



anitaloomis.com  
Loomis Gallery, LLC

## TERMS AND CONDITIONS

### Use of the Website

By accessing <https://www.anitaloomis.com> or any other subdomain of Anita Loomis' [www.anitaloomis.com](http://www.anitaloomis.com) website you warrant and represent to Anita Loomis and Loomis Gallery, LLC. that you are legally entitled to do so and to make use of information made available via **www.anitaloomis.com**, herein referred to as '**the Site**', and accept without limitation or qualification these terms and conditions.

### Trademarks

Many of the trademarks, service marks, and logos (collectively, the "Trademarks") displayed on this Site, including Anita Loomis, anitaloomis.com or Loomis Gallery, LLC., are registered and/or unregistered marks of the Program. The Trademarks of third parties may also be displayed on this Site. Nothing contained in this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks displayed on the Site without the express written permission of the Program or any third party that may own the Tra other Materials, except as authorized in these Terms and Conditions, is strictly prohibited.

### External links

The Program has not reviewed all of the sites linked to the Site and is not responsible for the content of any off-site pages or other sites linked to the Site. Your linking to any off-site pages or other sites is at your own risk.

## **Warranties**

Without limiting the foregoing, all Materials on the Site are provided “AS IS” WITHOUT A WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, demarks displayed on the Site. Any unauthorized use of the Trademarks or any INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND/OR NON-INFRINGEMENT. The Program assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your use of the Site or your downloading of any Materials from the Site.

## **Use of Images**

The text, images, video clips and data on **anitaloomis.com** are protected by copyright and may be covered by other restrictions as well. Anita Loomis retains all rights, including copyright, in data, images, software, documentation, text, and other information contained in these files (collectively, the “Materials”). Copyright and other proprietary rights may be held by individuals or entities other than, or in addition to, Anita Loomis.

## **Use of Materials**

By downloading, printing, or otherwise using Materials from the Site, users agree and warrant that they will limit their use of such files to fair use and will comply with all other Terms and Conditions of this license, and will not violate the rights of Anita Loomis or any other person or entity. Information on United States copyright fair use law is available from the [United States Copyright Office](#). Please note that you are responsible for determining whether your use is fair and for responding to any claims that may arise from your use.



**anitaloomis.com**  
Loomis Gallery. LLC

Notwithstanding the foregoing, Anita Loomis only allows personal, educational, and other non-commercial uses of the Materials subject to the following terms. The user must (i) cite the author and source of the Materials (ii) cite and links to (when possible) Anita Loomis's website as the source of the Materials (iii) not remove any copyright, trademark or other proprietary notices including attribution, information, credits and notices that are placed near the Material used and (iv) comply with all terms or restrictions other than copyright (such as trademark, publicity and privacy rights, or contractual restrictions) as may be specified in the metadata or as may otherwise apply to the Materials.

Anita Loomis does not warrant that use of the text, images, and content displayed on the Site will not infringe the rights of third parties not owned by or affiliated with the Program. You agree to indemnify, defend, and hold Anita Loomis, its affiliates, trustees, directors, officers, employees, or agents harmless from all claims, causes, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages arising from or relating to your use of the Site.

Unauthorized publication or exploitation of Anita Loomis's files is specifically prohibited. Anyone wishing to use any of these Materials for commercial use, publication, or any purpose other than fair use as defined by law, must request and receive prior permission as set forth in these Terms and Conditions.

### **Unauthorized Commercial Use of Materials**

You may not use the Materials for commercial purposes. This means that you may not sell the Materials or sell materials, products or services that use and incorporate the Materials, nor may you use the Materials to promote or

advertise products or services. If you wish to use the Materials for any purpose beyond the permitted uses, such as a commercial use or publication (except as may be permitted by fair use under the copyright law), you must obtain prior written permission from Anita Loomis (or other owner of the Materials as applicable).

For information on how to obtain permissions for the Materials held by Anita Loomis, please email [anita@anitaloomis.com](mailto:anita@anitaloomis.com).

### **User Generated Content and Submissions**

Any communication or material you post, transmit, or distribute to [anitaloomis.com](http://anitaloomis.com) by electronic mail or otherwise, including any data or other content, questions, comments, suggestions, or the like, is and will be treated as, nonconfidential and nonproprietary. Anything you transmit or post may be used by Anita Loomis, [anitaloomis.com](http://anitaloomis.com), Loomis Gallery LLC., or its affiliates for any purpose, including but not limited to, reproduction, disclosure (to law enforcement entities or others), transmission, publication, broadcast, and posting. Furthermore, Anita Loomis is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Program Site for any purpose whatsoever including but not limited to, developing, manufacturing, and marketing products using such information.

It is strictly prohibited to post or transmit any unlawful, threatening, or infringing material that could constitute conduct that would be considered a criminal offense, give rise to civil liability, a violation of privacy or publicity, or otherwise violate law. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply will not cause injury to any person or entity; and that you will indemnify Anita Loomis for all claims resulting from content you supply. Anita Loomis takes no responsibility and



**anitaloomis.com**

Loomis Gallery, LLC

assumes no liability for any content posted by you or any third party. Anita Loomis reserves the right (but not the obligation) to edit or remove such content, but does not regularly review posted content.

DMCA: Anita Loomis is committed to complying with U.S. copyright and related laws, and requires all users of the Site to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 ("DMCA") to report alleged infringements. A copyright owner of any content should contact Anita Loomis immediately to report any concerns of infringement by providing notice to Anita Loomis or Loomis Gallery's Designated Agent as required by the DMCA, Title 17 U.S.C. § 512. If such notice is provided by email please address it to: [anita@anitaloomis.com](mailto:anita@anitaloomis.com). Anita Loomis provides the above contact information for purposes of the DMCA only and reserves the right to respond only to correspondence that is relevant to this purpose.

### **Disclaimer of liability**

Anita Loomis shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the Site, any information contained on [anitaloomis.com](http://anitaloomis.com), your or your company's personal information or material and information transmitted over our system. In particular, neither Anita Loomis nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising

from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

### **Conflict of terms**

If there is a conflict or contradiction between the provisions of these Terms and Conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the Site shall prevail in respect of your use of the relevant section or module of the Site. Anita Loomis may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms and Conditions. Anita Loomis's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless agreed to in writing by the Program.

### **Jurisdiction**

These Terms and Conditions and any amendments thereto shall be governed and construed in accordance with the laws of the State of Maine, without regard to principles of conflicts of laws. Any dispute arising out of, in connection with, or related to these Terms and Conditions, your visit to the Site, or to any product or services sold or distributed in connection with the Site, shall be brought in any Federal or State court located in York County and the State of Maine. The parties hereby waive any objection that they may have to personal jurisdiction in these courts.



**anitaloomis.com**  
Loomis Gallery. LLC

## **Severability**

Any provision of any relevant Terms and Conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant Terms and Conditions, policies and notices shall remain in full force and effect.

## **Your Account**

If you create an account on this Site you will be asked to provide personally identifiable information that may include a user name and password, Artist Name, and an e-mail address. We store this information so that you need not re-enter it when you return to the website. You may review or change your account information at any time. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

## **Privacy**

For more information on what personal information is collected and used by Anita Loomis or anitaloomis.com, please visit the Privacy Policy page on this website.

Last updated, 08.02.2023