

NORTHWEST ART ALLIANCE, INC. TERMS OF SERVICE

Welcome to Northwest Art Alliance, Inc. a leading Internet art destination located at <http://www.nwArtAlliance.com/> (the "Site") where people and organizations can buy and sell original works of art and crafts (the "Art") online and participate in an online art community (the "Services"). The Services are provided by Northwest Art Alliance, Inc. ("NorthwestArtAlliance.com" or NWAA or "we") to you ("Buyer" or "user") subject to the following terms and conditions set forth in these Terms of Service.

ACCEPTANCE OF TERMS: Before you use the Services, we require that you read and accept these Terms of Service. If you visit, shop, or otherwise participate in the Services on the Site, you accept these Terms of Service. If you choose not to accept these Terms of Service, you may not access or otherwise use the Site or Services. If you have any questions regarding these Terms of Service, please contact our Customer Service department by calling 206-525-5926 or email info@nwArtAlliance.com. In addition, when using particular NorthwestArtAlliance.com owned or operated services, you shall be subject to any posted policies, guidelines or rules applicable to such services. All such policies, guidelines and rules are hereby incorporated by reference into the Terms of Service.

AMENDMENT: We may, at our sole discretion, change, modify, add or remove any portion of these Terms of Service, in whole or in part, from time to time and at any time without notice to you, by posting such changes on the Site. Your continued use of the Site and the Services after such changes are posted will constitute your agreement to such changed Terms of Service. These Terms of Service were last revised on December 10, 2008.

PARTICIPATION REQUIREMENTS

CAPACITY TO CONTRACT: The Services are available only to individuals or entities who can form legally binding contracts. Without limiting the foregoing, neither minors (persons under the age of 18) nor individuals who have been suspended from the Services may participate in the Services. If you are under the age of 18, you can use the Services only in conjunction with, and under the supervision of, your parents or guardians. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms of Service.

REGISTRATION: In order to participate in the Services, you must register with NorthwestArtAlliance.com by filling out our registration form and providing certain information to NorthwestArtAlliance.com. If you are a seller, please go to _____ . When NorthwestArtAlliance.com has notified you that your registration form has been approved, you will become a "Registered User." You agree that the information on your registration form is complete and accurate, and that you will update it in order to keep it current. NorthwestArtAlliance.com reserves the right to disapprove, suspend or terminate your registration for any reason, at its sole discretion, and to prohibit you from participating in the Services. Further, the rights granted to you as a Registered User may not be transferred or sold to another party.

LOGIN, ID AND PASSWORD: During the registration process, you will select a login ID and password. You are solely responsible in all respects for all use of and for protecting the confidentiality of your login ID and password. You agree to notify NorthwestArtAlliance.com immediately of any unauthorized use of any login ID and password and any other breach of security regarding the Services.

NORTHWESTARTALLIANCE.COM'S RELATIONSHIP TO YOU: NorthwestArtAlliance.com provides a venue for the sale of art, and will facilitate the sale of the art, but accepts no liability for either the responsibilities of the Artist or the Buyer. Legal ownership of the art passes directly from the Artist to the Buyer. NWAA has no control over the quality or legality of the Art listed, the truth or accuracy of the listings or any other information provided by a user about the Art. In the event of a dispute with an Artist, the Buyer releases NWAA (and our officers, directors, agents and employees) and indemnifies them from any claim or damages, actual or consequential, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California

resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

PURCHASING ART

PURCHASING: You must be a Registered User in order to purchase the Art. Buyers are obligated to complete the sale transaction upon completion of the check-out process. All posted purchase prices are listed according to their value in U.S. dollars. Buyers are liable for the posted purchased price of the piece(s) of Art, any insurance, packing, freight and shipping fees associated with the purchase, and any applicable sales tax (collectively, the "Purchase Fees"). Payment for the Art may be made by credit card as specified on the Site .

SALE AND DELIVERY OF PURCHASED ART: When a Registered Buyer clicks on "buy now" NWAA will notify the Buyer that we have received the order and are checking with the Artist to confirm that the piece is still available and when it can be shipped. Upon ascertaining that it is and verifying the possible shipping date, NWAA will accept a credit card order. When payment has been made, NWAA will notify the Artist. The Artist agrees to ship the piece to the Buyer within 7 days after notification that the price has been paid; or if a different shipping date has been specified, then on or before that date. The Artist will then notify NWAA of the shipping date, carrier and the tracking number, and NWAA will forward that shipping confirmation to the Buyer. If the piece is not shipped within 7 days or on the specified date, the Buyer may elect to cancel the sale; and in that event all funds will be returned to the Buyer.

SHIPPING AND PACKING: The Artist shall pack the piece(s) of Art so as to protect them during shipment, and ship them to the address specified by the buyer. The Art shall be and remain the risk of the seller until it is shipped to the buyer, and thereafter the risk shall shift to the buyer. In no event shall NWAA be liable for any damages of any kind arising from the packing or shipment of any Art. The Buyer is responsible for the costs associated with all packing, shipping and insurance.

RETURNS: Unless otherwise stated under "Returns" for a particular piece of Art, a Buyer may return a piece of Art by notifying NWAA within seven (7) days after the date of Buyer's receipt of such piece of Art that the Art will be returned (the "Return Period"), **PROVIDED THAT NWAA RESERVES THE RIGHT TO APPROVE OR DENY A FREE RETURN REQUEST ON AN INDIVIDUAL BASIS.** No returns will be accepted after such period. If a buyer elects to return a piece of Art, the buyer must mark the order as returned during the "Return Period" using the Return an Order page. After marking the order as returned the Buyer must ship it to the Artist within three (3) business days. If the return is not shipped within three business days it will be canceled and the order will be paid to the Artist. Free returns may not be used to ship a damaged piece of artwork back to the Artist. If the returned piece of Art has not been altered or damaged and is returned within the Return Period, the Artist shall accept the returned piece of Art and notify the buyer and NWAA of its acceptance of the returned piece of Art. Artists must notify NWAA of any damage or other issues involving a returned piece of artwork within seven days of receiving the return. If no contact is made within seven days the return will be automatically refunded to the buyer. Once NWAA receives notification of seller's acceptance of the returned piece of Art, NWAA shall debit Artist for the Purchase Fees less any packing, shipping and insurance fees associated with buyer's purchase. NWAA shall reimburse buyer for the same amount, if and only if NWAA can verify successful debiting of the Artist's account. Reimbursement shall be made by issuing a credit card refund.

RESTRICTED ACTIVITIES: Any information you provide during the registration, listing or sale/purchase process and your activities or user of the Services on the Site shall not: (i) be false, inaccurate or misleading; (ii) be fraudulent or involve the sale of counterfeit or stolen items; (iii) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iv) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (v) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vi) be obscene or contain child pornography; (vii) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (viii) create liability for NorthwestCraftsAlliance.com or cause it

to lose (in whole or in part) the services of its ISPs or other suppliers; or (ix) link directly or indirectly to or include descriptions of goods or services that: (a) are prohibited under these Terms of Service; (b) are concurrently listed for sale on a website other than the Site; or (c) you do not have a right to link to or include.

INTELLECTUAL PROPERTY

INTELLECTUAL PROPERTY RIGHTS RELATING TO THE ART: All copyrights, design patents, and any other intellectual property rights relating to art displayed on or sold through our website remains the exclusive property of the Artist, notwithstanding the sale of the original art to a Buyer.

THE SITE AND SERVICES: NorthwestArtAlliance.com grants you a limited license to access and make personal use of this Site. The trademarks, trade names, designs and all material contained on this Site, including all portions of the website, content, site design, text, graphics, and all intellectual property rights thereto ("Site Content") are the sole and exclusive property of NorthwestArtAlliance.com or its licensors. The use of any such property for any other reason, on any other website, or the modification, distribution or republication of this material without the prior written permission of NorthwestArtAlliance.com, is strictly prohibited. Any unauthorized use terminates the permission or license granted by NorthwestArtAlliance.com.

COPYRIGHT VIOLATIONS: If you believe that your material or the material of another user has been wrongfully used in a way that constitutes copyright infringement, contact NorthwestArtAlliance.com by phone 206-525-5926 or email info@nwartalliance.com. In order for NWAA to investigate and address your complaint, please provide us with all of the information requested. If a clear infringement of copyright, trademark, patent, publicity rights or other right comes to the attention of, NWAA, we reserve the right to delete all infringing material from the Site and to suspend the alleged infringer from using the Services, even without receiving a complaint from the person whose rights have been infringed.

HOW WE HANDLE COPYRIGHT VIOLATIONS: Upon receiving notice of a potential copyright infringement, NWAA may immediately delete or suspend access to the infringing material. NWAA may also provide the user who posted the allegedly infringing material with contact information for the complaining party and may ask that the user work with the complaining party to resolve the dispute. If NWAA has deleted or suspended access to materials you posted on the Site because of a complaint that the posting infringed someone else's copyright, it will attempt to provide you with written notice of its actions. If you disagree with such actions and want to have the materials returned to the Site, please provide us with a written response within ten (10) days after receiving the notice from us (a "Response"). Each Response must contain the following:

Your physical or electronic signature;

Identification of the material that was deleted or made inaccessible;

A statement under penalty of perjury that you have a good faith belief that the material was removed or made inaccessible as a result of mistake or misidentification;

Your name, address and telephone number and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which NWAA may be found, and that you will accept service of process from the person who complained that posting the materials constituted a copyright infringement or from an agent of that person.

A copy of your Response, including your name and address, will be sent to the person who complained about your posting. NWAA will then decide, in its sole discretion, whether to redisplay the deleted materials on the Site.

DISCLAIMER; LIMITATION OF LIABILITY: THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE OR THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING

WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NWAA MAKES REASONABLE COMMERCIAL EFFORTS TO MAKE ITS SERVICES AND SITE AVAILABLE AT ALL TIMES. HOWEVER, NWAA IS NOT RESPONSIBLE FOR ANY INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO, INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING OR ACCEPTANCE OF ANY ASPECT OF A SALE. WHERE NWAA PROVIDES LINKS TO THIRD PARTY INTERNET SITES, NO REPRESENTATIONS OR ENDORSEMENTS ARE MADE IN CONNECTION WITH SUCH SITES. NWAA IS NOT LIABLE FOR ANY DAMAGES OR INJURY ARISING FROM USE OF SUCH SITES. NWAA MAKES NO WARRANTY REGARDING ANY ART PURCHASED OR OBTAINED THROUGH THE SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NORTHWESTARTALLIANCE.COM OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS. NWAA EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY ART SOLD ON OR THROUGH THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANOTHER USER. IN NO EVENT SHALL NORTHWESTARTALLIANCE.COM BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM (I) ANY INJURY TO ANY PERSON OR PROPERTY CAUSED BY THE ART (II) DEFECTS IN SUCH ART ON ANY THEORY OF LIABILITY OR (III) ANY RETURN OF ANY ART. IN ADDITION, IN NO EVENT SHALL NORTHWESTARTALLIANCE.COM BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICES, THE SITE OR ITS CONTENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF NORTHWESTARTALLIANCE.COM OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE TOTAL LIABILITY OF NWAA TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING FROM THESE TERMS OF SERVICE OR YOUR USE OF THE SITE AND THE SERVICES EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100.00.)

INDEMNITY: You agree to defend, indemnify and hold harmless NWAA its officers, directors, agents, and employees, from claims, demands and damages, actual and consequential, of every kind and nature, arising out of or in any way connected with any breach or violation by you of this agreement, any use by you of the Site or any disputes or damages arising out of your use of or contracts formed with you through the Site.

CHOICE OF LAW: This Agreement is made and shall be governed by and construed in accordance with the laws of the State of Washington. In the event any User shall reside outside the United States, the parties disclaim any application of the United Nations convention on contracts for the international sale of goods.

DISPUTE RESOLUTION; Any dispute arising out of this agreement shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association ("AAA"). The arbitration shall be before a single arbitrator and the arbitration shall take place in Seattle, Washington. If not mutually agreed upon, the arbitrator shall be selected according to AAA rules from a list, prepared by the AAA, of persons having expertise in the subject matter. The award shall be in writing and in accordance with applicable law. Judgment upon the award may be entered in any court having jurisdiction thereof. This provision is self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

SEVERABILITY: In the event any part of these Terms of Service is determined to be invalid or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. The remaining parts of the Terms of Service will continue to be enforceable.

MODIFICATION AND AVAILABILITY: NorthwestCraftsAlliance.com may, at any time, delete, modify or supplement the content of the Site without prior notice. NorthwestCraftsAlliance.com reserves the right, for any reason, at its sole discretion, to terminate, change, suspend or discontinue any aspect of the Site or the Services, including, but not limited to, content, features or hours of availability. NorthwestCraftsAlliance.com may also impose limits on certain features of the Services or restrict your access to part or all of the Site or the Service without notice or penalty.

ACCESS AND INTERFERENCE: You agree that you will not use any automatic device or manual process to monitor or copy NorthwestCraftsAlliance.com's web pages or the content contained herein. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on NorthwestCraftsAlliance.com's infrastructure.

WAIVER: The failure of you or us to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

ENTIRE AGREEMENT: These Terms of Service comprise the entire agreement between the Buyer and NorthwestArtAlliance.com and supersedes all prior agreements between the Buyer and NWAA, regarding the subject matter contained herein. All provisions in these Terms of Service regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of these Terms of Service.