

## **Privacy Policy and Legal Notices and Terms of Use**

Applicable to All IMAJ Artists LLC Owned and Operated Websites

*Last Updated November 2019*

Welcome and thank you for visiting the IMAJ Artists LLC website (the “Website”), owned and operated by IMAJ Artists LLC (“IMAJ Artists”). Please review the following privacy policies and legal notices and terms and conditions of use (collectively, the “Terms”) and note that your access to and/or use of our website(s) constitutes your consent to, and agreement to be legally bound by, these terms and conditions. There may be additional terms and conditions stated elsewhere in this Website that apply to your use of particular functions and features. Note that this policy applies to all IMAJ Artists owned and operated websites (“Websites”).

If you do not agree to these Terms, you are not authorized to view, access, or use the Website. Your failure to comply with these Terms will constitute breach of contract and may violate IMAJ Artists’ copyright, trademark, and other contractual, proprietary, and intellectual property rights.

### **What Personal Information Does the IMAJ Artists LLC Website Collect and What Does IMAJ Artists LLC Do With It?**

IMAJ Artists is sensitive to the privacy concerns of individuals who use the internet and web-based services to create community, exchange information, and facilitate responsible expression, legal commerce, activism, and artistic inspiration.

By using the Website, you acknowledge your acceptance of these Terms and your consent to the collection, use, disclosure, management and storage of your personal information by IMAJ Artists as described herein. IMAJ Artists reserves the right to change, at any time, the handling practices for information we collect through the Website. We will update these Terms to reflect any changes in our data collection and handling practices, and will indicate that changes to these Terms have been made by listing a new date under “Last Updated” at the start of these Terms. Such changes will take effect immediately once posted to the Website.

The Website offers anonymous browsers (“Visitors”) the opportunity to learn more about us. Visitors who contact us through the Website (“Inquirers”) have the opportunity to begin a dialogue with us, through the Website, about becoming an artist who is managed or represented by IMAJ Artists (“Inquiry”). Our web servers may collect general information that does not identify you personally. We may do this by placing a small text file called a “cookie” or an action tag on your computer’s hard drive. If you do not want us to track such information about you, you can set your browser to warn you before accepting cookies and refuse cookies when your browser alerts you to their presence. You can also adjust the settings in your browser to refuse all cookies. We may also collect information on the number of visits to our website, time spent on the Website, number of pages viewed and the domains from which people visit our Website. We may aggregate, evaluate and use this information to improve our Website and business and may provide it to third parties.

You may choose to provide personal information through our Website in order to submit an Inquiry to IMAJ Artists, which may result in your provision of certain personal information to us, including without limitation, your name, address, telephone number and/or email address.

Although we do not normally collect any sensitive personal information (such as ethnicity or race, religious beliefs or gender identification), your provision of any such sensitive information to us is your express consent to the collection, use and transfer of such information. All personal information that is collected is for a specified and legitimate purpose and is considered adequate, relevant and limited to what is necessary for such purpose.

Unless you provide your personal information to IMAJ Artists through the Website, we will not collect any personal information from you. Should you submit your personal information to us, we may use it for internal purposes, for example, for contacting you about events and media related to our activities, to improve the content of our Website, to answer questions, to notify you about updates to our Website, and to contact you for marketing purposes. You may opt-out of such communications if they do not interest you. And unless you give us your permission, we will not share with anyone outside of IMAJ Artists, its affiliates or third parties processing information for IMAJ Artists, any personal information you provide to us.

However, we may release such personal information to third parties if we believe such release is necessary to comply with the law (e.g., a legal process or a statutory authorization), to apply or enforce our contracts and agreements and to protect our rights or property, to detect and/or prevent fraud, if we reasonably believe that the physical safety of a person is threatened, or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of the assets of IMAJ Artists. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. Information we receive about you may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.

We use data security systems and procedures to protect the privacy of personal information you provide to us. No security system is perfect, however, and we cannot guarantee that personal information you provide to us will remain private. We also cannot guarantee that information you transmit to us over the Internet will not be intercepted. Additionally, we may be required to provide your personal information in response to a subpoena or other legal process.

We would be happy to communicate with you by email. However, if you do send us email, recognize that Internet email is not secure, so that your communication will not be treated as confidential. IMAJ Artists does not want you to send, and you should not send, any confidential or proprietary information to IMAJ Artists via the Website. You agree that any information or materials that you or individuals acting on your behalf provide to IMAJ Artists will not be considered confidential or proprietary. By providing any information or materials to IMAJ Artists via email, you grant to IMAJ Artists an unrestricted, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, exploit, transfer, transmit and distribute the information and materials. While we take reasonable efforts to protect personal information that you provide to us, we cannot guarantee that such information will not be lost, disclosed or accessed by accidental circumstances or by the unauthorized acts of others.

Spam or unwanted email is abundantly transferred through the Internet. IMAJ Artists does not support or condone the use of spam and the sending of unsolicited email in any form. Use of this Website, directly or indirectly, to send spam or unwanted email is strictly prohibited. You specifically agree not to use data from this Website to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

You are further prohibited from transmitting to the Website any unlawful, threatening, libelous, defamatory, obscene or pornographic material, or any material that would violate any law.

#### Legal Basis for processing personal information under the General Data Protection Regulation (“GDPR”)

If you are located in the European Union (“EU”) IMAJ Artists will only store or process your personal information when it has a lawful basis to do so. This includes, but it not limited to, when (1) you have given us consent to do so; (2) such storage or processing is necessary to IMAJ Artists’ performance under a contract to which you are a party; (3) the storage or processing is necessary for compliance with a legal obligation binding upon IMAJ Artists or to which IMAJ Artists is subject; (4) such storage or processing is necessary in order to protect your vital interests; or (5) the storage or processing is necessary for the performance of a task carried out in the public interest or our legitimate interests and is not overridden by your rights.

All personal information that is stored or processed is accurate based on what you have conveyed to us and will be kept up to date as we are informed of changes.

#### Your rights under the GDPR

Users residing in certain countries, including the EU, are afforded certain rights regarding their personal information under the GDPR. This includes the right to (1) request a copy of their personal data; (2) request that their inaccurate personal data is corrected; (3) request that their personal data is deleted and destroyed under certain circumstances; (4) request that we restrict the processing of your personal information; (5) withdraw your consent at any time where IMAJ Artists relies on your consent to process your personal information; and (6) opt out of receiving electronic communications from us.

To exercise any of these rights, please email us at [info@imajartists.com](mailto:info@imajartists.com) with the word “PRIVACY” in the subject line. We may retain certain information as required by law or as necessary for our legitimate business purposes.

#### Consent to Transfer Information to the United States

If you are located anywhere outside of the United States, please note that information we collect through this website, including your personal information, will be transferred to, processed, and stored in the United States. The United States’ federal or state data protection laws may differ from those of the country in which you are located, and your personal information may be subject to access requests from governments, courts or law enforcement in the United States

according to laws of the United States. By providing us with any information you consent to this transfer, processing, and storage of your information in the United States.

#### References to Other Companies and Links to Other Websites

IMAJ Artists may provide links to other websites, social media, or resources of possible interest to you, either through publication on the Website or electronic communication. These links and references are provided to help you identify and locate other resources of potential interest; they are not intended to imply that IMAJ Artists sponsors or has any control over the information in any linked or referenced material, or is associated with or authorized to use any trade name, trademark or symbol that may be reflected in the links or references. We do not monitor or control the content of any website linked to or from our website, and we are NOT responsible for the content of those other websites or the terms of use or privacy practices of those sites, including any sites that may indicate a special relationship or “partnership” with IMAJ Artists. The collection and use of your personal information and other information by such websites shall thus be subject to the policies and procedures of such websites and not these Terms. IMAJ Artists does not disclose unique identifiers to those responsible for the linked sites. The linked sites, however, may collect personal information from you when you link to their site. To ensure protection of your privacy, always review the privacy policies of the sites you visit.

#### What are our policies regarding children under thirteen (13) years of age?

Inquirers must be eighteen (18) years of age or older to independently submit an Inquiry to us. Inquirers may be under eighteen (18) years of age if their parent/legal guardian inquires on their behalf; however, Inquirers may in no case be under thirteen (13) years of age. IMAJ Artists does not knowingly collect personal information from anyone under thirteen (13) years of age and no part of our Website is designed to attract anyone under age thirteen (13). Please do not communicate with or email or contact us if you are under age thirteen (13). The Website is not intended for children under the age of 13.

#### Social Media Policy

For purposes of this Section, “Social Media” includes, but is not limited to, (1) social networking websites such as Facebook, Twitter, Instagram, Pinterest, and YouTube, and (2) professional networking websites such as LinkedIn

IMAJ Artists is not responsible for the content of any postings by third-parties on its Social Media sites. You are solely responsible for the content of any post to IMAJ Artists’ Social Media sites and are solely responsible for ensuring that all postings are accurate, truthful and otherwise in compliance with these Terms. You may be subject to liability for posts that are defamatory, harassing, or in violation of other applicable laws. Postings that include confidential or copyrighted information belonging to third parties may also subject you to liability. Social Media communications that are threatening, inappropriate, defamatory, harassing or in violation of local, state or federal laws or regulations are expressly prohibited.

Posting on IMAJ Artists' Social Media sites constitutes your consent to, and agreement to be legally bound by, not only these terms and conditions, but also the terms and conditions of the host site (Facebook, Twitter, Instagram, Pinterest, etc.). You agree that IMAJ Artists shall not be liable, under any circumstances, for any errors, omissions, loss or damages claimed or incurred due to any of your Social Media postings.

Contributors to IMAJ Artists' Social Media sites should not suggest, either explicitly or implicitly, that their Social Media communications represent the communications of IMAJ Artists or its affiliates, directors, officers, members, employees or agents. Social Media communications should not suggest or imply endorsement by IMAJ Artists. Unless otherwise authorized by IMAJ Artists, use of IMAJ Artists' logo or brand is strictly prohibited. IMAJ Artists does not view Social Media as the appropriate forum for criticisms, complaints or negative views of IMAJ Artists, its members, employees, former employees, or affiliates. All Social Media postings must be professional and appropriate. IMAJ Artists reserves the right to remove any postings or comments from its Social Media sites as it deems necessary in its business judgment in its sole discretion.

These rules and restrictions are intended to serve as a general framework with respect to use of IMAJ Artists' Social Media sites and are not intended to be all-inclusive. These rules must be read in conjunction with the other requirements of these Terms. As stated elsewhere herein, the nature and content of communications through Social Media will not be treated as confidential. You agree that any information or materials that you or individuals acting on your behalf post on IMAJ Artists' Social Media sites will not be considered confidential or proprietary. By providing any information or materials to IMAJ Artists through postings on its Social Media sites, you grant to IMAJ Artists an unrestricted, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, exploit, transfer, transmit and distribute the information and materials.

#### Copyright Infringement Claims

If you are a copyright owner and believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide us with notice containing the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work or works claimed to have been infringed; (iii) identification of the material that you claim is infringing and a description of where the material that you claim is infringing is located on the Website; (iv) your address, telephone number, and e-mail address; (v) a written statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with these requirements will not be considered sufficient notice and will not be deemed to confer on IMAJ Artists actual knowledge of facts or circumstances from which infringing material or acts are

evident. You must send the written notice to: Copyright Infringement, IMAJ Artists LLC, 20 West 20th Street, Suite 905, New York, NY 10011 or [info@imajartists.com](mailto:info@imajartists.com) with the words “COPYRIGHT INFRINGEMENT” in the subject line.

### Disclaimer

The information provided in these Terms should not be construed as giving business, legal, or other advice, or warranting as fail proof, the security of information provided through this Website.

### How to Address Comments or Complaints About Our Handling of Collected Information

If you have questions or concerns about any of our information collection or handling practices, please contact us at [info@imajartists.com](mailto:info@imajartists.com) with the word “PRIVACY” in the subject line. If we have collected personal information about you, we will provide you, upon your written request, with a readable copy of such personal information at no charge. Factual errors in your personal information, including out-of-date information, may be corrected by sending us a request that credibly shows our error.

You may request a Notice of Information-Sharing Disclosure which will identify the affiliates or third parties with whom IMAJ Artists has shared information we may have collected from you. You may request the Notice of Information-Sharing Disclosure by writing us at [info@imajartists.com](mailto:info@imajartists.com) with the word “PRIVACY” in the subject line. We will respond to your request for a Notice of Information-Sharing Disclosure within thirty (30) business days of receipt.

You may always opt-out of receiving communications from us. To remove any personal information from our database or to not receive future e-mail communications from IMAJ Artists, send an email to [info@imajartists.com](mailto:info@imajartists.com) with the word “REMOVE” in the subject line.

In addition, California residents may opt out of allowing IMAJ Artists to share personal information with IMAJ Artists affiliates or third parties for any of their marketing purposes. You may indicate your wish to opt out of either or both by writing to IMAJ Artists at [info@imajartists.com](mailto:info@imajartists.com) with the words “OPT OUT” in the subject line.