



TERMS & POLICIES

PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE ("TOS") BEFORE USING THIS WEB SITE. BY CONTINUING TO ACCESS OR USE THIS SITE, OR ANY SERVICE ON THIS SITE, YOU SIGNIFY YOUR ACCEPTANCE OF THE TOS. FERNANDO MASTRANGELO STUDIO ("FMS") RESERVES THE RIGHT TO AMEND, REMOVE, OR ADD TO THE TOS AT ANY TIME. SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY. ACCORDINGLY, PLEASE CONTINUE TO REVIEW THE TOS WHENEVER ACCESSING OR USING THIS SITE. YOUR USE OF THIS SITE, OR ANY SERVICE ON THIS SITE, AFTER THE POSTING OF MODIFICATIONS TO THE TOS, WILL CONSTITUTE YOUR ACCEPTANCE OF THE TOS, AS MODIFIED. IF, AT ANY TIME, YOU DO NOT WISH TO ACCEPT THE TOS, YOU MAY NOT USE THIS SITE. ANY TERMS AND CONDITIONS PROPOSED BY YOU THAT ARE IN ADDITION TO OR WHICH CONFLICT WITH THE TOS ARE EXPRESSLY REJECTED BY FMS AND SHALL BE OF NO FORCE OR EFFECT.

A. General Terms

1. Intellectual Property. This Web site, including, but not limited to, text, content, art, images, photographs, video, audio, graphics, services, and material of any nature (the "Web Site"), is protected by copyrights, trademarks, service marks, international treaties, and other proprietary rights and laws of the U.S. and other countries. The Web Site is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual art, photographs, articles and other elements making up the Web Site are also copyrighted works. You acknowledge that the Web Site has been developed, compiled, prepared, revised, selected, and arranged by FMS and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property and trade secrets of FMS and such others. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Web Site (the "Intellectual Property Rights") shall, as between you and FMS, at all times be and remain the sole and exclusive property of FMS. All present and future rights in and title to the Web Site (including the right to exploit the Web Site and any portions of the Web Site over any present or future technology) are reserved to FMS for its exclusive use. Except as specifically permitted herein, you shall not use FMS's Intellectual Property Rights or the Web Site, or the names of any individual participant in, or contributor to, the Web Site or any variations or derivatives thereof, for any purpose, without FMS's prior written approval.
2. Restrictions on Use. You may use the Web Site for your personal, non-commercial use only, and you may not copy, reproduce, republish, download, upload, post, transmit, distribute, modify, reuse, repost, or make any other use of the Web Site, or any portion thereof. You may not sell, prepare derivative works based on or modify the Web Site (including, without limitation, preparation of summaries of the content or "thumbnails" of any images therein), or any portion



thereof, or reproduce, publicly display, publicly perform, distribute, or otherwise use the Web Site in any way for any public or commercial purpose. The use of any information contained on the Web Site on any other web site, or in any publication, database, catalog or compilation, or in a networked computer environment for any purpose other than personal browsing of the Web Site without the express prior written permission of FMS is strictly prohibited.

Notwithstanding the above, you may view and download a single copy of Web Site press releases or images solely for your personal, non-commercial use. With respect to any copy you make of the Web Site content within the scope of the limited personal license granted herein, you must retain therein, unmodified and unobscured, any and all copyright and other proprietary notices contained in the original content. Some of the content may contain digital "watermarks" to indicate their source and ownership. You agree not to attempt to remove, deactivate, reverse engineer, modify, tamper with or obscure any such watermarks. You shall not use the Web Site in any defamatory, disparaging, or otherwise objectionable manner or in any manner that would give rise to civil or criminal liability. You agree: (1) not to use the Web Site for illegal purposes or in any manner inconsistent with the TOS; (2) not to interfere or disrupt networks connected to the Web Site; (3) to protect the proprietary rights of FMS and all others having rights in the Web Site during and after the term of this TOS; (4) to comply with all reasonable written requests made by FMS or its providers of content, equipment, or otherwise ("Providers") to protect their and others' contractual, statutory, and common law rights in the Web Site; and (5) not to use, transfer, distribute, or dispose of any information contained on the Web Site in any manner that could compete with the business of FMS. You further agree to immediately notify FMS in writing (A) upon becoming aware of any unauthorized access or use of the Web Site by any party or of any claim that the Web Site infringes upon any copyright, trademark, or other contractual, statutory, or common law rights; or (B) upon becoming aware of any other discrepancy with the Web Site. You agree that FMS shall not be deemed to have received any transaction request electronically submitted by you until FMS acknowledges to you that FMS has received the request. You will not use the Web Site or the information contained therein in unsolicited mailings or spam material. You agree to comply with any other applicable terms and conditions of service set forth on the Web Site.

3. License. You acquire absolutely no rights or licenses in or to the Web Site, or any portion thereof, other than the limited right to utilize the Web Site in accordance with the TOS. If you submit material to this site or to FMS or its representative, unless FMS indicates otherwise, you grant FMS, its affiliates, and representatives a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display such content throughout the world in any form, media, or technology now known or hereafter developed. You also permit any other user to access, store, or reproduce such material for that user's personal use. You grant FMS and its affiliates, representatives, and sublicensees the right to use the name that you submit in connection with such content. You represent and warrant that you own or otherwise control all of the rights to the material that you submit; that the material you submit is truthful and



accurate; that use of the material you supply does not violate this TOS and will not cause injury to any person or entity; and that you will indemnify FMS and its affiliates for all claims resulting from material you supply. FMS takes no responsibility and assumes no liability for any material submitted by you or any third party.

4. Registration and Accounts. FMS reserves the right, in its sole discretion, to require registration and account creation to obtain access to the Web Site or certain portions of the Web Site. Certain Web Site users will have the opportunity to use accounts or log-in information, such as a password, provided offline to those users by FMS that will allow such users to obtain access to a certain portion of the Web Site. You shall be solely responsible for maintaining the confidentiality of your password. You shall immediately notify FMS at hello@fernandomastrangelo.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You are fully responsible for all usage or activity on your FMS account, including, but not limited to, use of the account by any third party authorized by you, or who obtained access to your account through you, to use your username and password. The use of your account by any individual under age eighteen (18) is strictly prohibited. If the computer system on which you accessed the Web Site is sold or transferred to another party, you warrant and represent that you will delete all cookies and software files obtained by or through the use of the Web Site. FMS reserves the right to terminate your account, in its sole discretion, at any time without notice. You may terminate your account at any time by sending an e-mail to hello@fernandomastrangelo.com. Notwithstanding anything else herein, FMS reserves the right to pursue any and all claims against any user of your account.
5. Disclaimer. THE CONTENT PROVIDED ON THE WEB SITE IS FOR INFORMATION PURPOSES ONLY. NOTHING CONTAINED IN THE WEB SITE SHALL IN ANY WAY CONSTITUTE AN OFFER, OR A SOLICITATION OF AN OFFER, BY FMS, OR BY ITS PARENT COMPANY, SUBSIDIARIES, OR AFFILIATES, TO PROVIDE ANY SERVICE OR PRODUCT THAT INCLUDES, BUT IS NOT LIMITED TO ANY ART. YOU AGREE THAT YOUR USE OF THE WEB SITE IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT THE WEB SITE AND ANYTHING CONTAINED WITHIN THE WEB SITE (THE "ITEMS") ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND THAT FMS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE WEB SITE OR THE ITEMS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FMS DOES NOT WARRANT THAT THE WEB SITE, OR E-MAIL SENT BY FMS OR ITS REPRESENTATIVE, IS COMPATIBLE WITH YOUR EQUIPMENT OR THAT THE WEB SITE IS FREE OF ERRORS OR VIRUSES, WORMS OR "TROJAN HORSES," OR ANY OTHER HARMFUL, INVASIVE, OR CORRUPTED FILES, AND IS NOT LIABLE FOR ANY DAMAGE YOU MAY SUFFER AS A RESULT OF SUCH DESTRUCTIVE FEATURES. THE CONTENT OF OTHER WEB SITES, SERVICES, GOODS, OR ADVERTISEMENTS THAT MAY BE LINKED TO THE WEB SITE IS NOT MAINTAINED OR CONTROLLED BY FMS. FMS IS NOT RESPONSIBLE FOR THE AVAILABILITY, CONTENT, OR ACCURACY OF THE WEB SITE AND OTHER WEB SITES, SERVICES, GOODS, OR ADVERTISEMENTS THAT MAY BE LINKED TO THE



WEB SITE. FMS DOES NOT: (A) MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE LINKS PROVIDED ON, OR TO, THE WEB SITE; (B) GUARANTEE THE ACCURACY, COMPLETENESS, USEFULNESS, OR ADEQUACY OF ANY OTHER WEB SITES, SERVICES, GOODS, OR ADVERTISEMENTS THAT MAY BE LINKED TO THE WEB SITE; OR (C) MAKE ANY ENDORSEMENT, EXPRESS OR IMPLIED, OF ANY OTHER WEB SITES, SERVICES, GOODS, OR ADVERTISEMENTS THAT MAY BE LINKED TO THE WEB SITE. FMS IS ALSO NOT RESPONSIBLE FOR THE RELIABILITY OR CONTINUED AVAILABILITY OF THE TELEPHONE LINES, WIRELESS SERVICES, COMMUNICATIONS MEDIA, SOFTWARE, AND EQUIPMENT YOU USE TO ACCESS THE WEB SITE.

6. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL FMS, ITS PROVIDERS AND ITS THIRD-PARTY AGENTS BE LIABLE TO YOU FOR ANY FAULT, FAILURE, ERRORS, INACCURACY, UNAVAILABILITY, OMISSION, DELAY, INJURIES, OR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF FMS HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM USE OF OR INABILITY TO USE THE WEB SITE OR ANY LINKS OR ITEMS ON THE WEB SITE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.
7. Your Authority to Agree to the TOS. You represent, warrant, and covenant that: (a) you are at least eighteen (18) years old; and (b) you have the power and authority to enter into this agreement.
8. Indemnification. You agree, at your own expense, to indemnify, defend, and hold harmless FMS and its employees, representatives, Providers, affiliates, and agents, against any claim, suit, action, or other proceeding brought against FMS, its employees, representatives, Providers, affiliates, and agents, by a third party, to the extent that such claim, suit, action, or other proceeding brought against FMS, its employees, representatives, Providers, affiliates, and agents is based on or arises in connection with the Web Site, or any links on the Web Site, including, but not limited to: (i) your use or someone using your computer's use of the Web Site; (ii) someone using your account on the Web Site, where applicable; (iii) a violation of the TOS by you or anyone using your computer (or account, where applicable); (iv) a claim that any use of the Web Site by you or someone using your computer (or account, where applicable) infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions, or alterations to the Web Site by you or someone using your computer (or account, where applicable); (vi) any misrepresentation or breach of representation or warranty made by you contained herein; or (vii) any breach of any covenant or agreement to be performed by you hereunder. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' and experts' fees and costs awarded against or otherwise incurred by or in connection with any such claim, suit, action, or proceeding attributable to any such claim. FMS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in



which event you will fully cooperate with FMS in asserting any available defense. You acknowledge and agree to pay FMS's reasonable attorneys' fees incurred in connection with any and all lawsuits brought against you by FMS under the TOS and any other terms and conditions of service on www.fernandomastrangelo.com, including, but not limited to, lawsuits arising from your failure to indemnify FMS pursuant to the TOS.

9. **Governing Law.** The TOS shall be governed and construed in accordance with the laws of the United States and the State of New York without giving effect to conflicts-of-law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in New York County in the State of New York with respect to any legal proceedings that may arise in connection with the Web Site or from a dispute as to the interpretation or breach of the TOS.
10. **United States' Export Control & Foreign Asset Control Regulations.** FMS does not represent that materials in the Web Site are appropriate or available for use in countries outside the United States. If you choose to access the Web Site from outside the United States, you are responsible for compliance with foreign and local laws. Software from the Web Site is further subject to United States export controls and may not be downloaded, exported, or re-exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, Sudan, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's Table of Deny Orders. By using the Web Site, you represent and warrant that you are not located in, controlled by, or a national or resident of any such country, or on any such list.
11. **Miscellaneous.** You accept that FMS has the right to change the content or technical specifications of any aspect of the Web Site at any time in FMS's sole discretion. You further accept that such changes may result in your being unable to access the Web Site. The failure of FMS to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. Sections 1-3, and 5-14 shall survive any termination of the TOS.
12. **Headings.** The section titles in the TOS are used solely for the convenience of you and FMS and have no legal or contractual significance.
13. **Severability.** If any provision of the TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the TOS will remain in force.
14. **Entire Agreement.** The TOS and any other terms and conditions of service on www.fernandomastrangelo.com and its successor, constitute the entire agreement between you and FMS and govern your use of the Web Site.
15. **Termination.** Either you or FMS may terminate the TOS with or without cause at any time and effective immediately. You may terminate the TOS by discontinuing your use of the Web Site. FMS may terminate the TOS immediately without notice if you, in FMS's sole discretion, fail to comply with any provision of the TOS. Upon termination by you or FMS, you must destroy promptly all materials obtained from the Web Site and any copies thereof.



B. Linking and Framing

You may not deep-link to (i.e., linking to Web pages other than the home page of this Web Site) or frame (i.e., bringing up or presenting content of this Web Site within another web site) this Web Site. You may not link to www.fernandomastrangelo.com any site containing an inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information, or material or information that violates any applicable intellectual property, proprietary, privacy or publicity rights.

C. Inquiries Regarding this Web Site

For inquiries regarding this Web Site, send e-mail to hello@fernandomastrangelo.com

D. Copyright Agent for Copyright Infringement Claims (Digital Millennium Copyright Act).

FMS respects the intellectual property of others, and we ask you to do the same. FMS may, in appropriate circumstances and in its sole discretion, terminate specific services offered by FMS to users who infringe the intellectual property rights of others. If you believe that your work has been copied and is available on the Web Site in a way that constitutes copyright infringement, please provide FMS's Copyright Agent with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., the Web page address) or other electronic address of the location where the copyrighted work exists, or a copy of the copyrighted work;
3. identification of the specific location on the Web Site where the material that you claim is infringing is located;
4. your address, telephone number, fax number, and e-mail address;
5. 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; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The designated agent to receive notification of claimed infringement under Title II of the Digital Millennium Copyright Act is:

Fernando Mastrangelo Studio

134 Hinsdale Street

Brooklyn, NY 11207

email: hello@fernandomastrangelo.com



Fernando Mastrangelo Studio respects the privacy rights of our users and is strongly committed to protecting your privacy online. This privacy policy applies to this Web Site and does not apply to other Fernando Mastrangelo Studio products or services.

Collection and Use of Personal Information

Fernando Mastrangelo Studio collects personal information, such as e-mail addresses and log-in information, that you voluntarily provide on this Web Site. For example, we collect (a) e-mail addresses when you register to gain access to the Press Releases portion of this Web Site; and (b) log-in information when you access the Private Viewing area of the Web Site. Personal information collected via the Web Site is used to allow users access to certain portions of the Web Site. Fernando Mastrangelo Studio may also collect names and/or other personal information voluntarily submitted by you, for example, when you contact PW to make a request or to inquire about Fernando Mastrangelo Studio Web Site. Fernando Mastrangelo Studio will use such information to respond to your request or inquiry.

Disclosure of Personal Information

Fernando Mastrangelo Studio may disclose your personal information to unaffiliated third parties if we believe in good faith that such disclosure is necessary (a) to comply with the law or in response to a subpoena, court order, government request, or other legal process; (b) to protect the interests, rights, safety, or property of Fernando Mastrangelo Studio or others; (c) to enforce any terms of service on the Web Site; (d) to provide you with the service requested by you (including allowing a purchaser of a Fernando Mastrangelo Studio division, or Fernando Mastrangelo Studio as a whole, to continue to serve you), and to perform other activities related to such services; or (e) to operate Fernando Mastrangelo Studio's systems properly. If you provide your consent at the time your personal information is collected via the Web Site, Fernando Mastrangelo Studio may also share your personal information, except log-in information, with a sponsor or other third party who is interested in serving you ("Third-Party Providers"). You may instruct Fernando Mastrangelo Studio at any time not to share your personal information with such Third-Party Providers by emailing hello@fernandomastrangelo.com. You must include your first name, last name, and e-mail address. Further use and/or disclosure of your personal information by Third-Party Providers is not the responsibility of Fernando Mastrangelo Studio. Rather, such use and/or disclosure is governed by the Third-Party Providers' privacy policies.

Accuracy and Security of Personal Information

Any personal information you provide to Fernando Mastrangelo Studio is kept on secure servers. Fernando Mastrangelo Studio uses reasonable administrative, technical, personnel, and physical measures (a) to safeguard personal information against loss, theft, unauthorized use, disclosure, or modification; and (b) to ensure the integrity of the personal information.



Use of Cookies

Fernando Mastrangelo Studio may use “cookies” or similar electronic tools to collect information to enhance your experience with the Web Site. A cookie is a small text file that is placed on your computer and which collects information about your use of the Web Site, such as the Web pages visited, the date and the time of a visit, the Web sites you visited immediately before and after visiting the Web Site, etc. Any information collected by the cookies used by Fernando Mastrangelo Studio will be collected anonymously and will not be used by PW to subsequently identify you or to prepare the collection, processing, or use of personal information about you without your prior consent. Most browsers are set to accept cookies by default. If you prefer, you can usually set your browser to disable cookies, or to alert you when cookies are being sent. The help function on most browsers contains instructions on how to set your browser to notify you before accepting cookies or to disable cookies entirely. However, it is possible that some parts of the Web Site will not function properly if you disable cookies.

Accessing and Updating Your Personal Information

To access, review, rectify, or delete personal information collected about you via the Web Site, please e-mail hello@fernandomastrangelo.com. All requests must include your first name, last name, and e-mail address. While Fernando Mastrangelo Studio will make every reasonable effort to accommodate your request, we also reserve the right to impose certain restrictions and requirements on such access requests, if allowed or required by applicable laws.

Transfer of Personal Information to Other Countries

Your personal information may be transferred to various countries around the world. By submitting your personal information via the Web Site, you consent to such transfers.

Links to Third-Party Web Sites

Fernando Mastrangelo Studio may provide links to third-party Web sites. Since we do not control third-party sites and are not responsible for any personal information you may provide while on such sites, we encourage you to read the privacy policies on those Web sites before providing any of your personal information on such sites.

Modifications To This Privacy Policy

Fernando Mastrangelo Studio reserves the right to change this privacy policy at any time by posting revisions on this Web page. Such changes will be effective upon posting. This website uses cookies to offer you a better browsing experience. By using this site, you consent to our use of cookies.