

## TERMS OF USE

These Terms of Use constitute a legally binding agreement made between you, the “Customer”, whether personally or on behalf of an entity (“you”, “your”, “Customer”, or “User”) and Golden Dragonfly Enterprises, LLC, an Oregon limited liability company, dba Golden Dragonfly Academy for Art (“the LLC, its members, its agents, and its employees”, “Company,” “we,” “us,” “our” or “Golden Dragonfly Academy for Art” or “GDA”), concerning your access to and use of, the goldendragonflyacademy.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). Golden Dragonfly Academy for Art is registered in Oregon, United States, and have our registered office at 2820 Maesner St, Eugene, OR 97404, USA, Eugene, OR 97404.

By accessing this site, you warrant that you have read, understood, and agree to be bound by all of the conditions of use stated in these Terms of Use. Further by using GOLDEN DRAGONFLY ACADEMY FOR ART site, the user agrees that access to GOLDEN DRAGONFLY ACADEMY FOR ART site is of worth to the user, and said access shall serve as a consideration in their acceptance of the terms of this contract.

**IF YOU DO NOT AGREE WITH ALL OF THE conditions of use as stated in these TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. We will notify you, through the email contact information you have provided us, about any changes by updating the “Last updated” date of this Terms of Use. Please ensure that you check the applicable Terms of Use every time you use our Site so that you understand which Terms of Use apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are sent to you, and you have confirmed that you have read and agreed.

**Oregon Art Consignment Statute** – GOLDEN DRAGONFLY ACADEMY FOR ART does not accept any assignments of art and the user agrees that no act between themselves and a vendor or provider on the GOLDEN DRAGONFLY ACADEMY FOR ART platform, shall be construed as an assignment of art for sale by GOLDEN DRAGONFLY ACADEMY FOR ART.

**Home Solicitation Sales Act** – GOLDEN DRAGONFLY ACADEMY FOR ART is not a seller of art, or art education, or art services of any kind. GOLDEN DRAGONFLY ACADEMY FOR ART’s sole function is to provide a web presence where providers of said art and art services can come together with art enthusiasts. We function as the electronic version of a local shopping mall or flea market that merely leases shop or stall

space to individual retailers. Every provider on GOLDEN DRAGONFLY ACADEMY FOR ART is an independent business and any and all transactions between the customer and the provider are strictly between the provider and the customer. The user agrees and recognizes that GOLDEN DRAGONFLY ACADEMY FOR ART is not a participant in any transaction between the provider and the customer and agrees to hold GOLDEN DRAGONFLY ACADEMY FOR ART harmless in any such transaction, now or in the future.

**Home Solicitation Sales Act** – Federal Law, Oregon State Law, and the laws of a number of states mandate waiting periods for transactions entered into off-premise. It is the duty of the user to be familiar with these waiting periods and GOLDEN DRAGONFLY ACADEMY FOR ART assumes no warranty or obligation that said waiting periods be honored or enforced. Golden Dragonfly Academy for Art is not a party to any transaction between the provider and any user or customer on this site. The “Home Solicitation Sales Act” is mentioned herein, simply to inform the user of the law’s existence and how it may apply to any transaction that shall occur on this site or the internet in general.

GOLDEN DRAGONFLY ACADEMY FOR ART does not sell art or art services. The user hereby agrees that any purchase conducted on this site, or as a result of advertisements or information on this site, is not a sale by Golden Dragonfly Academy for Art and that Golden Dragonfly Academy for Art is merely facilitating an electronic transactional capability to both the provider and the customer.

This is the entire agreement between Golden Dragonfly Academy for Art and the Customer user. No modification of this agreement is valid unless made in writing. All disputes are to be adjudicated under the laws of the State of Oregon.

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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