

Thank you for visiting SMCartists.com. This website is owned by SMC Partners, Inc. ("SMCP"), and is made available to you for informational purposes. By accessing or using this Website, you agree to the following Terms of Use and to our Privacy Policy. If you do not agree to the Terms of Use and Privacy Policy, you may not use this Website.

- **Your Use of the Website** – Unless otherwise expressly specified or permitted by a duly authorized officer of SMCP, this website is provided for your personal and non-commercial use only. The copyright to the contents of this Website and the trademarks, logos, characters and service marks displayed thereon (collectively the "Intellectual Property") are owned by SMCP or other third parties who have licensed or authorized use thereof to SMCP. Provided you do not modify or delete any intellectual property or other proprietary notices, users may download material from this website for their own personal, non-commercial use only. Any other copying, modifying, redistributing, reproducing, transmitting, creating derivative works from, using Intellectual Property from, or selling any information, products or services obtained from this website in any manner is strictly prohibited. Please be advised that SMCP will aggressively pursue any violation of this policy in order to protect its valuable intellectual property rights.

- **Disclaimer and Limitation of Liability** – Your use of and browsing on this Website are done at your own risk. Neither SMCP, its affiliates or subsidiaries, nor any other party involved in creating, producing or delivering this Website shall be liable under any circumstances for any direct, indirect, incidental, consequential or punitive damages arising out of or in connection with your access to, or use of, this website. SMCP makes no representation or warranty as to the accuracy, completeness, adequacy, timeliness or usefulness of the contents of this Website, nor does SMCP promise that the website will remain available. SMCP reserves the right at any time to terminate all or any portion of this website without notice to you. Without limiting the foregoing, everything on this site is provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS AND WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. Please note that in some states, the law may not permit the foregoing disclaimer of warranties, so the above disclaimer may not apply to you. Check your local laws.

- **Third Party Materials** – The contents of this website may from time to time contain documents, images, information, media and other materials not proprietary to SMCP, such as photographs, artwork, articles, clips other text or audiovisual elements, or the names, trade names, trademarks, logos, trade styles or designations of third parties (including present and past clients of SMCP) which have been published in newspapers, magazines or other media or venues, and may include the name, trade name or trademark of the medium or venue in which such materials were published or displayed. Any use thereof whatsoever is strictly prohibited, unless the prior written permission of the appropriate third parties has been secured. SMCP has no editorial control of such third party content and does not guarantee the accuracy, completeness or usefulness of any such content nor its merchantability or fitness for any particular purpose.

- **Links** – For the convenience of users of this Website, one or more links to other Internet Websites may appear from time to time. Except for Internet Websites maintained by SMCP (or by divisions, subsidiaries or affiliates thereof), the Internet Websites to which links are provided in this Website are not under the control of SMCP, and SMCP assumes no responsibility for the contents of any such linked Internet Website, or for any potential damage arising out of or in connection with the use of any such link. In addition, the existence of a link between this Website and any other Internet Website is not and shall not be understood to be an endorsement by SMCP of the owner or proprietor of the linked Internet Website, nor an endorsement of SMCP by the owner or proprietor of such linked Website.

- **Miscellaneous** – It is strictly prohibited to use or contact this Website to disrupt or damage the site, its contents or its security measures or to harass or disparage SMCP, its employees, or its clients or their respective products, services or personnel. No unsolicited email (spam) may be directed to or through this site.

SMCP reserves the right to change the foregoing Terms of Use and Privacy Policy without notice to you, and your use of the Website following such changes shall be deemed to constitute your consent to such modified Terms of Use and Privacy Policy.