

Effective Date of this Member's or User's Terms of Use: 1 October 2018

Member or User's Terms of Use

Welcome to our Terms of Use of this website! We are truly excited to have you aboard. Thank you for choosing to use our services in this website. Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. thus our Terms of Use are also in compliance with the Wix.com's Terms of Use.

Below we have listed important legal terms that apply to anyone who visits our website or uses our services. These terms are necessary in order to protect both you and us, and to make our services possible and more enjoyable for everyone who use our website.

We understand that legal terms can be exhausting to read, and we've tried to make the experience more pleasant. If you have any suggestions on how we can improve them, you are more than welcome to contact us at admin@shiningart.net.

1. Introduction

1.1. Our Purpose

This website offers our users easy access to know our services, programs or products using mobile apps and other online and mobile online and mobile applications, tools and services. The online and mobile websites and platforms created by us are collectively referred to herein as ("**User Platform(s)**").

Wix.com offers us online and mobile services and tools, that let us create, manage and or/use own own online and mobile presence.

1.2. Legal Agreement

Our and Wix.com Terms of Use ("Terms of Use"), together with such additional terms which specifically apply to some of our services and features as presented on the Wix.com website(s) ("Wix Website", and collectively – the "Wix Terms"), all set forth the entire terms and conditions applicable to each

visitor or user (“User” our “you”) of the Wix Website, the Wix mobile application (the “Wix App”) and/or any other services, applications and features offered by us and Wix with respect thereto, except where we explicitly state otherwise (all services offered through the Wix Website or the Wix App, collectively – the “Wix Services” or “Services”).

Our and the Wix Terms constitute a binding and enforceable legal contract between Wix.com Ltd. and its affiliated companies and subsidiaries worldwide (“Wix”, “us” or “we”) and you in relation to the use of any Wix Services - so please read them carefully.

You may visit and/or use our and the Wix Services and/or the Wix App only if you fully agree to the Wix Terms - and by using and/or registering to any of our and the Wix Services, you signify and affirm your informed consent to these Terms of Use and any other Wix Terms applicable to your use of any Wix Services. If you do not read, fully understand and agree to the Wix Terms, you must immediately leave the Wix Website and avoid or discontinue all use of the Wix Services.

By using our Services, you acknowledge that you have read our Privacy Policy available at <http://www.wix.com/about/privacy> (“Privacy Policy”).

By visiting our website or using our application and/or services, you are entering into a legal agreement with us, consisting of these Terms of Use, and our additional services’ legal terms.

By using our services, you signify your consent to these terms and you acknowledge that you have read our Privacy Policy. You may not use our services if you do not consent to all our terms.

1.3. Member or User Account

In order to access and use certain sections and features of our Services in your mobile device, you must first install Wix App in your mobile device.

If anyone other than yourself accesses your Member or User Account and/or any of our User Platforms’ settings, they may perform any actions available to you (unless as specifically stated otherwise on the Wix Services), make

changes to your User Platform(s) and your User Account, and accept any legal terms available therein, make various representations and warranties and more – and all such activities will be deemed to have occurred on your behalf and in your name.

Therefore, we strongly encourage you to keep the log-in credentials of your Member or User Account confidential, and allow such access only to people you trust - as you will be solely and fully responsible for all activities that occur under your User Account and/or User Platforms (including for any payment, purchases, representations, warranties and undertakings made therein), whether or not specifically authorized by you, and for any damages, expenses or losses that may result from such activities.

You must provide accurate and complete information when registering your Member or User Account in using the Wix Services, to which you are the sole and exclusive rights holder. We strongly encourage you to provide your own (or your company's) contact and billing details, including your valid e-mail address, as we may use it to identify and determine the actual and true owner of the Member or User Account and/or User Content (as defined below) submitted to us.

In case of a dispute on Member or User Account ownership, we reserve the right to determine ownership to a Member or User Account based on our reasonable judgment, whether or not an independent investigation has been conducted by us. However, if we cannot make such determination (as we may deem in our sole discretion), we reserve the right to avoid doing so and/or suspend a User Account until the parties disputing such ownership, reach a resolution, without liability to you or to any other party. We may request documentation (e.g. government-issued ID, a business license) that may assist us in determining ownership. Among others, we may consider the principles set forth below.

1. Wix will consider the owner of a Member or User Account, User Platform and/or User Content created and/or uploaded to the relevant Wix Service, as the person or entity who has access to the e-mail address then listed in Wix's records for such Member or User Account under which such User Platform or User Content was created.

2. If any Paid Services (as defined in Section 5 below) were purchased via a Member or User Account, Wix will consider the owner of such Member or User Account and/or the relevant User Platform and/or User Content created thereunder, may be considered to be the person or entity whose billing details were used to purchase such Paid Services (“Billing Information”). Notwithstanding the foregoing, when applicable if a User Platform was connected to an external domain name (either imported or purchased as part of certain Paid Services, as defined below), and such domain’s registration information is publicly available via the WHOIS database provided on the www.whois.net website or on Wix’s database, Wix will consider the owner of such User Platform as the person or entity registered as the registrant of such domain thereunder. In the event that an individual and an organization are both registered as the registrant or the registrant organization of such domain, Wix will consider the organization as the actual owner of the domain, and therefore as the owner of the User Platform connected to such domain. In event the Billing Information indicates one person as the owner of the User Platform and the domain registration indicates a different owner, Wix shall consider the person registered as the owner of the domain connected to the Wix Account as the owner of the User Platform.
3. Notwithstanding the forgoing, Wix shall have the right to determine the ownership of User Content and/or a User Website as it chooses, including by ignoring the indications set forth above, in event Wix deems, at its sole discretion, that the situation justifies such determination, all based upon the factual situation as determined by Wix.

To use certain of our services, you need to create a Member or User account.

You should keep your username and password protected and safe, and only allow people you trust to access your account or website settings.

All activities that occur under your user account or website are your responsibility.

The account information you provide us must be your own (or your company's), and be accurate and complete.

When a Member or User account is disputed, we may determine the ownership of such user account.

2. Your Obligations

2.1. You represent and warrant that:

1. you are at least twenty-one (21) years of age, i.e. above the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into the Wix Terms and to form a binding agreement, for yourself or on behalf of the person or entity committed by you to the Wix Terms;
2. you are not a resident of (or will use the Wix Services in) a country that the U.S. government has embargoed for use of the Wix Services, nor are you named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations;
3. your country of residence and/or your company's country of incorporation is the same as the country specified in the contact and/or billing address you provide us;
4. you understand that Wix does not provide any legal advice or any recommendation with respect to any laws or requirements applicable to your use, or your compliance therewith;

And specifically regarding your User Content:

5. you confirm you own all rights in and to any content uploaded or provided by you, or imported, copied or uploaded by Wix Services for you, to your User Platform ("User Content").
6. you have (and will maintain) the full power, title, licenses, consents and authority to allow Wix Services and/or us to access the website, web pages and/or other online services, for the purpose of importing, copying, displaying, uploading, transmitting and/or otherwise using, your User Content.

7. the User Content is (and will continue to be) true, current, accurate, non-infringing upon any third party rights, and in no way unlawful for you to upload, import, copy, possess, post, transmit, display or otherwise use, in the country in which you reside, or for Wix and/or us to access, import, copy, upload, use or possess in connection with the Wix Services;
8. We have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and we will adhere to all laws applicable thereto.

In order to use our services, there are certain obligations and conditions you need to meet.

Among others, you need to be of a certain legal age of majority, reside and use our services in a permitted location.

In addition, we own all rights in any content you upload or publish or that Wix access, import and/or upload for you via our services, ensure that such content is legal and reliable, and that anything we do with it (or enable Wix or you to do with it) is legal.

2.2. You undertake and agree to:

1. fully comply with all applicable laws and any other contractual terms which govern our use of the Wix Services (and any related interaction or transaction), including those specific laws applicable to us or you in any of your geographical locations;
2. be solely responsible and liable with respect to any of the uses of the Wix Services which occur under your User Account and/or User Platform(s), and for any of your User Content (including for any consequences of accessing, importing, uploading, copying, using or publishing such User Content on or with respect to the Wix Services);

3. regularly and independently save and backup any of your User Content and the information that is being processed by you regarding your User Platform, including with respect to you, our Products, and any applications and/or Third Party Services used by us;
4. receive from time to time promotional messages and materials from us, by mail, e-mail or any other contact form you may provide us with (including your phone number for calls or text messages). If you wish not to receive such promotional materials or notices – please just notify us at our email address at any time;
5. allow Wix to use in perpetuity, worldwide and free of charge, any version of your User Platform (or any part thereof) for any of Wix's marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against Wix or anyone on its behalf relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide that you may have in or to your User Platform with respect to such limited permitted uses;
6. Wix's sole discretion as to the means, manner, and method for performing the Wix Services, including those regarding the hosting, transmission, publication and/or display of any User Platforms and/or Content (including the inclusion and presentation of any advertisements or other commercial content with respect thereto).

List of Must

You must comply with all applicable laws.

You will be responsible for your actions and for the actions of anyone who accesses your user account or user platform settings.

You shall regularly save backups of your content.

You agree that we or our partners may send you promotional messages and content.

You can easily opt-out of receiving promotional messages by contacting us.

2.3. You agree and undertake not to:

1. copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the Wix Website, the Wix Services (or any part thereof), any Content offered by Wix or Third Party Services for use and display within User Platforms (“Licensed Content”) and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing without our and Wix’s prior written and specific consent and/or as expressly permitted under our and the Wix Terms;
2. submit, transmit or display any User Content, or use Licensed Content in a context, which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of us, Wix or any third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights), or otherwise shows any person, entity or brand in a bad or disparaging light, without their prior explicit approval;
3. use any illegal action to collect login data and/or passwords for other websites, third parties, software or services;
4. phish, collect, upload, or otherwise make available credit card information or other forms of financial data used for collecting payments, unless done in accordance with any applicable law, including, with the PCI DSS standard when applicable;
5. upload, insert, collect or otherwise make available within the Wix Website or the Wix Services (or any part thereof), any malicious, unlawful, defamatory or obscene Content;
6. publish and/or make any use of the Wix Services or Licensed Content on any website, media, network or system other than those provided by Wix, and/or frame, “deep link”, “page scrape”, mirror and/or create a browser or border environment around any of the Wix Services, Licensed Content and/or User Platform (or any part thereof), except as expressly permitted by Wix, in advance and in writing;
7. use any “robot”, “spider” or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual

process, to access, acquire, copy, or monitor any portion of our and the Wix Services (or its data and/or Content), or in any way reproduce or circumvent the navigational structure or presentation of any of our and the Wix Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through our and the Wix Services;

8. act in a manner which might be perceived as damaging to our and Wix's reputation and goodwill or which may bring us and Wix into disrepute or harm;
9. purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Wix or Wix Marks and/or variations and misspellings thereof;
10. impersonate any person or entity or provide false information on our and the Wix Services and/or User Platform, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send to us and Wix and/or any End Users;
11. falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that we and Wix or any third party endorses you, your User Platform, your business, your User Products, or any statement you make;
12. reverse look-up, trace, or seek to trace another User of Wix Services, or otherwise interfere with or violate any other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Wix Services and/or User Platform without their express and informed consent;
13. disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to our and the Wix Services, User Platform, the account of another User(s), or any other systems or networks connected to our and the Wix Services, by hacking, password mining, or other illegitimate or prohibited means;
14. probe, scan, or test the vulnerability of our and the Wix Services or any network connected to us and the Wix Services;
15. upload to the our and Wix Services and/or User Platform or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware,

- malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
16. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of our and the Wix Services or Wix's systems or networks connected to our and the Wix Services, or otherwise interfere with or disrupt the operation of any of our and the Wix Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
 17. use any of our and the Wix Services and/or User Platform in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters", "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising;
 18. access to our and Wix Services, User Accounts, Licensed Content and/or User Content, through any means or technology (e.g. scraping and crawling), other than our publicly supported interfaces.
 19. sell, license, or exploit for any commercial purposes any use of or access to the Licensed Content and/or our and Wix Services, except as expressly permitted by our and the Wix Terms;
 20. remove or alter any copyright notices, watermarks, restrictions and signs indicating proprietary rights of any of our licensors, including copyright mark [©], Creative Commons [(cc)] indicators, or trademarks [® or ™] contained in or accompanying our and the Wix Services and/or Licensed Content; or
 21. violate, attempt to violate, or otherwise fail to comply with any of our and the Wix Terms or any laws or requirements applicable to your use of our and the Wix Services.
 22. access or use the Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service.

You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your User Account and/or any Services provided to you – with

or without further notice to you, and without any refund of amounts paid on account of any such Services.

List of Don'ts

In general, we just want you to be nice, and avoid doing anything that might harm us or anyone else.

Among others, you may not copy our materials, use any content in an illegal or harmful manner, use our services or content on any platform or website not provided by us, make any misrepresentations or abuse our Services, or otherwise violate anyone's rights or any applicable laws.

Failure to abide by any of these rules may bring us to cancel your account and stop providing you with any services.

3. Content and Ownership

3.1. Our Intellectual Property

As between Wix and us, we shall own all intellectual property pertaining to the User Content and to any other materials created by us, including to any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, code, interfaces, text and literary works. Wix does not claim ownership rights on your content. For the sole purpose of granting you the service, We know and agree that we will need to access, upload and/or copy our User Content to Wix platform, including cloud services and CDN's, to make display adjustments, to duplicate for backup and perform any other technical actions and/or uses required to perform our services, as Wix deem fit.

We own all rights to our content. Wix may handle our content in order to provide us with Wix services.

3.2. Wix's Intellectual Property

All rights, title and interest in and to the Wix Services, including any and all copyrightable materials or any other content thereof which is or may be

subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the “look and feel” of the Wix Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, “Intellectual Property”), and any derivations thereof, are owned by and/or licensed to Wix.

Subject to our and your full compliance with the Wix Terms and timely payment of all applicable Fees, We and Wix hereby grants you, upon creating your Member or User Account and for as long as we and Wix wishes to provide you with the our and Wix Services, a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to use our and the Wix Services and Licensed Content, for the purpose of generating and displaying our User Platform to you and offering our Products therein, solely as expressly permitted under our and the Wix Terms, and solely within our and the Wix Services.

The Wix Terms do not convey any right or interest in or to Wix’s Intellectual Property (or any part thereof), except only for the limited license expressly granted above. Nothing in the Wix Terms constitutes an assignment or waiver of Wix’s Intellectual Property rights under any law.

In addition to the above, certain fonts made available to you within the Wix Services, are licensed to Wix by a third party provider, and are therefore subject to additional license terms of such provider, which are summarized and available for your review at <https://www.wix.com/about/mono-terms-of-use>.

Wix own all rights in and to our services, content, data, technology and features.

We and you may use Wix services and content so long as you fully comply with these terms and ensure full and timely payments.

Certain fonts which are available to you are licensed by a third party, make sure you read their terms as well.

3.3. Feedback and Suggestions

If you provide us with any suggestions, comments or other feedback relating to our or the Wix Services (whether existing, suggested or contemplated), which is or may be subject to any Intellectual Property rights (“**Feedback**”), such Feedback shall be exclusively owned by us or Wix. By providing such Feedback to us or Wix, you acknowledge and agree that it may be used by us or Wix in order to: (i) further develop, customize and improve of our or the Wix Services, (ii) provide ongoing assistance and technical support, (iii) contact you with general or personalized our or Wix -related notices and/or interview requests based on your feedback or otherwise, (iv) facilitate, sponsor and offer certain promotions, and monitor performance, (v) to create aggregated statistical data and other aggregated and/or inferred information, which we or Wix may use to provide and improve its services, (vi) to enhance our or Wix data security and fraud prevention capabilities, and (vii) to comply with any applicable laws and regulations. In addition, you (1) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (2) irrevocably assign to us or Wix any right, title and interest you may have in such Feedback and (3) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists’ rights, or any other similar rights worldwide in or to such Feedback.

We welcome any form of feedback or suggestions. If you do provide us with any, please make sure that it is accurate and legal.

4. Privacy

Certain parts of our and the Wix Services (including certain Third Party Services available therein, as further explained in Section 8 below) require or involve the submission, collection and/or use of certain personally identifying or identifiable information. In particular and as a part of accessing or using our and the Wix Services, we, Wix and such Third Party Services may collect,

access and use certain data pertaining to Users and End Users, including the activities or navigation undertaken by Users and End Users through our and the Wix Services and/or User Platforms. We encourage you to read our [Privacy Policy](#) and each such Third Party Services' relevant policies on a regular basis, for a description of such data collection and use practices.

We care about your privacy, and you should too. Please read our Privacy Policy to learn more about our practices concerning personal information

5. Service Fees

5.1. Paid Services

The use of certain of our and Wix Services may be subject to payment of particular fees, as determined by us and Wix in its sole discretion ("Paid Services" and "Fee(s)", respectively). We and Wix will provide notice of such Fees then in effect in relation to such Paid Services. If you wish to receive or use such Paid Services, you are required to pay all applicable Fees in advance.

We and Wix reserves the right to change its Fees at any time, upon notice to you if such change may affect your existing subscriptions. If you received a discount or other promotional offer, We and Wix shall have the right to automatically and without notice renew your subscription to such of our and Wix Service(s) at the full applicable Fee.

All Fees shall be deemed to be in U.S. Dollars, except as specifically stated otherwise in writing by us and Wix. To the extent permitted by law (and unless specified otherwise by us and Wix in writing), all Fees are exclusive of all taxes (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities ("Taxes"), and you shall be responsible for payment of all applicable Taxes relating to your use of our and the Wix Services, or to any payments or purchases made by you. If we and Wix is obligated to collect or pay Taxes for the Fees payable by you, and whether or not such Taxes were added and collected from you for previous transactions, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the Invoice for such transaction. We recommend that you verify the existence of any additional fees you may be charged by

third parties in connection with the purchase of Paid Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). We and Wix are not responsible for any such additional fees or costs.

As part of registering or submitting information to receive Paid Services, you also authorize us and Wix (either directly or through its affiliates, subsidiaries or other third parties) to request and collect payment (or otherwise charge, refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries we and Wix or its affiliates may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from your payment, credit card or banking account provider (e.g., updated expiry date or card number as may be provided to us by your credit card company).

Some of our services cost money. We will let you know how much beforehand.

Our prices are stated in U.S. Dollars and before taxes, unless otherwise said.

If needed, we and Wix or its affiliates may request and collect payments and related information from the relevant payment providers and banks.

5.2. Invoices

Wix and/or its affiliated companies will issue an invoice or credit memo for any payment of Fees or refund made to or by Wix ("Invoice"). Each Invoice will be issued in electronic form and based on the country stated in your billing address, and will be made available to you via your User Account and/or by e-mail. For the purpose of issuing the Invoice, you may be required to furnish certain Personal Information (as such term is defined in the Privacy Policy) in order to comply with local laws. Please note that the Invoice presented in your User Account may be inadequate with your local law requirements, and in such case may be used for pro forma purposes only.

Invoices for our paid services will be available in your user account.

5.3. Subscription Auto-Renewals

In order to ensure that you do not experience any interruption or loss of services, certain Paid Services may include an automatic renewal option by default, according to which, unless you [turn-off](#) the auto-renewal option, such Paid Services will automatically renew upon the end of the applicable subscription period, for a renewal period equal in time to the original subscription period (excluding extended periods).

For example, if the original subscription period for a Service is one month, each of its renewal periods (where applicable) will be for one month. Accordingly, where applicable, We and Wix will attempt to automatically charge you the applicable Fees using the payment method you have on file with us and Wix, within two (2) weeks before such renewal period commences. In the event of failure to collect the Fees owed by you, we may in our sole discretion (but shall not be obligated to) retry to collect on a later time, and/or suspend or cancel your User Account, without further notice. If your Paid Service is subject to a yearly or multiple-year subscription period, We and Wix will endeavor to provide you a notice prior to the renewal of such Paid Service at least thirty (30) days in advance of the renewal date.

You may turn-off the auto-renewal option or cancel your Paid Services at any time via your User Account or by visiting [Wix Help Center](#). Please contact us at our email address: admin@shiningart.net if you need any assistance to this matter.

Certain domains are subject to a different renewal policy as detailed in the [Domains Registration Agreement](#). Notwithstanding anything to the contrary in the foregoing, you are and shall be solely responsible to verify and ensure the successful renewal of our Services you use (whether or not such Wix Services are subject to automatic subscription renewals). Accordingly, you shall be solely responsible with respect to any discontinuation of any of our Services previously purchased by you, including due to a cancellation, failure to charge the applicable recurring Fees, or due to any of our and Wix Services not being subject to automatic subscription renewals. You acknowledge and

agree that you shall not have any claims against us and Wix in relation to the discontinuation of any of our and Wix Services or Third Party Services, for whatever reason.

To make sure you don't experience interruptions with our website at the end of your subscription period, we'll automatically renew it, unless you have [turn-off](#) the auto-renewal option.

Some services whether on purpose or mistake may not automatically renew. You should make sure that your subscriptions are renewed in time.

5.4. Refund policy

Please note that our services, programs and products purchased on or through our and the Wix Services may be non-refundable. The terms and conditions of the purchased service, programs and products or application are indicated in refund policy on our Website and/or as part of or during the process of purchasing such services or applications. It is your obligation to verify your ability to cancel a service prior to purchasing it. We and Wix will not refund any amounts paid for non-refundable Paid Services, Programs, Products, applications or Third Party Services. Please carefully check the terms of each service, program and product before buying, as being non-refundable.

5.5. Chargebacks

If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your User account ("Chargeback"), this will be considered as a breach of your payment obligations hereunder, and your use of our Services may be automatically disabled or terminated.

In the event a Chargeback is performed, your User Account may be blocked without the option to re-purchase or re-use it, and any data contained in such User Account, including any domains, applications and Third Party Services may be subject to cancellation and Capacity Loss (as defined in Section 6.3 below).

Your use of our and the Wix Services will not resume until you re-subscribe for any such of our and Wix Services, and pay any applicable Fees in full,

including any fees and expenses incurred by us, and Wix and/or any Third Party Services for each Chargeback received (including Fees for Wix Services provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

If you have any questions or concerns regarding a payment made to us, we encourage you to first contact us at our email before filing a Chargeback or reversal of payment, in order to prevent our Services from being cancelled and your User Account being blocked, and to avoid the filing of an unwarranted or erroneous Chargeback, which may result in your being liable for its applicable Fees, in addition to re-payment of all the Fees applicable to our Services purchased (and charged-back) by you.

We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the User responsible for such Chargeback did in fact authorize the transaction and make use of the services rendered thereafter.

Chargebacks may bring us to cancel your account, so we urge you to avoid causing them.

Please contact us before filing a chargeback. You will be responsible for any incorrect fees, losses and expenses that follow.

6. Cancellation

6.1. Discontinuation and Cancellation by User

You may discontinue to use and request to cancel your User Account and/or any of our and Wix Services at any time, in accordance with the instructions available on our and the Wix Services. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process on our and the Wix Services, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services' subscription period.

Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which

you have already made payment. Please note that as the cancellation process may take a few days, in order to avoid the next automatic renewal and respective charge the cancellation request should be made at least fourteen (14) days prior to the expiration of the then-current service period.

For more information about discontinuing your Paid Services, please contact us.

You may cancel your account or any of our services at any time. Once we process your cancellation request, we will not charge you for any additional subscription renewals.

6.2. Cancellation by Us and/ or Wix

Failure to comply with any of our and the Wix Terms and/or to pay any due Fee shall entitle Wix to suspend (until full payment is made) or cancel your User Account and User Platform (or certain features thereof), as well as the provision of any related of our and Wix Services (e.g., Paid Services) or Third Party Services to you.

If you violate any of these terms or fail to make timely payments, we may suspend or cancel your account.

6.3. Loss of Data, Content and Capacity

If your User Account or any of our and Wix Services or Third Party Services related to your User Account are cancelled (whether at your request or at Wix's discretion), it may cause or result in the loss of certain content, features, or capacity of your User Account, including any User Content, End User data or other usage data retained therein, and including any registration that was included in such Services ("**Capacity Loss**"). We and Wix shall not be liable in any way for such Capacity Loss, or for saving a backup of your User Account, User Content or End User data. Please also note that additional Fees may apply to re-activation of a User Account and/or any of our and Wix Services following their cancellation, as determined by us and Wix in its sole discretion.

If your account or any of our services are cancelled, it may result in loss of content and data. You are responsible to back up your data and materials.

7. E-Commerce

Our and Wix Services also include certain features which enable you to purchase goods, content, media and services through your User Platform (“User Products”, and collectively – “E-Commerce”).

We are solely responsible for our User Products and E-Commerce related activities, and any promotions and related Content contained or referred to in your User Platform, and compliance with any laws applicable thereto. Wix are merely providing the platform for us to manage your online E-Commerce activities. Wix are not involved in our relationship and/or any transaction with any actual or potential buyer of our User Products. When someone purchases our User Products, such transaction’s payments will be processed through such third party payment service providers with which we decided to register and set up an account (“E-Commerce Service Provider(s)”), in accordance with such E-commerce Service Provider’s terms of service and other applicable policies. Wix are neither a party to nor are responsible in any way for our relationship with any such E-Commerce Service Providers, or for the actions of any of these E-Commerce Service Providers.

By using any of our and Wix E-Commerce features, you acknowledge, warrant and agree that:

1. You shall be solely and fully responsible for all Taxes and fees of any nature associated with your E-Commerce activities, including any Taxes related to the purchase of the User Products, and to collect, report and remit the correct amounts to the appropriate authorities and/or inform you of such and provide them with a duly issued invoice as required by law;
2. Any Taxes indicated by the E-Commerce features provided to you by us and Wix are solely provided for illustration purposes only, and may not be relied on in any way;
3. We shall be responsible for and bear all costs of procuring and delivering our User Products, and for providing them in a safe and professional manner, consistent with industry standards;
4. We are solely responsible for any and all statements and promises we make and for all assistance, warranty and support regarding the User Products, and shall provide true contact information on our User Platform for any questions, complaints or claims; and

5. We may not offer or sell any User Products, or provide any information, Content or material regarding User Products, which may be deemed hazardous, counterfeit, stolen, fraudulent, offensive or abusive; which are prohibited for sale, distribution or use; or which otherwise fail to comply with any applicable laws, including with respect to consumer rights, intellectual property or privacy rights, product safety, trade regulations and sanctions, support, maintenance and export; and –
6. Wix may, at any time and at its sole discretion, suspend, disable access to or remove your User Platform and/or any User Products - whether or not incorporated, published with or made a part of our User Platform at such time, without any liability to us or to you, including for any Capacity Loss resulted therefrom.

We can use Wix services to sell our products, content and services online.

We are responsible for all our sales activities, including our relationships with customers and any payment service providers.

8. Video Services

As part of the Wix Services, Wix may provide video services (such as Wix Video or Wix Pro Gallery) for managing videos on User Platforms (the "Video Services").

The use of the video services for our User Platform, may require that we receive a license to use certain patents from [MPEG-LA](#) (the "License"). It is our own exclusive responsibility to decide whether our activity requires a License and to obtain it. Information about the License can be obtained from MPEG LA L.L.C. at <http://www.mpegla.com>.

In addition to the aforesaid in Section 13 of these Terms of Use and without any limitation of liability, you shall fully indemnify, defend and hold us and Wix its officers, directors, shareholders, employees, affiliates and agents, harmless from any and all damages and costs, obligations, losses, liabilities debt and expenses (including attorneys' fees), as accrued, that arise out of or are related to infringement and/or misuse of the patent pool under the MPEG-LA consortium.

Certain use of Wix Video Services may require a license for use of certain patents. We are obligated to verify whether we are obligated to obtain such license.

We may need to obtain a license for certain online video activities. It is our responsibility to verify such requirement and obtain, such license if required.

9. Third Party Services

The Wix Services enable us to engage and procure certain third party services, products and tools for enhancing our User Platform and our overall user experience, including, without limitation, domain registrars from which you may purchase a domain name for our User Website, third party applications and widgets offered via the Wix Website (including the Wix App Market), third party Licensed Content, media distribution services, E-Commerce Service Providers, sellers of tangible products, third party designers who may assist you with your User Platform, etc. (collectively, "Third Party Services").

We acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to us (bundled or integrated within certain Wix Services, offered separately by Wix or persons certified or authorized by Wix, or otherwise offered anywhere on the Wix Services), Wix merely acts as an intermediary platform between us and such Third Party Services, and does not in any way endorse any such Third Party Services, or shall be in any way responsible or liable with respect thereto. Wix will not be a party to, or in any way be responsible for monitoring, any interaction or transaction between us and any Third party Services.

We acknowledge that such services may require the payment of additional amounts to Wix and/or to the providers of such Third-Party Services.

Any and all use of such Third Party Services shall be done solely at our own risk and responsibility, and may be subject to such legal and financial terms which govern such Third Party Services, which we are encouraged to review before engaging with them.

While Wix hope to avoid such instances, Wix may, at any time and at its sole discretion, suspend, disable access to or remove from our User Account, User Platform(s) and/or the Wix Services, any Third Party Services – whether or not incorporated with or made part of your User Account and/or User Platform(s) at such time – without any liability to us or you.

Wix services enable us to get various services and tools from third parties that are not affiliated with Wix.

Since Wix only act as an intermediary platform between us and such parties, only we will be responsible for our engagements with them.

Wix can remove services at any time, which may affect our website, user account or overall experience.

11. Misconduct and Copyrights

11.1. Misconduct and Abuse

When using the Wix Services, you may be exposed to User Platforms, User Content or Third Party Services from a variety of sources, which may be inaccurate, offensive, objectionable or illegal. We hereby waive any legal or equitable rights or remedies we have or may have against Wix with respect thereto.

If we believe a User or any Third Party Services acted inappropriately or otherwise misused any of our and the Wix Services, please immediately report such User and/or Third Party Service to us via our email. You agree

that your report shall not impose any responsibility or liability upon us and Wix, and that we and Wix may consider such report and act upon it, refrain from taking any such action or require additional information or documents before doing so, at its sole discretion.

If you witness or experience any misconduct or abusive behavior by anyone using our services, please let us know.

11.2. Copyrights

Wix acts in accordance with its interpretation of the Digital Millennium Copyright Act (“DMCA”).

Wix’s Copyright Agent can be reached at the following address:

Wix.com Inc.

500 Terry Francois Blvd., 6th Floor, San Francisco, CA 94158 USA.

Attn: Copyright Agent

Telephone Number: 1-415-358-0857 | Fax: 1-415-358-0884

E-mail: abuse@wix.com

In the event that Wix receives notice regarding a copyright infringement related to our User Platform or User Website, it may cancel our User Account, take our User Platform down or remove any Content in its sole discretion, with or without prior notice to you. In such case, we may file a proper counter-notice in accordance with Section 512 of the DMCA, in which we must include: (1) our full name, address, phone number and physical or electronic signature; (2) identification of the material and its location before removal; (3) a statement under penalty of perjury that the material was removed by mistake or misidentification; (4) our consent to an appropriate judicial body; and (5) any other information required under the relevant provisions of the DMCA. Any notices filed pursuant to this Section 9 may be deemed accepted, applicable and compliant with the DMCA, or not, at Wix’s sole reasonable discretion. Wix reserves the right to notify the person or entity providing the

infringement notice of such counter-notice and provide any details included therein.

We respect the intellectual property rights of others.

If our copyrighted works were used inappropriately by any of other users – please let us know and provide us with all the necessary information, and we will take care of it in accordance with the DMCA.

If we receive a copyright infringement notice regarding our website or content, Wix may remove or cancel our website and account.

12. Disclaimer of Warranties

Wix provide the Wix Services on an “As Is”, “with all faults” and “As Available” basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty – all to the fullest extent permitted by law. We specifically do not represent or warrant that the Wix Services (or any part, feature or Content thereof) are complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your (or your End Users’) contemplated activities, devices, operating systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to you or your End Users (including in any jurisdiction in which you operate), or that their operation will be free of any viruses, bugs or other harmful components or program limitations. Moreover, we do not endorse any entity, product or service (including any Third Party Services) mentioned on or made available via the Wix Services – so please be sure to verify those before using or otherwise engaging them.

Wix may, at its sole discretion (however it shall have no obligation to do so), screen, monitor and/or edit any User Platform and/or User Content, at any time and for any reason, with or without notice.

Notwithstanding anything to the contrary in the foregoing, in no circumstances may Wix be considered as a “publisher” of any User Content, does not in any way endorse any User Content, and assumes no liability for any User Content uploaded, posted, published and/or made available by any User or any other party on and/or through the Wix Services, for any use by any party, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense that you or others may suffer or incur as a result of or in connection with publishing, accessing and/or relying on any User Content. Furthermore, Wix shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing User Content you or any other party may encounter.

We and you acknowledge that there are risks in using the Wix Services and/or connecting and/or dealing with any Third Party Services through or in connection with Wix Services, and that Wix cannot and does not guarantee any specific outcomes from such use and/or interactions, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such interactions. Such risks may include, among others, misrepresentation of information about and/or by Third Party Services and/or Licensed Content, breach of warranty and/or contract, violation of rights, and any consequent claims.

Wix does not recommend the use of the Wix Services for hosting of personal content and shall not bear any security or integrity obligations or risks regarding breach or damage to any such content.

Please note that certain Wix Services are currently offered in their BETA version, and undergoing BETA testing. You understand and agree that certain Wix Services may still contain software bugs, suffer disruptions and not operate as intended or designated. Your use of the Wix Services at this BETA stage signifies your agreement to participate in such Wix Services’ BETA testing.

Wix make no warranties regarding our services, including their quality, reliability, security, compatibility and conditions.

Wix may monitor and edit our website and content.

However, Wix are not to be considered a “publisher” of our content, Wix do not endorse our content, and will not be liable for any content used by us or anyone else.

There are risks in using our services or anyone else’s services. You accept such risks.

Some of our services are still in BETA, and may contain bugs or experience interruptions.

13. Limitation of Liability

To the fullest extent permitted by law in each applicable jurisdiction, We and Wix, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the our and Wix Services; (3) any unauthorized access to or use of our servers and/or any personal information and/or other information stored therein; (4) any interruption or cessation of transmission to or from our and the Wix Services; (5) the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via our and Wix Services; (6) events beyond the reasonable control of us and Wix, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of our and Wix Services.

You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for our and Wix's services to you, and such limitations will apply even if we and Wix has been advised of the possibility of such liabilities.

Subject to applicable law, We and Wix will not be liable for any damages.

14. Indemnity

You agree to defend, indemnify and hold harmless to us and Wix, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any term of these Terms of Use or any other of our and Wix Terms; (2) your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your User Platform or User Content and/or your use of our and the Wix Services, including, without limitation, our and Wix Services' actions for your benefit; and/or (3) any other type of claim that your User Platform and/or User Content caused damage to a third party.

If we get sued or are otherwise placed in harm's way because of something you did, you will bear the associated costs and damages.

15. General

15.1. Changes & Updates

We and Wix reserves the right to change, suspend or terminate any of the our and Wix Services (or any features thereof, or prices applicable thereto), and/or cancel your access to any of our and the Wix Services (including removal of any materials created by you in connection with our and the Wix Services) for any reason and/or change any of our and the Wix Terms with or without prior notice - at any time and in any manner.

You agree that We and Wix will not be liable to you or to any third party for any modification, suspension or discontinuance of those Wix Services.

If any such changes involve the payment of additional Fees, we and Wix will provide you with a notice of such Fees prior to enabling such specific

changes. If you fail or refuse to pay such Fees, we may (at our sole discretion) cancel your User Account (as further explained in Section 6 above), continue to support your then-current our and Wix Services without enabling such changes, or provide you with alternative Services.

We may make changes to our services or to these terms at any time.

15.2. Governing Law & Jurisdiction; Class Action Waiver

The Wix Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Wix Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the Wix Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Israel, without respect to its conflict of laws principles.

Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Tel Aviv, Israel. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Subject to any applicable law, all disputes between you and Wix shall only be resolved on an individual basis and you shall not have the right to bring any claim against us and Wix as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

Notwithstanding anything to the contrary in this Section 15.2, if you are located in the United States of America, (i) the legal jurisdiction governing all aspects of the payment transaction contemplated by Section 5 between you and Wix will be the State of New York, without respect to its conflict of laws principles, and (ii) any and all claims and disputes related to such payment transaction contemplated by Section 5 shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in New York, New York.

These terms and your relationship with Wix shall be governed by the laws of the State of Israel. Any disputes between you and Wix may only be brought before the courts of Tel Aviv, Israel.

15.3. Notices

Wix may provide us with notices in any of the following methods: (1) via the Wix Services, including by a banner or pop-up within the Wix Website, User Account or elsewhere; (2) by e-mail, sent to the e-mail address you provided us; and/or (3) through any other means, including any phone number or physical address you provided us. Wix's notice to us will be deemed received and effective within twenty four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice.

Wix may provide us with notices via our services, by e-mail or through any other contact means you provided us.

15.4. Relationship

Our and the Wix Terms, and your use of our and the Wix Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Wix, us and you.

Accepting these terms and services does not form a partnership or any special relationship between you, us and Wix.

15.5. Entire Agreement

These Terms of Use, together with the Wix Terms and any other legal or fee notices provided to you by us and Wix, shall constitute the entire agreement between you, us and Wix concerning the subject matter hereof or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between us and Wix, and you, including those made by or between any of our respective representatives, with respect to any of our and Wix the Wix Services. You further agree that you are not relying upon any promise, inducement, representation, statement,

disclosure or duty of disclosure of us and Wix in entering into any of our and the Wix Terms.

These terms (together with additional terms) shall constitute the sole and entire agreement between us.

15.6. Assignment

We may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in our Services and/or Licensed Content to a third party without your consent or prior notice to you. You may not assign or transfer any of our rights and obligations hereunder without the prior written consent of us. Any attempted or actual assignment thereof without our prior explicit and written consent will be null and void. In any event, an assignment or transfer pursuant to this Section 15.6 shall not in itself grant either us or you the right to cancel any of our Services or Third Party Services then in effect.

We may assign our rights and obligations to other parties. You may only do so with our prior written consent

15.7. Severability & Waivers

If any provision of our and the Wix Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the Wix Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.

These terms are independent from each other, in case any of them is found invalid.

15.8. Interpretation

Any heading, caption or section title contained herein, and any explanation or summary is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way.

These Terms of Use were written and interpreted in English.

15.9. Customer Service Contact

To get in touch with our Customer Service - please contact us via our email address: admin@shiningart.net

Shiningart