

Acceptance of Terms of Use

These Terms of Use govern your use of Create A Painting service and the National Art League Inc., including all features and our website and user experience, and all content associated therewith (the “National Art League” or “League” and "Create A Painting service" or "service"). By using, visiting, or browsing the Create A Painting service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Create A Painting service, including our League website.

These Terms of Use govern your use of the National Art League and the Create A Painting service and you should read them carefully.

These Terms of Use provide that all disputes between you and Create A Painting service or the National Art League, Inc. will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Arbitration Agreement below for the details regarding your agreement to arbitrate any disputes with Create A Painting service or the National Art League, Inc.

These Terms of Use are also a resource for you to get a deeper understanding of how our service works, including the kinds of data we collect, the way we bill, how we interact with you and other useful details about our service. We hope you enjoy your Create A Painting service experience.

Changes to Terms of Use

Create A Painting service and the National Art League, Inc. reserves the right, from time to time, with or without notice to you, to change these Terms of Use, in our sole and absolute discretion. The most current version of the Terms of Use will supersede all previous versions.

How the Create A Painting Service Works

Create A Painting service is an entertainment service providing its customers with an evening of painting instruction.

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not

completely captured within these Terms of Use.

Availability. The availability of a specific painter may change at our sole discretion without notice.

Materials Provided. The quality of the paint, canvas, brushes, easel, aprons and artist may vary from event to event.

End result. Create A Painting service and the National Art League makes no representations or warranties about the quality of your painting or individual experience. Every painting will be unique and the expectation that your painting will be a facsimile of the painting depicted on the website is patently absurd.

Start Time: Create A Painting service will make every effort to begin the instruction at the designated start time and complete the instruction under 2 hours, however, the time it takes to begin and complete the instruction will vary based on a number of factors.

Capacity Limitations: You may not be able to attend a Create A Painting service event due to capacity limitations of the venue. We recommend you purchase your tickets in advance and arrive 30 minutes prior to the start of the event.

Create A Painting service paintings: Create A Painting service may change what paintings will be painted on a particular night and may change without notice.

Create A Painting service paintings are developed by, and for, Create A Painting service. You may not copy or reproduce the paintings or any portion thereof. Any unauthorized use of the paintings is strictly prohibited.

Privacy and Communications Preferences

Any personally identifying information submitted through the Create A Painting service is subject to our Privacy Policy, the terms of which are incorporated herein.

By using the Create A Painting service, you consent to receiving electronic communications from Create A Painting service. These communications will include notices about your purchase (e.g., change in event time or venue or Payment Method, confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with Create A Painting service and you receive them as part of the Create A Painting service. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Promotions

Create A Painting service promotions may not be combined with any other offers.

Billing

By purchasing a Create A Painting service ticket, you are expressly agreeing that we are authorized to charge you a ticket fee at the then current rate, and any other charges you may incur in connection with your use of the Create A Painting service to the Payment Method you provided during registration. Please note that prices and charges are subject to change with notice.

As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The ticket fee will be billed on the day you purchase the ticket and not on the day of the event.

At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our customers ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email.

We will bill the ticket fee to the Payment Method you provide to us during registration. Ticket fees are fully earned upon payment.

Cancellation

You may cancel your Create A Painting service ticket at any time with a full refund up to 48 hours prior to the event.

Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

END USER LICENSE AGREEMENT: BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE (1) TO THE CREATE A PAINTING SERVICE END USER LICENSE AGREEMENT FOUND HERE AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (2) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE CREATE A PAINTING

SERVICE AND RELATED THIRD-PARTY. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

We do not warrant that any of the events or materials used in connection with our service nor do we warrant that operation of our service.

Social Media

You can connect Create A Painting service to your Facebook account. If you choose to connect, you'll be able to take advantage of various social features we will be creating as part of the Create A Painting service, as well as features available on Facebook. These features will be designed to share information with others - the essence of social media. For example, your friends and others who have access to view information about you on Facebook will be able to see (on Facebook and on Create A Painting service) that you're a Create A Painting service customer as well as what you've painted, eaten or had to drink, and who you attended the event with, and other information about your use of the Create A Painting service. You'll also be able to see similar information about your Facebook friends who are connected with Create A Painting service. In addition, Create A Painting service may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and "Likes." Please pay careful attention to your Facebook Connect settings in "Your Account" as well as your Privacy Settings in Facebook, which will impact this feature and may give you some control over the information that is shared and who it is shared with.

While we hope that you find the Facebook feature to be a great way to share information about your Create A Painting service experience.

BY CONNECTING THE CREATE A PAINTING SERVICE ACCOUNT TO YOUR FACEBOOK ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO FACEBOOK (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON FACEBOOK AND YOUR ACCOUNT SETTINGS ON CREATE A PAINTING SERVICE). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR CREATE A PAINTING SERVICE ACTIVITY, TO BE SHARED IN THIS MANNER, PLEASE CONTACT CREATE A PAINTING SERVICE TO HAVE YOUR INFORMATION REMOVED. We and Facebook are continually making changes and improvements to this feature, and therefore the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms of Use.

Customer Reviews

We encourage you to post reviews of Create A Painting service events or National Art League through the Create A Painting service. We reserve the right to promote, reject, remove or edit such content at anytime without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on Create A Painting service's creative personnel; misleading information regarding the origin of the content; or a discussion of Create A Painting service policies or services. You understand and agree that we may, but are not obligated to, review the content and may delete or remove it (without notice) in our sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, WE WILL DISPLAY YOUR RATING OF EVENTS. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF AN EVENT, TO A PUBLIC FORUM, INCLUDING OTHER CUSTOMERS OF, AND VISITORS TO, THE CREATE A PAINTING SERVICE. IF YOU DO NOT WANT YOUR REVIEWS TO BE SHARED IN A PUBLIC FORUM, DO NOT USE REVIEW AN EVENT OR THE CREATE A PAINTING SERVICE.

The Reviews feature may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

Age Restriction

The Create A Painting service is not intended to be used by children. The Create A Painting service is for Adults 21 years and older.

Venue

Disclaimers of Warranties and Limitations on Liability

THE CREATE A PAINTING SERVICE, INCLUDING THE NATIONAL ART LEAGUE WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, OR ANY OTHER FEATURES ASSOCIATED WITH THE CREATE A PAINTING SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE CREATE A PAINTING SERVICE, OUR NATIONAL ART LEAGUE WEBSITE AND USER EXPERIENCE, AND ALL CONTENT ASSOCIATED THEREWITH. CREATE A PAINTING SERVICE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR

USE OF THE CREATE A PAINTING SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT CREATE A PAINTING SERVICE MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE CREATE A PAINTING SERVICE, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. CREATE A PAINTING SERVICE SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF THIRD-PARTY SERVICES, CREATE A PAINTING SERVICE PAINTINGS, AND CREATE A PAINTING SERVICE EQUIPMENT. Without limiting the foregoing, we assume no liability or responsibility for any of the following: (i) errors or omissions in the content delivered by the Create A Painting service or on the National Art League website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the Create A Painting service and/or League website or user interfaces, (iv) delivery and or display of any content contained on the National Art League website, or otherwise through the Create A Painting service; and (vii) any losses or damages arising from the use of the paint or equipment provided at the National Art League event, or otherwise through the Create A Painting service itself, including any losses or damages arising from the Create A Painting service, League website or equipment. TO THE EXTENT ALLOWABLE BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF SATISFACTORY QUALITY OF YOUR PAINTING. In addition, we do not represent or warrant that the information accessible via our site is accurate, complete or current. We do not make any representations with respect to the content contained on events from the Create A Painting service or the descriptions of any event content contained on the League website and user interfaces. We do not represent or guarantee that your use of the Create A Painting service will be free from interruption, we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon Create A Painting service or the National Art League.

IN NO EVENT SHALL CREATE A PAINTING SERVICE, THE NATIONAL ART LEAGUE OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS PAINT, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE CREATE A PAINTING SERVICE, THE LEAGUE WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE CREATE A PAINTING SERVICE, FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR

INABILITY TO USE THE CREATE A PAINTING SERVICE, INCLUDING THE LEAGUE WEBSITE AND USER INTERFACES, AND ALL CONTENT ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF THE COST OF THE CREATE A PAINTING CLASS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF USE, INCLUDING ANY PORTION OF THE PRIVACY POLICY OR THE EULA, TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

CREATE A PAINTING SERVICE AND NATIONAL ART LEAGUE MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING CREATE A PAINTING SERVICE READY DEVICES OR THE COMPATIBILITY OF THE DEVICE WITH OUR SERVICE.

Entertainment and Service Content

We provide entertainment and we reserve the right to display and promote the filmed or photographed entertainment or other information through our service, including our website and user interfaces, such as Facebook, to you in any manner we choose in our sole and absolute discretion. In addition, the Create A Painting service allows you and other third parties to post reviews or comments concerning the entertainment distributed by us on Yelp. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Create A Painting service are those of the respective authors or producers and not of Create A Painting service, the National Art League, or its shareholders, directors, officers, or employees, volunteers. Under no circumstances shall Create A Painting service, the National Art League or its shareholders, directors, officers, directors, or employees, volunteers be held liable for any loss or damage caused by your reliance on information obtained through the Create A Painting service or the National Art League. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Create A Painting service.

Use of Information Submitted

Create A Painting service is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to

questionnaires or through postings to the Create A Painting service, including the National Art League website, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Create A Painting service. Furthermore, by posting any Feedback on our site, submitting Feedback to us, or in responding to questionnaires, you grant us a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media of any kind now existing or developed in the future.

Please note Create A Painting service and the National Art League does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content in any media to materials or ideas transmitted to Create A Painting service and National Art League. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Create A Painting service and the National Art League regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

Service Testing

From time to time, we test various aspects of our service, including the League website, user experience, service levels, plans, promotions, features, availability of venues, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

Customer Service

Your Conduct in Accessing the Create A Painting Service

By accessing the Create A Painting service, including the National Art League website, you agree to use the Create A Painting service, including all features and functionalities associated therewith, the website and user experience and all content associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. You also agree not to interfere with the instructors, customers or any one connected to any portion of the Create A Painting service or to violate any of the procedures, policies or regulations of the National Art League. You also agree not to impersonate any other person while using the Create A Painting service, conduct yourself in a vulgar or offensive manner while using the Create A Painting service, or use the Create A Painting service for any unlawful purpose.

Limitations on Use

You must be 21 years of age or older to use the Create A Painting service.

Links and Pages

Some of the hyperlinks on the National Art League website may lead to other websites or other content that are not controlled by, or affiliated with, Create A Painting service. In addition, other websites may link to the Create A Painting service League website or Create A Painting service may include links to the websites of businesses, including those that have associations with us through certain programs. These pages may provide links to third party. Create A Painting service and the National Art League has not reviewed these websites and is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites. You acknowledge and agree that Create A Painting service and the National Art League is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on their websites. These linked websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of New York, U.S.A. without regard to conflict of laws provisions. If any provision or provisions of these terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

Arbitration Agreement

You and Create A Painting service and the National Art League agree that any dispute, claim or controversy arising out of or relating in any way to the Create A Painting service, including the National Art League website, user interfaces, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Create A Painting service and the National Art

League are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Create A Painting service.

If you elect to seek arbitration, you must first send to Create A Painting service and the National Art League, by certified mail, a written Notice of your claim ("Notice"). The Notice to Create A Painting service and the National Art League should be addressed to: National Art League, 44-21 Douglaston Parkway, Douglaston, NY 11363 ("Notice Address YOU AND CREATE A PAINTING SERVICE AND NATIONAL ART LEAGUE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Create A Painting service and National Art League agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.