



Community
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Terms of Service

Dated: December 3, 2019

Welcome to Wave Pool!

Introduction

Thank you for using the Wave Pool Gallery website and the products, services and features we make available to you as part of the website (collectively, the "Service").

Our Service

The Service allows you to discover information about Wave Pool Gallery ("Wave Pool"), Wave Pool's partners, and Wave Pool's community-driven mission. The Service also allows you to purchase products/services owned and/or distributed by Wave Pool and/or its partners. The Service also provides a forum for local artists to inform and inspire others across the globe, and acts as a virtual bulletin board for events, exhibitions projects, and opportunities pioneered by local artists, creatives, and entrepreneurs who are partnered with Wave Pool. We provide lots of information about our history in our [Story](#) section. We also provide information on our products/services in our [Create Change](#) tab.

Your Service Provider

The entity providing the Service is Wave Pool Corp., a non-profit corporation operating under the laws of Ohio, located at 2490 Colerain Avenue, Cincinnati, OH 45225 (referred to as "**Wave Pool**", "**we**", "**us**", or "**our**").

Applicable Terms

Your use of the Service is subject to these terms and the [Privacy Policy](#) which may be updated from time to time (together, this "Agreement"). Any other links or references provided in these terms are for informational use only and are not part of the Agreement.

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

Who may use the Service?

Age Requirements

You must be at least 13 years old to use the Service.



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Permission by Parent or Guardian

If you are under 18, you represent that you have your parent or guardian's permission to use the Service. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service.

Businesses

If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Your Use of the Service

Content on the Service

The content on the Service includes pictures, graphics, images, logos, artistic reproductions, videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, Wave Pool or a third-party (collectively, "Content").

Content is the responsibility of the person or entity that provides it to the Service. Wave Pool is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the [Privacy Policy](#) or the law, you can [report it to us](#).

Wave Pool possesses the full right and ownership to display and use any Content contained on the Service. Any unauthorized reproduction of any Content that is the exclusive or non-exclusive property of Wave Pool may result in legal action being taken against you. Wave Pool does not waive any right to pursue legal action against a user of the Service based on the public display of Content lawfully owned by Wave Pool.

Your Information

Our [Privacy Policy](#) explains how we treat your personal data and protect your privacy when you use the Service.

Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. All ownership rights to the Content are reserved by Wave Pool and your use of



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the Service does not provide you with any right to any ownership, assignment or license for any of the Content.

The following restrictions apply to your use of the Service. You are not allowed to:

1. access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from Wave Pool and, if applicable, the respective rights holders;
2. circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. access the Service using any automated means (such as robots, botnets or scrapers) except (a) in the case of public search engines; or (b) with Wave Pool's prior written permission;
4. collect or harvest any information that might identify a person (for example, usernames), unless permitted by that person or allowed under section (3) above;
5. use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
6. use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
7. use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content, other than those expressly allowed by Wave Pool; or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales (for example, selling ads on a webpage where Wave Pool Content is the main draw for users visiting the webpage).

Reservation

Using the Service does not give you ownership of or rights to any aspect of the Service, including artwork, copyrightable display, copyrightable arrangements or any other Content posted by others or Wave Pool.

Changes to the Service

Wave Pool is constantly changing and improving the Service. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, change functionality and features, make changes to comply with law, or prevent illegal activities on or abuse of our systems. These changes may affect all users, some users or even an individual user. Whenever reasonably possible, we will provide notice when we discontinue or make material changes to our Service that will have an adverse impact on the



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use of our Service. However, you understand and agree that there will be times when we make such changes without notice, such as where we feel we need to take action to improve the security and operability of our Service, prevent abuse, or comply with legal requirements.

Other Legal Terms

Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND WAVE POOL DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, WAVE POOL, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;
5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
6. ANY CONTENT WHETHER SUBMITTED BY A USER OR WAVE POOL, INCLUDING YOUR USE OF CONTENT; AND/OR
7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Wave Pool, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive this Agreement and your use of the Service.



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Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by Wave Pool. Wave Pool has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

About this Agreement

Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. Wave Pool will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review them, except that modifications addressing newly available features of the Service or modifications made for legal reasons may be effective immediately without notice. Modifications to this Agreement will only apply going forward. If you do not agree to the modified terms, you should immediately cease using the Service.

Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: “Other Legal Terms”, “About This Agreement”, and the licenses granted by you will continue as described under “Duration of License”.

Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

Interpretation

In these terms, “include” or “including” means “including but not limited to,” and any examples we give are for illustrative purposes.

Governing Law

All claims arising out of or relating to these terms or the Service will be governed by Ohio law, except Ohio’s conflict of laws rules, and will be litigated exclusively in the federal or state courts of Hamilton County, Ohio. You and Wave Pool consent to personal jurisdiction in those courts.

Limitation on Legal Action



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YOU AND WAVE POOL AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Certain sections of the Service may allow you to purchase different types of products online. The transactions relating to the sale of these products are facilitated by a third-party vendor. If you purchase a product from Wave Pool using the Service, you will be directed from the Service to <<secure.squarespace.com>> to complete the transaction. The information obtained during your visit to <<secure.squarespace.com>> or any other third-party transactional vendor utilized by Wave Pool, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by that third-party transactional vendor. That vendor/merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products using <<secure.squarespace.com>> or any other online merchant/vendor, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You hereby release Wave Pool and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products made available through the Service.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Service. You agree to use the Service and to purchase services through the Service for legitimate purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes. You agree to only purchase goods for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to a third-party transactional vendor or merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information. Wave Pool will not be liable for any damages caused or sustained by a third-party who was damaged or harmed by your unauthorized purchase of goods.

Copyright Infringement Policy

Wave Pool reserves the right, but not the obligation, to terminate your license to use the Service if it is determined in the sole and absolute discretion of Wave Pool that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Wave Pool accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Service in a manner that



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constitutes copyright infringement, please [inform](#) us by sending a written complaint as soon as possible.

Upon the receipt of written notice compliant, Wave Pool will conduct an investigation into the merits of your complaint and if it is determined that your complaint is legitimate, Wave Pool will endeavor to remove the allegedly infringing material from the Service.

Termination

We may cancel or terminate your right to use the Web Site or any part of the Web Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Web Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Web Site, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions of Service, shall survive.