

September 28, 2016

## Welcome to The RYDER Projects

Thanks for looking at our Artworks and for entering the Gallery (“Gallery & Artworks”). The Gallery & Artworks are provided by Jonas Lund, Carey Young, Jason File and JonesSmithJohnson (“Artists”) in collaboration with The RYDER Projects (“Gallery”), located at 19a Herald Street, London E2 6JT, the UK.

By looking at our Artworks and entering the Gallery, you are agreeing to these terms.

Please read them carefully.

Our Artworks are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available within the relevant Artworks, and those additional terms become part of your agreement with us if you look at those Artworks.

## Entering our Gallery

You must follow any policies made available to you within the Artworks and the Gallery.

Don’t misuse our Gallery & Artworks. For example, don’t interfere with our Artworks or try to access them using a method other than the interface and the instructions that we provide. You may look at our Artworks only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Artworks to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Looking at our Artworks does not give you ownership of any intellectual property rights in our Artworks or the content you access. You may not use content from our Artworks unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Artworks. Don’t remove, obscure, or alter any legal notices displayed in or along with our Artworks.

By entering the Gallery you explicitly agree to the following terms and ensure that you will fulfill all requirements herein described.

- 1) You agree to carefully look, appreciate and consider all Artworks in the gallery.
- 2) You agree to spend at least five minutes looking at each Artwork in the show and to read the press release and all relevant documentation surrounding the Artworks.
- 3) Should any of the artworks be to your liking, you agree to pursue a conversation with Gallery to find out more information concerning availability.
- 4) You agree to follow both the RYDER Projects and Jonas Lund on Instagram, Twitter and Facebook.
- 5) You agree to share a minimum of one image of the exhibition on show when you are entering Gallery in at least two of the three social media platforms described in term 4.
- 6) You agree to respectfully talk about the show in a positive manner to all of your acquaintances that are asking about the show.
- 7) You agree to like every new post on any social media platform from Gallery or Artists while being in the gallery.
- 8) Should you work for an art magazine, Instagram platform or news outlet, you are agreeing to writing a positive review of the current exhibition.
- 9) Any documentation (image, video, text, thought) created while in the Gallery belongs to Gallery and any claims for personal copyright shall be void.
- 10) You agree to consume alcohol in reasonable quantities. You also agree to not become drunk at Gallery.
- 11) You agree to return to Gallery within the following 8 weeks after your first visit.
- 12) If it’s your first time at Gallery you agree to introducing yourself to Gallery and Artists.
- 13) You are encouraged to discuss, document, photograph, and share information or images in all forum, public or private, including but not limited to social platforms such as Facebook, Twitter or Instagram.
- 14) If you come and ask for directions to the other galleries in the street, you agree to stay for a minimum of 5 minutes at Gallery looking at the Artworks.
- 15) Gallery reserves the right to expel any and all visitors to the gallery should visitor not act in accordance with this implicit agreement.

Our Artworks display some content that is not Ours. This content is the sole responsibility of the artist that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don’t assume that we do.

In connection with your use of the Artworks, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

## Our Warranties and Disclaimers

We provide our Artworks using a commercially reasonable level of skill and care and we hope that you will enjoy looking at them. But there are certain things that we don’t promise about our Artworks

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER GALLERY NOR ITS ARTIST MAKE ANY SPECIFIC PROMISES ABOUT THE ARTWORKS. FOR EXAMPLE, WE DON’T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE ARTWORKS, THE SPECIFIC FUNCTIONS OF THE ARTWORKS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE ARTWORKS “AS IS”.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## Liability for our Services

WHEN PERMITTED BY LAW, GALLERY AND ARTIST, AND OUR ARTWORKS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GALLERY AND ARTIST AND ITS ARTWORKS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE ARTWORKS.

IN ALL CASES, GALLERY AND ITS ARTWORKS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## About these Terms

We may modify these terms or any additional terms that apply to an Artwork to, for example, reflect changes to the law or changes to our Artworks. You should look at the terms regularly. We’ll post notice of modifications to these terms on this page. We’ll post notice of modified additional terms in the applicable Artwork. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for an Artwork or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for an Artwork, you should discontinue your use of that Artwork

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Gallery, Artist, Artworks and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don’t take action right away, this doesn’t mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.