

Art *NXT* Level Terms of Usage

Business Development for Artists

This Agreement is made effective as of the time of purchase of any Art *NXT* Level product (i.e., courses) between the client and Art *NXT* Level, located at 33 Contemporary Gallery, 1029 W. 35th Street, Chicago, IL 60609.

1. **Description of Products.** Each product's description is listed in our website (i.e. www.theartistnextlevel.com). Please refer to the website for products' details. The coaching program is not included in this agreement.
2. **Payment.** We accept major credit cards. We use Paypal to process credit card payments.
3. **Refund Policy & Guarantee:** There are no refunds, except as specified below:
 - A) *Taking Your Art Career to the Next Level Course:* We have a 30-day guarantee for this course. If you are not fully satisfied with the "Taking Your Art Career to the Next Level" course, we will refund your money and access to the course will be immediately terminated. This policy is valid for 30 days from your initial enrollment.
 - B) *Photoshop Basics for Artists:* We have a 30-day guarantee for this course. If you are not fully satisfied with the "Photoshop Basics for Artists" course, we will refund your money and access to the course will be immediately terminated. This policy is valid for 30 days from your initial enrollment.
4. **Intellectual Property.** The usage of any of our products and services does not transfer ownership of Art *NXT* Level's intellectual property to the client. **ALL OF OUR INTELLECTUAL PROPERTY IS HEREBY RESERVED.** All Art *NXT* Level materials including courses and course-related supplemental materials, such as but not limited to *visual presentations and digital downloads (hereinafter known as "Intellectual Property") and all inventions, discoveries, intellectual property, technical communications, and records originated or prepared by Art NXT Level for use of Artist are and shall remain Art NXT level's exclusive property.* Course materials MAY NOT be reproduced or used in any manner whatsoever without the express written permission of Art *NXT* Level except for personal learning

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purposes. Our purchased courses are for individual use only and cannot be transferrable to other individuals.

5. **Governing Law:** This agreement shall be construed and interpreted in accordance with the law of Illinois.
6. **Binding Effect of Agreement:** This Agreement contains all of the terms, covenants, representations, and agreements between the parties, supersedes and takes place of any and all prior agreements, representations, and/or transactions (any and all of which are deemed to be released and/or merged herein), and no modification, addition or alteration of any of the provisions or terms herein set forth shall be binding unless in writing and signed by the party against whom the same is sought to be enforced. All the agreements, conditions and undertakings herein contained shall survive the closing of this transaction and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, executors, administrators, successors, and assigns, as though they were in all cases named.
7. **Severability:** The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this agreement is determined by court of competent jurisdiction to be unenforceable, that provision will be deemed severable or as modified by the court.
8. **Entire Agreement and Modification:** This Agreement sets forth the entire understanding of the parties. It may only be amended, modified, or terminated by Art *NXT* Level.
9. **Paragraph Headings:** The section and paragraph headings contained herein are for the convenience of the parties only, and are not intended to define or limit the contents of their sections and paragraphs.

By purchasing this course, the client attests that s/he read, understands, agrees and abides to the terms stated in this document whether making a one-time payment or selecting a payment plan option (only when applicable).