

ACCEPTANCE OF TERMS AND CONDITIONS for Paint Hive Studio

PLEASE READ the following terms and conditions carefully before using our Site (PaintHiveStudio.com). If you do not agree to these terms and conditions, please do not access our Site. By using or accessing the Site or services, you signify that you have read, understand, and agree to be bound by the following Terms and Conditions. **In addition, by agreeing to the Terms and Conditions on this Site, you are also agreeing to our Cancellation Policy for our mobile public, private events and virtual events.**

DESCRIPTION OF WEBSITE SERVICES OFFERED:

We would like to welcome you to Paint Hive Studio – Mobile and Virtual paint party service. Paint Hive Studio (collectively “Paint Hive Studio is “we”, “us”, “our”) provide a service to individuals or groups who are choosing to host paint parties that are instructed by specific individuals of Paint Hive Studio. This service has mobile (in-person) and virtual components. Within this document, Paint Hive Studio will describe the Terms and Conditions, or Agreement imposed upon on paint party, prospective clients, venues, and other persons associated or within the area of our events.

LIABILITY WAIVER:

In no event should Paint Hive Studio or any of its owners, managers, members, agents, instructors, assistants, or assigns 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, whether advised of the possibility of damage, and on any theory of liability, arising out of registering for and/or attending a Paint Hive Studio event.

We do not support driving under the influence any physical, mental, or psychologically altering substance whether it is medically prescribed or recreationally used. We recommend that you utilize Lyft or Uber when necessary.

PHOTO RELEASE:

I grant to Paint Hive Studio, their representatives, and employees the right to take photographs of me, my property, and if applicable my minor children, while attending a mobile or virtual painting event. I authorize Paint Hive Studio, their assignees, and transferees to copyright, use and publish the images in print and/or electronically. I agree that Paint Hive Studio may use such photographs of me with or without my name and for any lawful purpose, including such purposes as publicity, illustration, advertising, and website content.

COUPONS AND VOUCHERS:

Coupons apply to Paint Hive Studio tickets exclusively. Coupons and Vouchers ARE NOT accepted for Virtual Paint Parties. Coupons and Vouchers are redeemable for Mobile Group Private Parties that are paid in full before the deadline. **ONLY ONE COUPON IS REDEEMABLE PER ENTIRE PRIVATE PARTY events.** They will not qualify for ANY at-the-door entry or PUBLIC VENUE EVENTS.

- Coupons may not be applied to purchases after they have been processed.
- Only one Coupon per private event order will be accepted.
- Paint Hive Studio does not double or triple coupons.
- Coupons, Vouchers or Store Credits cannot be redeemed for cash.
- Customer will be responsible for paying all applicable sales taxes. Sales tax may be charged on pre-coupon price.
- We reserve the right to accept, refuse or limit the use of any coupon.
- This policy is subject to all local, state, and federal laws and regulations where applicable.
- Coupons may be subject to additional limitations and restrictions as described on the coupon itself or otherwise specified by Paint Hive Studio.

The following coupons cannot be accepted:

- Invalid Start Date (coupon has not started).
- Expired coupons.
- Competitor coupons.

CUSTOM PAINTINGS (PRIVATE EVENTS)

There is a \$45 fee to create a custom painting. The paintings are created to your specifications. Restrictions apply, make sure to contact us with any questions you may have. If you request a custom painting and change your mind or would like to have a different painting created, you will have to pay the fee for the new painting as well.

ELECTRONIC COMMUNICATIONS:

When you visit Paint Hive Studio 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 or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, will satisfy any legal requirement that such communications be in writing.

CHILDREN UNDER AGE 18:

Paint Hive Studio does not sell products to children, but it sells them to adults, who can purchase products with a credit card. If you are under 18, you may shop or purchase from our Paint Hive Studio website only with involvement of a parent or guardian. Paint Hive Studio and its affiliates reserve the right to refuse service, remove or edit content, or cancel orders in their sole discretion.

THE DIGITAL MILLENNIUM COPYRIGHT ACT:

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by this Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) Identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) Identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the site; (d) The name, address, telephone number and email address (if available) of the complaining party; (e) A statement that the complaining party has 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; and (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to contacts on PaintHiveStudio.com. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. We reserve the right to terminate the account of any user that is a copyright infringer.

COPYRIGHT, TRADEMARK AND PATENT ACT:

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INDEMNIFICATION:

You agree to indemnify, defend, and hold harmless Paint Hive Studio, its affiliates, officers, directors, employees, agents, and suppliers from and against all claims, demands, expenses, damages, and costs, including reasonable attorney's fees, resulting from your use of this Site, your conduct in connection with the Site, or your violation of these Terms & Conditions, any law or the rights of any third party.

THIRD PARTY LINKS:

Paint Hive Studio may link to third-party Sites. Paint Hive Studio has no control over the linked Sites to our website; they are for your convenience only and must be accessed at your own risk.

RISK OF LOSS:

All items purchased from Paint Hive Studio are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

PRODUCT DESCRIPTIONS:

Paint Hive Studio attempts to be as accurate as possible. However, Paint Hive Studio does not warrant that product descriptions or other content of this Site is accurate, complete, reliable, current, or error-free. If a product offered by Paint Hive Studio itself is not as described, your sole remedy is to return it in a new, unused condition.

We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by our professional staff might seem to match other creative artworks. While we do value your feedback on our services and products, we request that you be specific in your comments on those services and products, and not submit any creative ideas, suggestions, or materials (unless we requested).

Idea Submission Policy. If, through participation in certain activities, you send any material (e.g., postings to message boards, contests, etc.) or, despite our policy, you send us unsolicited creative suggestions, ideas, notes, drawings, concepts, or other information, the Submissions shall be deemed as our property. None of the Submissions shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions or any other person or entity.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY:

THIS SITE IS PROVIDED BY Paint Hive Studio ON AN "AS IS" AND "AS AVAILABLE" BASIS. Paint Hive Studio MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Paint Hive Studio DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Paint Hive Studio DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM Paint Hive Studio ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Paint Hive Studio WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

APPLICABLE LAW:

By visiting Paint Hive Studio, you agree that the laws of the state of California, without regard to principles of law conflicts, and you will govern these Terms & Conditions and any dispute of any sort that might arise between you and Paint Hive Studio.

SITE POLICIES, MODIFICATION, and SEVERABILITY:

We reserve the right to make changes to our Site, policies, and these Terms & Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions.