

Terms of Service Agreement

Welcome to www.HangItUpChicago.com (the "Site"), a website operated by HangItUp Chicago, LLC. ("HangItUp Chicago" or "we"). By accessing or using the Site, or purchasing our Products, you agree to be bound by all of the terms and conditions in, and linked to, these terms of service ("Terms of Service" or "TOS"). IF YOU DO NOT WISH TO BE BOUND BY THIS TOS, YOU MAY NOT ACCESS OR USE THIS SITE OR PURCHASE ANY PRODUCTS. If you have any questions or concerns regarding this statement, you should contact us at info@HangItUpChicago.com or 1628 Ridge Avenue, Evanston, IL 60201.

Before you may become a member of HangItUp Chicago, you must read and accept all the terms and conditions in the Terms of Service. The Terms of Service is effective upon acceptance.

Description of Services

In the Site, HangItUp Chicago provides users with access to sales and rental of fine art (such art, the "Products" and such service, along with other related services, the "Service"). You are responsible for obtaining access to the Site, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Site.

License and Site Access

HangItUp Chicago grants you a limited license to access and make personal use of the Site and the Service. This license does not include any downloading or copying of account information for the benefit of another vendor or any other third party; caching, unauthorized hypertext links to the Site and the framing of any Content available through the Site uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in HangItUp Chicago's sole discretion) an unreasonable or disproportionately large load on HangItUp Chicago's infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools. You may not bypass any measures used by HangItUp Chicago to prevent or restrict access to the Site. Any unauthorized use by you shall terminate the permission or license granted to you by HangItUp Chicago.

Membership Eligibility

The HangItUp Chicago Service is not available to minors under the age of 18 or to any users suspended or removed from the system by HangItUp Chicago for any reason. Users may not have more than one active account. Additionally, users are prohibited from selling, trading, or otherwise transferring your HangItUp Chicago account to another party. If you do not qualify, you may not use the HangItUp Chicago Service or the Site.

Your Account

In consideration of your use of the Site, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or HangItUp Chicago has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HangItUp Chicago has the right to

suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). If you use the Site, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. Because of this, we strongly recommend that you exit from your account at the end of each session. You agree to notify HangItUp Chicago immediately of any unauthorized use of your account or any other breach of security. HangItUp Chicago reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

ORDERS

These Terms of Use, together with any additional terms on the Site, shall govern any order you make through the Site or Services (including by phone) for Products (such order, an "Order"). HangItUp Chicago only ships currently to addresses in the United States. Your placement of an Order through our Site is an offer to purchase the Product(s) ordered and we may accept your Order by processing your payment and shipping the Product(s). For any reason, we may decline to accept your Order or any part of your Order. No Order will be considered accepted by HangItUp Chicago until the Product(s) has been shipped. If we decline to accept your Order, we will attempt to notify you at the email address you provided. Any estimated delivery date provided by HangItUp Chicago is based on Product availability and payment processing time. All Products shall be deemed accepted by you upon shipment, and title to the Product(s) and risk of loss passes to you when HangItUp Chicago provides the Product(s) to a common carrier (if applicable).

PAYMENT

To pay for an Order, you will need to provide HangItUp Chicago with the information necessary to process an Order from you, including your shipping address and the billing information requested on the Site to pay for such order. You may pay for your order via credit card, PayPal, or any other manner then available on the Site. By submitting your payment information to us, you authorize us to charge the applicable payment method at our convenience but within thirty (30) days of credit card authorization. You represent that you will not use any form of payment unless you have all necessary authorization to do so.

PRICING AND PRODUCTS

We make efforts to display our products and their colors as accurately as possible. Having said that, the displayed colors of the products will depend upon your monitor and we cannot guarantee that your monitor will accurately portray the actual colors of the Products. Products displayed may be unavailable, and prices are subject to change. We cannot confirm the price or availability of an item until you place an Order. All prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total purchase price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your Order.

Submitted Content

HangItUp Chicago does not claim ownership of any materials you make available through the Site. At HangItUp Chicago's sole discretion, such materials may be included in the Service in whole or in part or in a modified form. With respect to such materials you submit or make available for inclusion on the Site, you grant HangItUp Chicago a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. You hereby represent, warrant and covenant that any materials you provide do not

include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license specified in this Section 4.

Disclaimer of Warranty

ALL CONTENT, PRODUCTS, AND SERVICES ON THE SITE, OR OBTAINED FROM A WEBSITE TO WHICH THE SITE IS LINKED (A "LINKED SITE") ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY.

HANGITUP CHICAGO DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE BY ANY PARTY OTHER THAN HANGITUP CHICAGO, (B) ANY CONTENT PROVIDED ON LINKED SITES OR (C) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE.

OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL HANGITUP CHICAGO BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE OR A LINKED SITE, OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, OR OTHER CONTENT.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO SELL OR RENT THE PRODUCTS AND PROVIDE ACCESS TO THE SITE AND SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY MERCHANTS OR FOR ANY INFORMATION APPEARING ON THIRD PARTY MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE

SITE AND THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO: (I) ANY PRODUCT IS LIMITED, IN THE AGGREGATE, TO THE TOTAL AMOUNT OF FEES YOU PAID HANGITUP CHICAGO FOR SUCH PRODUCT OR (II) THE SITE OR THE SERVICES IS LIMITED, IN AGGREGATE, TO ONE HUNDRED DOLLARS (U.S. \$100.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Without limiting the foregoing, under no circumstances will we or our licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, OR non-performance of third parties. Some states do not allow exclusion of implied warranties, so these exclusions may not apply in individual cases. You may have additional rights that vary from state to state. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such applicable law.

Indemnity

You agree to indemnify and hold HangItUp Chicago (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, or arising out of or related to your breach of this TOU, or your violation of any law or the rights of a third party.

Electronic Communication

When you use the Site or send emails to HangItUp Chicago, you are communicating with HangItUp Chicago electronically. You consent to receive communications electronically from HangItUp Chicago and its Site Affiliates (as defined in the Privacy Policy). HangItUp Chicago will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

Site-Provided Email and Postings

The Site may provide users with the ability to send email messages to other users and non-users and to post messages on the Site. HangItUp Chicago is under no obligation to review any messages, information or content ("Postings") posted on the Site by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, HangItUp Chicago may from time to time monitor the Postings on the Site and may decline to accept and/or remove any email or Postings. You understand and agree not to use any functionality provided by the Site to post content or initiate communications that contain:

- (i) Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law.
- (ii) Advertisements or solicitations of any kind.

- (iii) Impersonate others or provide any kind of false information.
- (iv) Personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references.
- (v) Messages by non-spokesperson employees of HangItUp Chicago purporting to speak on behalf of HangItUp Chicago or containing confidential information or expressing opinions concerning HangItUp Chicago.
- (vi) Messages that offer unauthorized downloads of any copyrighted or private information.
- (vii) Multiple messages placed within individual folders by the same user restating the same point.
- (viii) Chain letters of any kind.
- (ix) Identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message. This prohibition includes but is not limited to a) Using HangItUp Chicago.com invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; b) Using HangItUp Chicago.com to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) Sending messages to distribution lists, newsgroup aliases, or group aliases.

Links

The Site or third parties may provide links to other World Wide Web sites or resources. Because HangItUp Chicago has no control over such sites and resources, you acknowledge and agree that HangItUp Chicago is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that HangItUp Chicago shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

SOCIAL NETWORKS

In using certain Services, you authorize us to act on your behalf to access and interact with social networking sites including Facebook and Twitter (any such site, a "SN Site") to retrieve information from, and/or submit information to, such SN Sites at your request. We will not collect your username and password, and we will instead store the unique authorization code (or a "token") provided to us by the SN Site to access it on your behalf. You can revoke our access to an SN Site at any time by amending the appropriate settings from within your account settings on that site. In some cases, we may also allow you to revoke this access on our Site. You should note that a SN Site may change or amend its guidelines and our access to it at any time, and we cannot guarantee that our Services will always include a connection to such SN Site.

Access to Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

Modification and Notification of Changes

HangItUp Chicago reserves the right to make changes to the Site, related policies and agreements, this TOU and the Privacy Policy at any time. If HangItUp Chicago makes a material modification to this TOU, it will notify you by:

- (i) sending an email to the address associated with your account. HangItUp Chicago is not responsible for your failure to receive an email due to the actions of your ISP or any email filtering service; therefore, you should add HangItUp Chicago.com to the list of domains approved to send you email (commonly known as your "whitelist"); and
- (ii) displaying a prominent announcement above the text of this TOU or the Privacy Policy, as appropriate, for thirty (30) days, with (i) and (ii) being deemed sufficient notification, of such changes.

After notice of a modification to the TOU or the Privacy Policy has been posted for 30 days, the notice will be removed and a brief description of the modification and the date that it went into effect will be placed in the Historical Modifications section at the end of the TOU and Privacy Policy. If you have not used the Site for more than 30 days, you should check these two sections for any modifications to the TOU or Privacy Policy prior to any further use of the Site. Should you wish to terminate your account due to a modification to the TOU or the Privacy Policy, you may do so by sending an email with the subject line "Termination" to the following email address: info@HangItUpChicago.com. If you choose to continue using the Site, you agree that by doing so you will be deemed to accept the new TOU or Privacy Policy, as relevant.

Trademarks

The trademarks, logos and service marks ("Marks") displayed on the Site are the property of HangItUp Chicago and other parties. Users are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of HangItUp Chicago or such third party which may own the Marks. All information and content including any software programs available on or through the Site ("Content") is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes.

Procedure for Claims of Intellectual Property Infringement

HangItUp Chicago respects the intellectual property of others, and we ask our users to do the same. HangItUp Chicago may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be infringing the intellectual property of a third party. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide HangItUp Chicago's Copyright Agent the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (iii) a description of where the material that you claim is infringing is located on the Site;
- (iv) your address, telephone number, and email address;
- (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

HangItUp Chicago's agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Copyright Agent
c/o HangItUp Chicago
1628 Ridge Avenue
Evanston, IL 60201
USA

By email: info@HangItUpChicago.com

HangItUp Chicago may update this mailing address from time to time. You agree that changes to this mailing address shall not constitute a modification to this TOS for the purposes of Section 12.

Survival of Terms After Agreement Ends

Notwithstanding any other provisions of this TOS, or any general legal principles to the contrary, any provision of this TOS that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this TOS.

General

You are responsible for compliance with all applicable laws. The Terms of Service and the relationship between you and HangItUp Chicago will be governed by the laws of the State of Illinois, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. Any legal action, suit or proceeding arising out of or relating to the Terms of Service, or your use of the Site or Services must be instituted exclusively in the federal or state courts located in Illinois and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. These Terms of Service are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms of Service to anyone else and any attempted assignment or delegation is void.