive messages. In some situations, RBW may contact you by telephone, SMS message or physical mail in order to provide you with customer support or to provide you with information about products and features you may find of interest. As our capabilities evolve, You may update your contact preferences in your account settings. RBW will offer optional email newsletters. When you send us art or set up an account, or choose to subscribe, you will receive newsletters from us.

#### Security

The security of your personal information is important to us. Your RBW account information is protected by a password. It is important that you protect against unauthorized access of your account and information by choosing your password carefully, and keeping your password and computer secure by signing out after using our services.

RBW follows generally accepted industry standards to protect the personal information submitted to us, both during transmission and once RBW receives it. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.



#### Data Retention

RBW will retain your information only for as long as is necessary or your account is active or as needed to provide you services. If you no longer want RBW to use your information to provide you services, you may close your account. RBW will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We will keep the artist information and art forever with the intent to place in a permeant gallery.

You may inform us of any changes or requests in regards to your personal data, and in accordance with our obligations under local data protection law, we may update or delete your personal data accordingly.

#### Contact RBW

If you have questions about personal information or suggestions you can contact RBW Support team via our Help Center, by sending an email to zzz, or contact us at one of the following addresses: In the US: RBW Support Team – Zzzzzz We will respond to you within 30 days of receipt of your correspondence.

----

Right Brain Works provides a service for selling and purchasing original works of art and commercially exploiting digital images of works of art (the "Services") through our website, accessible at [www.kjv2014.com](http://www.kjv2014.com) (the "Site"). Please read carefully the following terms and conditions ("Terms") and our Privacy Policy, which may be found at the website /privacy and which is incorporated by reference into these Terms. These Terms govern your access to and use of the Site and Services, and constitute a binding legal agreement between you and Right Brain Works.

Certain areas of the Site and your access to certain Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Site or for specific Services, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Site or Services.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES OR BY offering for sale original art OR PURCHASING A WORK ON OR THROUGH THE SITE OR SERVICES OR BY POSTING ANY CONTENT ON THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE OR SERVICES. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

#### Modification

RBW reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. We will also update the "Last Updated Date". By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

#### Eligibility

The Purchases Services are intended solely for persons who are 18 or older. Any access to or use for purchase of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.

### Account Registration

In order to make a purchase through the Site, you must first create an account ("Account") by completing our registration process. During the registration process you will be required to provide certain information and you will establish a username and a password. Upon completion of our registration process you will become a "Member." You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Right Brain Works reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify RBW of any unauthorized use of your Account.

### Seller Terms and Conditions

You acknowledge that RBW reserves the right to exclusively, and forever promote, and market Original Works of Art and/or Digital Works through the use of sales and/or discounts. You cannot remove a listing for an Original Work of Art and digital works.

### Online Sales

If you submit listings for Original Works of Art, you hereby appoint RBW as an independent exclusive reseller with the right to resell such Original Works of Art through the Site and Services and on third party websites (collectively "Online Sales") and you hereby grant RBW a worldwide, transferable, exclusive right and license, with a right to sublicense, to: (i) use, reproduce, distribute, publicly perform and publicly display copies of the Original Work of Art Sales via Online Sales channels; and (ii) access, view, use, sell, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the Original Work of Art in any form, medium or technology now known or later developed for the purpose of promoting RBW site and Christian values, the Site and the Services. You acknowledge and agree that the foregoing licensing rights are granted on a royalty-free basis... All Works, you will Permit RBW and other third parties to purchase fine art reproductions of the the Works (collectively, "Printed Works") through our print reproduction service.

If you submit a donation for Works, you hereby grant RBW a worldwide, transferable, exclusive, right and license, with a right to sublicense, to (i) use, modify (as appropriate in connection with manufacturing and distribution of Mixed media), reproduce, distribute, publicly perform and publicly display the Works in connection with the manufacture, distribution and sale of Works to Members and other third parties via Online Sales and through other offline channels ("Offline Sales"). and (ii) access, view, use, crop, resize, copy, distribute, license, publicly display, publicly perform, transmit and broadcast copies of the Works in any form, medium or technology now known or later developed, for the purpose of promoting RBW, the Site and the Services. You acknowledge and agree that the foregoing license rights are granted on a royalty-free basis and that your sole compensation for the grant of such license rights.

As between you and RBW will be deemed the seller /owner of any Original Works of Art and Printed mixed media Works that are purchased via Online Sales clf an Original Work of Art and/or Printed Works are sold via a third party website, the terms and conditions of the third party website will

### Purchases of Printed Works

People may purchase Printed Works of the original art / placed in the kjv 2014 that are available on the Site. Prices for Printed Works will be as specified on the applicable listing. You acknowledge that prices do not include shipping and handling charges or applicable Taxes (defined below), if any, for which you are responsible and that will be separately identified on your receipt. When you purchase Printed Works through the Site and Services, RBW and its third party service providers will collect your billing and shipping information, process your payment and ship the Printed Works directly to you. The terms and conditions of RBW then-current Return Policy apply to any Printed Works that you purchase through the

Site and Services. When you purchase Printed Works via Online Sales (other than via the Site and Services) and Offline Sales such purchases will be subject to the terms and conditions of the applicable Online Sales and Offline Sales channels which will be presented to you at the time of purchase.

#### Order Cancellations

RBW reserves the right to cancel any order for an Printed Work placed via the Site and Services if RBW determines, in its sole discretion, that the item is mispriced, out of stock, discontinued, or otherwise unavailable at the price listed via the Site and Services. If RBW cancels an order placed via the Site and Services, RBW will send you an email confirmation of such cancellation and you will not be charged for your order.

#### Color

You understand and agree that RBW uses commercially reasonable efforts to display the colors of Original Works of Art, Digital Works and Printed Works accurately via the Site and Services. However, because individual computer monitors may display colors differently, RBW is not responsible for the color accuracy of any Original Works of Art, Digital Works or Printed Works displayed on the Site and Services, and disclaims all liability in this regard.

#### General Prohibitions

You agree not to do any of the following:

Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) harms minors in any way; or (viii) promotes illegal or harmful activities or substances.

Use, display, mirror or frame the Site, or any individual element within the Site, RBW name, any RBW trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without RBW express written consent;

Access, tamper with, or use non-public areas of the Site, RBW computer systems, or the technical delivery systems of RBW Art's providers;

Attempt to probe, scan or test the vulnerability of any RBW system or network or breach any security or authentication measures;

Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by RBW or any of RBW providers or any other third party (including another user) to protect the Site, Services, Saatchi Art Content or Member Content;

#### Ownership

The Site, Services and RBW Content are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly provided in these Terms, RBW and its licensors exclusively own all right, title and interest in and to the Site, Services and RBW Content and Printed Works, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or RBW content.

#### Links

The Site may contain links to third-party websites or resources. You acknowledge and agree that RBW is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the

content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by RBW of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

#### Disclaimers

THE SITE, SERVICES, RBW CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. RBW MAKES NO WARRANTY THAT THE SITE, SERVICES, RBW CONTENT OR MEMEBR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. RBW MAKES NO WARRANTY REGARDING THE QUALITY OF ANY WORKS, SERVICES, CONTENT OR PRODUCTS PURCHASED OR OBTAINED THROUGH THE SITE OR SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM RBW OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

#### Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, Services, RBW Content and Member Content remains with you. Neither RBW nor any other party involved in creating, producing, or delivering the Site, Services, RBW Art Content or Member Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Site, Services, RBW Content, or from any communications, interactions or meetings with other Members or users of the Site or Services or other persons with whom you communicate or interact as a result of your use of the Site or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not RBW has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

#### Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of RBW used herein are trademarks or registered trademarks of RBW. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

#### Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between RBW and you regarding the Site and Services and these Terms supersede and replace any and all prior oral or written understandings or agreements between RBW and you regarding the Site and Services.

#### Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without RBW prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. RBW may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

#### Notices

Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by RBW via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

#### General

The failure of RBW to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of RBW. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

#### Contacting RBW

If you have any questions about these Terms, please contact us at the contact information within the site.

Effective Date: Aug 2014