

TERMS OF SERVICE AND END USER LICENSE AGREEMENT

IMPORTANT – PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SERVICE.

VGA Gallery and affiliates (“**VGA Gallery**” “**we,**” or “**us,**”) require that all users of the VGA Gallery website, and any related services operated by VGA Gallery (collectively, the “**Service**”) adhere to the following terms and conditions of use (the “**Terms**”).

Before accessing and using the Service, you must agree, on your own behalf and on behalf of any corporation or other legal entity that you represent or for which you access the Service (your “**Company**”), to be bound by and comply with these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use the Service. **BY ACCESSING OR USING THE SERVICE, YOU ARE AGREEING TO BE BOUND BY OUR TERMS OF SERVICE AND PRIVACY POLICY.**

1. CHANGES TO THE WEBSITE AND TERMS

We may update these Terms from time to time, and we may amend them at any time to incorporate additional terms specific to additional features, materials, products, opportunities, or services that we may make available on or through the website. All such updates and amendments are effective immediately upon notice thereof. Notice of updates and amendments will be posted to this website. **YOUR CONTINUED USE OF THE SERVICE SIGNIFIES YOUR CONTINUING CONSENT TO BE BOUND BY THESE TERMS AS REVISED.**

We also expressly reserve the right to make any changes that we deem appropriate from time to time to the website or to any information, text, data, databases, graphics, images, features, services, and other materials within the website (all such materials, and any compilation, collection, or arrangement thereof, the “**Content**”), including the suspension or removal of any Content, at any time without notice. In no event will we be liable for the removal of or disabling of access to any such Content. We may also impose limits on the use of or access to certain Content for any reason and without notice or liability.

2. LIMITED LICENSE TO ACCESS AND USE THE WEBSITE

(a) If you are 18 or older, subject to these Terms and our Privacy Policy, you are granted a limited, non-exclusive and non-transferable license to use the website. No license is granted in the source code of the website. The website is licensed, not sold, to you for use only under the terms of this license. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, perform, display, distribute, and make derivative works from content you post.

(b) If you choose to access this website from locations other than in the United States, you do so at your own initiative, at your own risk, and are responsible for complying with any applicable local laws. You may not use or otherwise export or re-export the website except as authorized by

United States law and the laws of the jurisdiction in which the website was obtained. See also Section 17 below regarding controlling law.

(c) You may not access, use, or copy any portion of the website or of any Content through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within the website or any of the Content. Except as expressly authorized by us in writing, in no event will you reproduce, redistribute, duplicate, copy (except as expressly permitted by this license and the Usage Rules), sell, resell, lease, lend, or sublicense any portion of the website, the Service, or any Content or any access to or use of the website, the Service or any Content. You may not decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the website, the Service or any Content, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law. Any attempt to do so is a violation of the rights of VGA Gallery and its licensors. If you breach this restriction, you may be subject to prosecution and damages.

(d) You represent and agree that all information that you provide to us in connection with your access to and use of the website or the Service is true, accurate, and complete to the best of your knowledge and belief.

3. THIRD PARTY LINKS

The website may include hyperlinks to other websites that are not maintained by us. We are not responsible for the content of such external websites and we make no representations whatsoever concerning the content or accuracy of, opinions expressed in, or other links provided by such websites. The inclusion of any hyperlink to external websites does not imply endorsement by us of those websites or any products or services referred to therein. The terms of service and privacy policies applicable to external websites may be different from those applicable to our website and Service. If you decide to access any external website through a link within our website, you do so entirely at your own risk, and we will have no liability for any loss or damage arising from your access or use of any external website. Since we are not responsible for the availability of these websites, or their contents, you should direct any concerns regarding an external website to the administrator of that website. You agree that you will bring no suit or claim against us arising from or based upon any such use of external websites. Hyperlinks to other websites that are provided on the website are not intended to imply that: (a) we are affiliated or associated with any external website; or (b) any linked site is authorized to use any of our trademarks, trade names, logos, or copyrights.

4. ADVERTISING

Your correspondence or business dealings with, or participation in promotions of, advertisers and other third parties found on or through the Website, including payment for and delivery of related goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that we

shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Website.

5. PARENTAL PERMISSION AND ELIGIBILITY

We strongly urge all parents to participate in their children's exploration of the Internet and any online services, and to teach their children about protecting their personal information while online. We will not knowingly collect personally identifiable information from children under 13 years of age.

By agreeing to these Terms, you agree to abide by any such restrictions, and not to help anyone avoid these restrictions. In particular, you agree to restrict use of the Service or the website by minors, and to deny access to children under the age of 13. You also agree to accept full responsibility for any unauthorized use of the Service or the website by minors. You are responsible for any use of your credit card or other payment instrument by minors.

6. PRIVACY POLICY AND DATA USE

(a) Information that you provide to us or that we collect about you through your access to and use of the website or the Service is subject to our Privacy Policy, the terms of which are hereby incorporated by reference into these Terms. We encourage you to read and become familiar with our Privacy Policy.

(b) You also agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the website and the Service. We may also use this information to improve our products or to provide services or technologies to you.

7. ELECTRONIC COMMUNICATIONS

When you use the website or the Service, submit information to the website or the Service, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail, by posting notices through the website or the Service or sending you messages through the website or the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.

8. INTELLECTUAL PROPERTY

You understand and agree that we own, or (where applicable) we have licensed from third parties, all right, title, and interest in and to the website and the Service. You acknowledge and agree that the website and the Service constitute valuable intellectual property and proprietary information of VGA Gallery or its licensors and content providers that is protected by applicable laws, and treaties of the United States and other countries, and that you acquire no ownership

interest by accessing or using the website or the Service. Such intellectual property and proprietary rights may include, but are not limited to, copyrights, trademarks and service marks, trade dress, and trade secrets, and all such rights are the property of VGA Gallery or its licensors.

9. COPYRIGHT POLICY

We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and at our sole discretion, we may remove and/or disable access to material on the Website that may be infringing or the subject of infringing activity.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (the “Designated Agent”). Our Designated Agent may be reached via email at: jkinkley@vgagallery.org, or write us at:

Jonathan Kinkley
2418 W Bloomingdale Ave #102
Chicago, IL 60647

If you are a copyright owner (or authorized to act on behalf of the copyright owner) and have a good faith belief that your work’s copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, such as a specific URL address.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest.
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Please note that Section 512(f) of the DMCA may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

Any information or correspondence that you provide to us may be shared with third parties, including the person who provided us with the allegedly infringing material.

Upon receipt of a bona fide infringement notification by the Designated Agent, it is our policy to remove or disable access to the infringing material, notify the user that it has removed or disabled access to the material, and, for repeat offenders, to terminate such user's access to the Website.

If you believe that your Content should not have been removed for alleged copyright infringement, you may send our Designated Agent a written counter-notice with the following information:

- Identification of the copyrighted work that was removed, and the location on the Website where it would have been found prior to its removal;
- A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

10. USER CONDUCT

(a) In connection with your access and use of the website or the Service and that of any person authorized by you to access and use the website or the Service, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable local rules regarding online conduct. Not in limitation of the previous sentence, in connection with your use of the website or the Service, neither you nor the Company may cause or permit any person to do any of the following:

- (i) use the website, the Service or any Content for any unlawful purpose;
- (ii) use the website or the Service to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;

(iii) impose an unreasonably or disproportionately large load on the website or the Service or otherwise interfere with or inhibit any other user of the website or the Service from using or enjoying the website or the Service;

(iv) use the website or the Service to post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind;

(v) use the website or the Service to post or transmit any information which is invasive of another's privacy or publicity rights or that otherwise violates or infringes in any way upon the rights of others;

(vi) use the website or the Service to post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication;

(vii) violate any code of conduct or other guidelines which may be applicable for any particular feature of the website or the Service; or

(viii) create a false identity for the purpose of misleading others.

(b) If you do open an account for a company, organization, or other entity, then "you" includes you and that entity, and you promise that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you do hereby agree to these Terms on the entity's behalf.

(c) You are prohibited from using the website if we have previously disabled your account for violations of our terms or policies.

(d) If you have not logged into your account for 365 days, we reserve the right to delete your account.

(e) If we suspect that you are using automated means to sign up for multiple accounts, to post content, or in any other way appear to not be a human person, we reserve the right to delete your account.

(f) If you download or use our software, you give us permission to download and install upgrades, updates, and additional features to improve, enhance, and further develop it.

Violation of any of these Terms may result in termination of your Account and access to the website and the Service at any time without notice. We retain the right to determine, in our sole discretion, what further action may be taken in the event of any discovered or reported violation of this Agreement.

11. SECURITY

VGA Gallery takes such commercially reasonable measures as it deems appropriate to secure and protect information transmitted to and from the website and the Service. Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure. You are responsible for maintaining the confidentiality of any information about you, including any username and any password used in connection with your use of the website and the Service. You agree to notify us immediately if you discover loss or access to such information by another party not under your control and supervision. VGA Gallery will not be liable for any loss or damage arising from the unauthorized use of your username or password.

12. DISCLAIMER; NO WARRANTY

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND THE APP IS AT YOUR SOLE RISK. THE APP, THE SERVICE, ALL CONTENT, AND ACCESS TO THE APP AND THE SERVICE, AND ALL THIRD-PARTY PRODUCTS OR SERVICES PROVIDED ON OR THROUGH THE SERVICE OR THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS. VGA GALLERY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (a) WARRANTIES THAT THE SERVICE, APP, CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE OR APP WILL MEET YOUR REQUIREMENTS; (b) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SERVICE, APP, CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE OR APP; (c) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (d) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE APP OR ACCESSED THROUGH THE SERVICE OR APP; (e) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, APP OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE OR APP; (f) WARRANTIES THAT YOUR USE OF THE SERVICE, APP, OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE OR APP WILL BE SECURE OR UNINTERRUPTED; AND (g) WARRANTIES THAT THE SERVICE, APP, CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE OR APP WILL BE ERROR-FREE OR THAT ERRORS IN THE SERVICE, APP, CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE OR APP WILL BE CORRECTED. VGA GALLERY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO PROVIDE ANY CONTENT OR TO DELIVER ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE OR APP. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE APP IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL

OR WRITTEN, OBTAINED BY YOU FROM VGA GALLERY OR THROUGH OR FROM THE SERVICE OR APP, OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE OR APP, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

(b) APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY

(a) In no event will VGA Gallery, its contractors, suppliers, content-providers, and other similar entities, and the officers, directors, employees, representatives, and agents of each of the foregoing (collectively, our “Representatives”), be liable to you, your Company, or any third party for any losses or damages, alleged under any legal theory, arising out of or in connection with: (a) your use of, or reliance on, the website, the Service or the Content; (b) our performance of or failure to perform our obligations in connection with these Terms; (c) the defamatory, offensive, or illegal conduct of other users of the website or the Service or of third parties; or (d) your purchase or use of any goods or services provided by third parties.

(b) Under no circumstances will VGA Gallery or our Representatives be liable to you, your Company, or any third party for any indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption, and claims of third parties) arising out of or in connection with these Terms or the use of the website, the Service or the Content, or the transmission of information to or from the website or the Service over the Internet, even if we were advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of VGA Gallery and the Representatives will be limited in accordance with these Terms to the extent permitted by law.

(c) Without limiting any of the foregoing, if VGA Gallery or any of its Representatives is found liable to you or to any third party as a result of any claims or other matters arising under or in connection with these Terms, the website, the Service, or your use of the Service, the maximum liability for all such claims and other matters will not exceed \$100 in any calendar year.

14. INDEMNIFICATION

You agree to defend, indemnify and hold harmless VGA Gallery, and our officers, directors, employees, representatives, and agents, from and against all claims, demands, suits, or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys’ fees), arising out of: (a) content, data, or information that you submit, post to, or transmit through the website or the Service; (b) your access to and use of the Content, the website, the Service, and other materials, products, and services available on or through the website or the Service and VGA Gallery; (c) your violation of these Terms; (d) your violation of any rights of any third party; and (e) any unauthorized use of a username, password, or account

number. We reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you hereunder.

15. WAIVER AND RELEASE

YOU FULLY AND FOREVER WAIVE, RELEASES AND DISCHARGE VGA GALLERY AND EACH OF ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, RIGHTS OF ACTION OR CAUSES OF ACTION, PRESENT OR FUTURE, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF YOUR USE OF THE APP, THE SERVICE OR ANY CONTENT.

WE MAY USE THIRD PARTIES TO PROVIDE CERTAIN SERVICES ACCESSIBLE THROUGH THE SITE AND SERVICES. WE WILL NOT BE LIABLE TO YOU FOR THEIR ACTS OR OMISSIONS.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY PARTY, WILL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF LOSS OF USE, DATA LOSS, OR OTHER INTANGIBLE LOSSES (EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR YOUR INABILITY TO USE, THE SITE OR SERVICES, UNDER ANY THEORY OF LIABILITY. YOUR SOLE REMEDY, AND OUR AGGREGATE LIABILITY IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SITE OR SERVICES SHALL IN ALL EVENTS BE LIMITED TO THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE INVOICED AMOUNT PAID TO US FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE PROVISIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT OF THE LAW.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR THE ILLEGAL, OFFENSIVE OR DEFAMATORY CONDUCT OF OTHERS, INCLUDING BUT NOT LIMITED TO ANY SUCH CONDUCT BY YOU, AND THAT YOU BEAR ALL RISK AND LIABILITY ASSOCIATED WITH YOUR CONDUCT AND CONTENT.

YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS AND THE MATTERS CONTEMPLATED HEREBY.

16. DISPUTES

These Terms will be construed and enforced in accordance with the laws of the State of Illinois (United States of America), without regard to the conflicts of law provisions thereof. By agreeing to the terms and conditions hereof, and by using the website or the Service, you agree to submit to the personal jurisdiction of Illinois, and hereby waive any right not based under such law that you might otherwise bring.

Governing Law & Disputes

Except to the extent provided below in this Section 16, all legal issues arising from or related to the use of the website, the Service and the Content will be construed in accordance with and determined by the laws of the State of Illinois applicable to contracts entered into and performed within the State of Illinois without respect to its conflict of laws principles. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any implementation of the Uniform Computer Information Transactions Act in any jurisdiction shall apply to these Terms of Use.

By using a this Site, you agree that the exclusive forum for any claims or causes of action arising out of your use of the Site is the United States District Court for the Northern District of Illinois, or any Illinois State court sitting in Cook County. You hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

In the event of a complaint, or to request further information, the provider may be contacted by e-mail at jkinkley@vgagallery.org.

No Class Actions

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

17. MISCELLANEOUS

(a) These Terms and the Privacy Policy (as each may be revised and amended from time to time) collectively constitute the entire agreement with respect to your access to and use of the website, the Service and the Content.

(b) Our electronically or otherwise properly stored copy of these Terms will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms.

(c) Any provisions of these Terms that are reasonably inferable to have been intended to survive termination (including, but not limited to, any provisions regarding limitation of our liability or indemnification) will continue in effect beyond any such termination of access to this Service.

(d) Except as set forth in Section 19(viii), nothing in these Terms, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

(e) We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.

(f) Our waiver of any breach of these Terms will not be a waiver of any preceding or subsequent breach thereof.

(g) If any provision of these Terms is held to be invalid or unenforceable, that provision will be stricken and will not affect the validity and enforceability of any remaining provisions.

(h) Possible evidence of use of the website or the Service for illegal purposes will be provided to law enforcement authorities.

(i) Discontinuation of use of the website or the Service is your sole right and remedy for any dissatisfaction with the website, the Service or any of the Content.

18. QUESTIONS

Please contact us with any questions regarding the website, the Service or these Terms at jkinkley@vgagallery.org or by writing us at:

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