TERMS AND CONDITIONS OF USE

Effective Date: 2024-06-01

Welcome to **id.art**, a platform developed and operated by **US Creative Ideas LLC** ("Company", "we", "our", or "us"). These Terms and Conditions ("Terms") govern your access to and use of our website https://id.art (the "Site") and all associated services (collectively, the "Services").

By using **id.art**, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not use our Services.

1. Use of the Service

a. Eligibility

You must be at least **13 years old** (or 16 in the EU) to use the Services. By using the Site, you represent and warrant that you meet this requirement.

b. Account Registration

To access certain features, you may need to create an account. You agree to:

- Provide accurate and complete information;
- Keep your credentials confidential;
- Notify us of unauthorized use of your account.

We reserve the right to suspend or terminate accounts at our discretion.

2. User Content

You retain ownership of the content you upload to **id.art**, including artworks, profile information, and other materials ("User Content").

By submitting User Content, you grant us a worldwide, non-exclusive, royalty-free license to:

- Host, store, display, and share your content;
- Promote the content on and off the platform for marketing purposes (with attribution).

You are solely responsible for your content and must ensure that:

- You own or have permission to post it;
- It does not infringe on intellectual property or violate laws.

We reserve the right to remove or disable any content that violates these Terms.

3. Prohibited Conduct

You agree not to:

- Use the Services for illegal purposes;
- Upload harmful, defamatory, or infringing material;
- Violate or attempt to violate system or network security;
- Use bots, scrapers, or other automated means to access the site.

4. Intellectual Property

The **id.art** platform and all materials on it (except User Content) are the intellectual property of **US Creative Ideas LLC** or its licensors. This includes but is not limited to:

- Software and code
- Logos, trademarks, and design
- Platform content and layout

You may not copy, reproduce, distribute, or create derivative works without our express written consent.

5. Third-Party Services

We may link to third-party websites or services. We are not responsible for their content, practices, or data collection. Your interaction with third-party services is at your own risk and governed by their terms.

6. Privacy

Your use of the Services is subject to our <u>Privacy Policy</u>, which explains how we collect, use, and protect your personal data.

7. Termination

We reserve the right to suspend or terminate your access to the Services at any time, without notice, if:

- You breach these Terms;
- Your actions harm other users or the platform;
- We are required by law to do so.

You may terminate your account at any time by contacting us.

8. Disclaimer of Warranties

The Services are provided "as is" and "as available." We make no warranties, express or implied, including but not limited to:

- Fitness for a particular purpose;
- Availability or uptime of the platform;
- Accuracy or completeness of content.

Use of the platform is at your own risk.

9. Limitation of Liability

To the maximum extent permitted by law, **US Creative Ideas LLC** shall not be liable for any indirect, incidental, or consequential damages arising out of or related to your use of the platform.

10. Indemnification

You agree to indemnify and hold harmless **US Creative Ideas LLC** and its affiliates from any claims, damages, or liabilities arising from your use of the Services or your violation of these Terms.

11. Changes to the Terms

We reserve the right to update these Terms at any time. Changes will be posted on this page, and continued use of the Services after changes are posted constitutes your acceptance of the revised Terms.

12. Governing Law

These Terms are governed by the laws of the **State of Delaware, United States**, without regard to conflict of law provisions. Any disputes arising out of or in connection with these Terms will be resolved in the appropriate courts located in Delaware.

13. Contact Us

If you have any questions about these Terms, please contact us at:

Email: support@id.art
Website: https://id.art

US Creative Ideas LLC

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