Registration Number / Date:

TX0008825086 / 2019-11-06

Application Title: Adulthood is a Myth 2020 Deluxe Day-to-Day Calendar.

Title: Adulthood is a Myth 2020 Deluxe Day-to-Day Calendar.

Description: Calendar.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2019

Date of Publication:

2019-08-13

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship:

compilation of previously published art with

accompanying text.

Pre-existing Material:

previously published art with accompanying text.

Basis of Claim: compilation of previously published art with accompanying

text.

ISBN: 9781449498467

Names: Andersen, Sarah

Registration Number / Date:

TX0008826881 / 2019-11-06

Application Title: Adulthood is a Myth 2020 Wall Calendar.

Title: Adulthood is a Myth 2020 Wall Calendar.

Description: Calendar.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2019

Date of Publication:

2019-06-04

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship:

compilation of previously published art with

accompanying text.

Pre-existing Material:

previously published art with accompanying text.

Basis of Claim: compilation of previously published art with accompanying

text.

ISBN: 9781449498474

Names: Andersen, Sarah

Registration Number / Date:

TX0008614103 / 2018-02-06

Application Title: Adulthood Is A Myth: A "Sarah's Scribbles" 2018 Wall

Calendar.

Title: Adulthood Is A Myth: A "Sarah's Scribbles" 2018 Wall

Calendar.

Description: Print Material.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2017

Date of Publication:

2017-06-27

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen, employer for hire; Citizenship: United States. Authorship: artwork, compilation of previously published art with corresponding text; some new artwork.

Pre-existing Material:

text, artwork.

Basis of Claim: artwork, compilation of previously published art with

corresponding text; some new artwork.

ISBN: 9781449483449

Names: Andersen, Sarah

Registration Number / Date:

TX0008660257 / 2018-10-22

Application Title: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Daily

Calendar.

Title: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Daily

Calendar.

Description: Calendar.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2018

Date of Publication:

2018-07-31

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen, employer for hire; Citizenship: United States. Authorship: compilation of previously published

art with corresponding text.

Pre-existing Material:

previously published art with corresponding text.

Basis of Claim: compilation of previously published art with corresponding

text.

ISBN: 9781449494490

Names: Andersen, Sarah

Registration Number / Date:

TX0008706556 / 2018-10-22

Application Title: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Wall

Calendar.

Title: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Wall

Calendar.

Description: Print material.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2018

Date of Publication:

2018-06-05

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship: text, artwork, compilation of previously published art

with corresponding text; some new art.

Pre-existing Material:

previously published art with corresponding text.

Basis of Claim: artwork, compilation of previously published art with

corresponding text; some new art.

Copyright Note: Basis for Registration: Unit of publication

ISBN: 9781449494070

Names: Andersen, Sarah

Registration Number / Date:

TX0009117084 / 2021-01-22

Application Title: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Daily

Calendar.

Title: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Daily

Calendar.

Description: Book.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2020

Date of Publication:

2020-09-01

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship:

compilation of previously published art with

accompanying text.

Pre-existing Material:

previously published art with accompanying text.

Basis of Claim: compilation of previously published art with accompanying

text.

ISBN: 9781524857684

Names: Andersen, Sarah

Registration Number / Date:

TX0009082399 / 2021-01-22

Application Title: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Wall

Calendar.

Title: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Wall

Calendar.

Description: Book.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2020

Date of Publication:

2020-06-30

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship: artwork, compilation of previously published art with

accompanying text; some new art.

Pre-existing Material:

previously published art with accompanying text.

Basis of Claim: artwork, compilation of previously published art with

accompanying text; some new art.

ISBN: 9781524857677

Names: Andersen, Sarah

Registration Number / Date:

TX0008207926 / 2015-12-10

Application Title: Adulthood Is a Myth: A Sarah's Scribbles Collection.

Title: Adulthood Is a Myth: A Sarah's Scribbles Collection.

Description: Book.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2015

Date of Publication:

2015-12-08

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship:

text, artwork.

Pre-existing Material:

Some cartoons previously appeared on author's website.

Basis of Claim: text, artwork.

ISBN: 9781449474195

Names: Andersen, Sarah

Registration Number / Date:

TX0008493928 / 2017-01-09

Application Title: Big Mushy Happy Lump: A Sarah's Scribbles Collection .

Title: Big Mushy Happy Lump: A Sarah's Scribbles Collection .

Description: Book, 125 p.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2016

Date of Publication:

2016-12-12

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship:

text, artwork.

Copyright Note: Basis for Registration: Collective work

ISBN: 9781449479619

Names: Andersen, Sarah

Registration Number / Date:

TX0009043380 / 2020-12-16

Application Title: Fangs.

Title: Fangs.

Description: Book, 100 p.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2020

Date of Publication:

2020-10-06

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship:

text, artwork.

ISBN: 9781524860677

Names: Andersen, Sarah

Registration Number / Date:

TX0008615735 / 2018-02-06

Application Title: Get It Together! with Sarah Scribbles 2017-2018 16-Month

Weekly/Monthly Planner.

Title: Get It Together! with Sarah Scribbles 2017-2018 16-Month

Weekly/Monthly Planner.

Description: Book.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2017

Date of Publication:

2017-05-30

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen, employer for hire; Citizenship: United States. Authorship: artwork, compilation of previously published art with corresponding text; some new artwork.

Pre-existing Material:

text, artwork.

Basis of Claim: artwork, compilation of previously published art with

corresponding text; some new artwork.

ISBN: 9781449482046

Names: Andersen, Sarah

Registration Number / Date:

TX0008681086 / 2018-10-22

Application Title: Get It Together! with Sarah Scribbles 2018-2019 16-Month

Monthly/Weekly Planner.

Title: Get It Together! with Sarah Scribbles 2018-2019 16-Month

Monthly/Weekly Planner.

Description: Book.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2018

Date of Publication:

2018-06-05

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen, employer for hire; Citizenship: United States. Authorship: artwork, compilation of previously published art with corresponding text; some new artwork.

Pre-existing Material:

text, artwork.

Basis of Claim: artwork, compilation of previously published art with

corresponding text; some new artwork.

ISBN: 9781449494063

Names: Andersen, Sarah

Registration Number / Date:

TX0008826626 / 2019-11-06

Application Title: Get It Together! with Sarah's Scribbles 16-Month 2019-2020

Weekly Monthly Planner.

Title: Get It Together! with Sarah's Scribbles 16-Month 2019-2020

Weekly Monthly Planner.

Description: Calendar.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2019

Date of Publication:

2019-06-04

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship:

compilation of previously published art with

accompanying text.

Pre-existing Material:

previously published art with accompanying text.

Basis of Claim: compilation of previously published art with accompanying

text.

ISBN: 9781449498481

Names: Andersen, Sarah

Registration Number / Date:

TX0009082448 / 2021-01-22

Application Title: Get It Together with Sarah's Scribbles16-Month 2020-2021

Weekly/Monthly Planner Calendar.

Title: Get It Together with Sarah's Scribbles16-Month 2020-2021

Weekly/Monthly Planner Calendar.

Description: Book.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2020

Date of Publication:

2020-06-30

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship: artwork, compilation of previously published art with

accompanying text; some new artwork.

Pre-existing Material:

text, artwork, previously published art with accompanying

text.

Basis of Claim: artwork, compilation of previously published art with

accompanying text; some new artwork.

ISBN: 9781524857660

Names: Andersen, Sarah

Registration Number / Date:

TX0008564573 / 2018-02-12

Application Title: Herding Cats: A Sarah's Scribbles Collection.

Title: Herding Cats: A Sarah's Scribbles Collection.

Description: Book, 108 p.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2018

Date of Publication:

2018-01-16

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship: text, artwork, Curated and themed collection of cartoons

previously published online.

Pre-existing Material:

Some cartoons previously published online.

Basis of Claim: text, artwork, Curated and themed collection of cartoons

previously published online.

ISBN: 9781449489786

Names: Andersen, Sarah

Registration Number / Date:

TX0009153980 / 2022-02-16

Application Title: Oddball: A Sarah?s Scribbles Collection.

Title: Oddball: A Sarah?s Scribbles Collection.

Description: Book, 105 p.

Copyright Claimant:

Sarah Andersen.

Date of Creation: 2021

Date of Publication:

2021-12-07

Nation of First Publication:

United States

Authorship on Application:

Sarah Andersen; Citizenship: United States. Authorship:

text, artwork.

Copyright Note: Basis for Registration: Collective work

ISBN: 9781449489793

Names: Andersen, Sarah

Deviant Art Terms of Service (as of November 11, 2022)

Introduction

Please read these Terms of Service ("Terms") carefully. They contain the legal terms and conditions that govern your use of services provided to you by DeviantArt, including information, text, images, graphics, data or other materials ("Content") and products and services provided through www.DeviantArt.com, Sta.sh, DeviantArt Protect, and other DeviantArt mobile applications as well as all elements, software, programs and code forming or incorporated in to www.DeviantArt.com (the "Service"). This Service is operated by DeviantArt, Inc. ("DeviantArt"). DeviantArt is also referred to in these Terms as "we", "our", and "us".

By using our Service, you agree to be bound by Section I of these Terms ("General Terms"), which contains provisions applicable to all users of our Service, including visitors to the DeviantArt website (the "Site"). If you choose to register as a member of our Service or purchase products from the DeviantArt Shop, you will be asked to check a box indicating that you have read, and agree to be bound by, the additional terms set forth in Section II of these Terms ("Additional Terms").

Section I: General Terms

1. Availability

This Service is provided by DeviantArt on an "AS IS" and "AS AVAILABLE" basis and DeviantArt reserves the right to modify, suspend or discontinue the Service, in its sole discretion, at any time and without notice. You agree that DeviantArt is and will not be liable to you for any modification, suspension or discontinuance of the Service.

2. Privacy

DeviantArt has a firm commitment to safeguarding your privacy. Please review DeviantArt's <u>Privacy Policy</u>. The terms of DeviantArt's privacy policy are incorporated into, and form a part of, these Terms.

3. Trademarks

All brand, product and service names used in this Service which identify DeviantArt or third parties and their products and services are proprietary marks of DeviantArt and/or the relevant third parties. Nothing in this Service shall be deemed to confer on any person any license or right on the part of DeviantArt or any third party with respect to any such image, logo or name.

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- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- d. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner.
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please see DeviantArt's Copyright Policy for further information and details.

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If your needs require a more inclusive plan than those regularly offered by us, please contact our support team at: help@deviantart.com

8. Conduct

You agree that you shall not interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service; or provide any information to DeviantArt that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose. DeviantArt does not endorse any content placed on the Service by third parties or any opinions or advice contained in such content. You agree to defend,

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10. Amendment of the Terms

We reserve the right to amend these Terms from time to time in our sole discretion. If you have registered as a member, we may notify you of any material changes to these Terms (and the effective date of such changes) by sending a notification on the Site. In addition, we will post the revised terms on the Site. If you continue to use the Service after the effective date of the revised Terms, you will be deemed to have accepted those changes. If you do not agree to the revised Terms, your sole remedy shall be to discontinue using the Service.

11. General

These Terms constitute the entire agreement between DeviantArt and you with respect to your use of the Service. DeviantArt's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable. DeviantArt shall have the right to assign its rights and/or delegate its obligations under these Terms, in whole or in part, to any person or business entity. You may not assign your rights or delegate your obligations under these Terms without the prior written consent of DeviantArt. These Terms shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts of the State of California.

12. Comments

If you have any comments or questions about the Service please contact us by email at help@deviantart.com.

Section II: Additional Terms

13. Registration

To register as a member of the Service or purchase products, you must be 13 years or lawfully permitted to enter into and form contracts under applicable law. In no event may minors submit Content to the Service. You agree that the information that you provide to us upon registration, at the time of purchase, and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

14. Password

When you register as a member you will be asked to provide a password. You are responsible for safeguarding the password and you agree not to disclose your password to any third party. You agree that you shall be solely responsible for any activities or actions under your password, whether or not you have authorized such activities or actions. You shall immediately notify DeviantArt of any unauthorized use of your password.

15. Submitting Content

Chat Rooms and Forums - As a registered member of the Service, you will be granted the privilege of participating in chat rooms and forums on the DeviantArt website as part of the Service, which means you may post Your Content in the form of text for display in these areas of the DeviantArt website, subject to your compliance with the Terms.

Artist Materials - As a registered member of the Service, you will also be granted the privilege of submitting certain types of Your Content, known as "Artist Materials," for display on your user

page. Prior to submitting Artist Materials, you must accept the additional terms and conditions of the Submission Policy, which is incorporated into, and forms a part of, the Terms.

16. Copyright in Your Content

DeviantArt does not claim ownership rights in Your Content. For the sole purpose of enabling us to make your Content available through the Service, you grant to DeviantArt a non-exclusive, royalty-free license to reproduce, distribute, re-format, store, prepare derivative works based on, and publicly display and perform Your Content. Please note that when you upload Content, third parties will be able to copy, distribute and display your Content using readily available tools on their computers for this purpose although other than by linking to your Content on DeviantArt any use by a third party of your Content could violate paragraph 4 of these Terms and Conditions unless the third party receives permission from you by license.

17. Monitoring Content

DeviantArt has no ability to control the Content you may upload, post or otherwise transmit using the Service and does not have any obligation to monitor such Content for any purpose. You acknowledge that you are solely responsible for all Content and material you upload, post or otherwise transmit using the Service.

18. Storage Policy

At this time, DeviantArt provides free online storage of Your Content to registered members of the Service. However, you acknowledge and agree that DeviantArt may, at its option, establish limits concerning your use of the Service, including without limitation the maximum number of days that Your Content will be retained by the Service, the maximum size of any Content files that may be stored on the Service, the maximum disk space that will be allotted to you for the storage of Content on DeviantArt's servers. Furthermore, you acknowledge that DeviantArt reserves the right to terminate or suspend accounts that are inactive, in DeviantArt's sole discretion, for an extended period of time (thus deleting or suspending access to your Content). Without limiting the generality of Section 9, DeviantArt shall have no responsibility or liability for the deletion or failure to store any Content maintained on the Service and you are solely responsible for creating back-ups of Your Content. You further acknowledge that DeviantArt reserves the right to modify its storage policies from time to time, with or without notice to you.

19. Conduct

You agree to be subject to and to conduct yourself in accordance with the DeviantArt Etiquette Policy. You are responsible for all of Your Content you upload, download, and otherwise copy, distribute and display using the Service. You must have the legal right to copy, distribute and display all parts of any content that you upload, download and otherwise copy, distribute and display. Content provided to you by others, or made available through websites, magazines, books and other sources, are protected by copyright and should not be uploaded, downloaded, or

otherwise copied, distributed or displayed without the consent of the copyright owner or as otherwise permitted by law. Please refer to DeviantArt's Copyright Policy for further details.

You agree not to use the Service:

- a. for any unlawful purposes;
- b. to upload, post, or otherwise transmit any public and shared content (content which you offer for free) that is pornographic, obscene, offensive, blasphemous, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
- c. to upload, post, or otherwise transmit any subscription or paid content featuring pornographic material of real people, which offers sexual services, which glorifies sexual violence, fringe sexual fetish creations, fetish creations that are hard to distinguish from non-consensual sex, or that is obscene, offensive, blasphemous, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
- d. to harm minors in any way, including, but not limited to, uploading, posting, or otherwise transmitting content that violates child pornography laws, child sexual exploitation laws or laws prohibiting the depiction of minors engaged in sexual conduct, or submitting any personally identifiable information about any child under the age of 13;
- e. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- f. to upload, post, or otherwise transmit any material which is likely to cause harm to DeviantArt or anyone else's computer systems, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the Service which may cause any defect, error, malfunction or corruption to the Service;
- g. for any commercial purpose, except as expressly permitted under these Terms;
- h. to sell access to the Service on any other website or to use the Service on another website for the primary purpose of gaining advertising or subscription revenue other than a personal blog or social network where the primary purpose is to display content from DeviantArt by hyperlink and not to compete with DeviantArt.

19A. Commercial Activities

Commercial activities mean the offering, solicitation or sale of goods or services by anyone other than DeviantArt. Commercial activities with respect to the arts are permitted for registered members acting as individuals, for small corporations or partnerships engaged primarily in artrelated activities in which one or more of the principals is a registered member or for those

seeking to retain the services or works of a registered member. Commercial activities in the form of paid advertising on the Service are subject to the terms and conditions relating to the purchase of such advertising. No other commercial activities are permitted on or through the Service without DeviantArt's written approval. Any interactions with members of the Service with respect to commercial activities including payment for and delivery of goods and/or services and any terms related to the commercial activities including conditions, warranties or representations and so forth are solely between you and the other member. Paragraph 9, above, of these Terms of Service specifically applies with respect to commercial activities.

19B. Groups

As a registered member of the Service, you will also be able to participate as an administrator or member of a "Group" which is a set of user pages and applications formed for the purpose of collecting content, discussions and organizing members of the site with common interests. Further information about Groups can be found in our Etiquette Policy.

- 1. You agree to participate in a Group on the basis of its own rules consistent with these Terms of Service, the conduct set out in paragraph 19, above, and such other rules created by us for Groups from time to time including with respect to the use of Groups for commercial activities.
- 2. As an administrator or participant in a Group you acquire no ownership rights over the Group, the Group applications provided by us or over the right to conduct the activities of the Group.
- 3. Any Content or Artists Materials submitted to a Group remain, as between the Group and the user submitting such content, the property of the person who submitted the content.
- 4. Groups are managed by registered members of the Service and not by us. We are not responsible for the conduct of Group participants or administrators and will not interfere with the management or society of any specific Group or the rules it establishes for itself as long as they are consistent with these Terms of Service and our policies.
- 5. Groups may not be used to collect personal data about participants in Groups without the participant's express permission.
- 6. The Group application permits us to take appropriate action should intervention become necessary as a result of a violation of the Terms of Service or of any other of our policies. We can remove a Group and the Group's privileges at any time at our discretion.
- 7. The use in a Group name of trademarks or distinctive trade names of properties, goods or services is subject to objections from the owner of the marks and names. DeviantArt will respond to such objections by requiring an appropriate change in the name of the Group. The use of trademarks and trade names in Group names otherwise must be descriptive of Group activity or purpose. To avoid confusion and animosity, Groups wishing to name

themselves after trademarked properties must include a further description in its name of the type of Group it expects to be such as "Master Photoshop Tutorials" instead of simply "Photoshop."

20. Suspension and Termination of Access and Membership

You agree that DeviantArt may at any time, and without notice, suspend or terminate any part of the Service, or refuse to fulfill any order, or any part of any order or terminate your membership and delete any Content stored on the DeviantArt Site, in DeviantArt's sole discretion, if you fail to comply with the Terms or applicable law.

21. Product Purchases from the DeviantArt Shop

DeviantArt users may make certain products available for purchase through the <u>DeviantArt</u> <u>Shop</u>. For example, you may have the opportunity to purchase or commission "Digital Artwork" that a registered member has listed for sale through the Shop.

All payments are to be made in US dollars and prices are subject to change at any time.

Any purchase made via the Shop is between the user and the purchaser only. DeviantArt only provides the platform in which such purchase is available, but in any event will not be responsible for the purchased item, its quality, terms, price etc.

Before making a purchase, we advise you to review the listing and specifications to make sure they fit your needs and are acceptable by you.

22. Cryptocurrency

DeviantArt enables cryptocurrency payments and earnings withdrawals via a Third Party Software blockchain/cryptocurrency payment processor ("Cryptocurrency Payment Services").

You acknowledge and agree that regardless of the manner in which such Cryptocurrency Payment Services may be offered to you, DeviantArt merely acts as an intermediary platform between you and the applicable Cryptocurrency Payment Services provider, and shall not be in any way responsible or liable with respect to any services provided by such Cryptocurrency Payment Services provider.

Any and all use of Cryptocurrency Payment Services shall be done solely at your own risk and responsibility, and may be subject to certain legal and financial terms which govern Cryptocurrency Payment Services, which you are encouraged to review and understand before using such services. Additionally, the use of Cryptocurrency Payment Services is subject to the applicable terms of use of the Cryptocurrency Payment Services provider, including but not limited to the lists of prohibited items and businesses not supported by such provider. In the case of BitPay, your use of Cryptocurrency Payment Services is subject to BitPay's terms of use. Each Cryptocurrency Payment Services provider may support different cryptocurrencies, however

DeviantArt has full discretion regarding which cryptocurrencies will be available through the Cryptocurrency Payment Services on the DeviantArt platform. Please avoid paying in unsupported cryptocurrencies, as doing so may result in loss of funds.

While we hope to avoid such instances, DeviantArt may, at any time and at its sole discretion, suspend, disable access to or remove Cryptocurrency Payment Services without any liability to you or to any third party.

You assume the volatility risk of the cryptocurrencies in which cryptocurrency transactions occur.

Any refunds of cryptocurrency transactions are subject to DeviantArt's sole discretion.

Services Fees

Your use of Cryptocurrency Payment Services is subject to certain fees and exchange rates ("Service Fees"), which may be modified from time to time. For more information, see here. The Service Fees shall be deducted from your DeviantArt Earnings Account. All Service Fees are non-refundable.

Certain transactions (e.g., underpayment and overpayment of cryptocurrency transactions) may be subject to additional fees by the Cryptocurrency Payment Services provider. In the case of BitPay, please refer to the following article for additional information.

23. DeviantArt Protect

DeviantArt enables you to use its DeviantArt Protect service (for qualifying images stored in Sta.sh or qualifying images submitted as deviations), in order to detect potential infringements of your images that you submitted or uploaded in the ways specified below. By using DeviantArt Protect, you agree and acknowledge the following:

- a. The DeviantArt Protect service is limited to detecting potentially similar or near-identical images to your images identified on DeviantArt or various blockchains (for more details on the specific platforms scanned, see our <u>updated list</u>). There might be other similar images that we will not detect, and therefore, we encourage you to keep track of existing works on different platforms.
- b. To use DeviantArt Protect, you will need to open an account with DeviantArt, and agree to these terms and to the DeviantArt general privacy policy.
- c. For images eligible for the DeviantArt Protect service, when a potential infringement is identified, we will send you a notice via email or via platform notification, of any potential similar image found. Upon receiving such a notice, you may choose if you wish to take action regarding such images or not (for example, by filing a DMCA takedown notice).
- d. We will not cause or initiate any legal procedures with respect to the similar images. If you believe that one of our results is infringing upon your image, we encourage you to

enter the relevant platform, and submit a takedown notice independently. DeviantArt will not be responsible, in any event, for such procedures. All results are indicating some similarity, but in no event will we determine or suggest if such work is indeed infringing or not.

- e. DeviantArt Protect for images uploaded to Sta.sh:
 You can upload up to 10 images and up to 2GB for free coverage by the DeviantArt
 Protect service. To receive coverage of the DeviantArt Protect service for any additional
 images, you will need to upgrade for a relevant Core Membership. Find out more about
 our membership, pricing, storage and plans here.
- f. DeviantArt Protect for images published on DeviantArt as deviations:

 For Core Members, we provide the DeviantArt Protect service for all images published as deviations. For non-Core users, we offer the DeviantArt Protect service for 90 days as of the day when the image was submitted as a deviation.

DeviantArt Terms of Service (as of January 13, 2023)

Introduction

Please read these Terms of Service ("Terms") carefully. They contain the legal terms and conditions that govern your use of services provided to you by DeviantArt, including information, text, images, graphics, data or other materials ("Content") and products and services provided through www.DeviantArt.com, Sta.sh, DeviantArt Protect, and other DeviantArt mobile applications as well as all elements, software, programs and code forming or incorporated in to www.DeviantArt.com (the "Service"). This Service is operated by DeviantArt, Inc. ("DeviantArt"). DeviantArt is also referred to in these Terms as "we", "our", and "us".

By using our Service, you agree to be bound by Section I of these Terms ("General Terms"), which contains provisions applicable to all users of our Service, including visitors to the DeviantArt website (the "Site"). If you choose to register as a member of our Service or purchase products from the DeviantArt Shop, you will be asked to check a box indicating that you have read, and agree to be bound by, the additional terms set forth in Section II of these Terms ("Additional Terms").

Section I: General Terms

1. Availability

This Service is provided by DeviantArt on an "AS IS" and "AS AVAILABLE" basis and DeviantArt reserves the right to modify, suspend or discontinue the Service, in its sole discretion, at any time and without notice. You agree that DeviantArt is and will not be liable to you for any modification, suspension or discontinuance of the Service.

2. Privacy

DeviantArt has a firm commitment to safeguarding your privacy. Please review DeviantArt's <u>Privacy Policy</u>. The terms of DeviantArt's privacy policy are incorporated into, and form a part of, these Terms.

3. Trademarks

All brand, product and service names used in this Service which identify DeviantArt or third parties and their products and services are proprietary marks of DeviantArt and/or the relevant third parties. Nothing in this Service shall be deemed to confer on any person any license or right on the part of DeviantArt or any third party with respect to any such image, logo or name.

4. Copyright

DeviantArt is, unless otherwise stated, the owner of all copyright and data rights in the Service and its contents. Individuals who have posted works to DeviantArt are either the copyright owners of the component parts of that work or are posting the work under license from a copyright owner or his or her agent or otherwise as permitted by law. You may not reproduce,

distribute, publicly display or perform, or prepare derivative works based on any of the Content including any such works without the express, written consent of DeviantArt or the appropriate owner of copyright in such works. DeviantArt does not claim ownership rights in your works or other materials posted by you to DeviantArt (Your Content). You agree not to distribute any part of the Service other than Your Content in any medium other than as permitted in these Terms of Service or by use of functions on the Service provided by us. You agree not to alter or modify any part of the Service unless expressly permitted to do so by us or by use of functions on the Service provided by us.

5. Reporting Copyright Violations

DeviantArt respects the intellectual property rights of others and expects users of the Service to do the same. At DeviantArt's discretion and in appropriate circumstances, DeviantArt may remove Your Content submitted to the Site, terminate the accounts of users or prevent access to the Site by users who infringe the intellectual property rights of others. If you believe the copyright in your work or in the work for which you act as an agent has been infringed through this Service, please contact DeviantArt's agent for notice of claims of copyright infringement, Daniel Sowers who can be reached through violations@deviantart.com. You must provide our agent with substantially the following information, which DeviantArt may then forward to the alleged infringer (see 17 U.S.C. 512 (c)(3) for further details):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- d. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner.
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please see DeviantArt's Copyright Policy for further information and details.

6. External Links

DeviantArt may provide links to third-party websites or resources. You acknowledge and agree that DeviantArt is not responsible or liable for: the availability or accuracy of such websites or resources; or the Content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by DeviantArt of such websites or resources or the Content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

7. Third Party Software

As a convenience, we may make third-party software available through the Service. To use the third-party software, you must agree to the terms and conditions imposed by the third party provider and the agreement to use such software will be solely between you and the third party provider. By downloading third party software, you acknowledge and agree that the software is provided on an "AS IS" basis without warranty of any kind. In no event shall DeviantArt be liable for claims or damages of any nature, whether direct or indirect, arising from or related to any third-party software downloaded through the Service.

MPEG License:

As part of the DeviantArt platform, DeviantArt may provide different video services, available for its Core users.

The use of the video services for your account, may require that you receive a license to use certain patents from MPEG-LA (the "License"). It is your own exclusive responsibility to decide whether your activity requires a License and to obtain it. Information about the License can be obtained from MPEG LA L.L.C. here.

Without derogating from any subclause in these Terms of Use, and without any limitation of liability, you shall fully indemnify, defend and hold DeviantArt its officers, directors, shareholders, employees, affiliates and agents, harmless from any and all damages and costs, obligations, losses, liabilities debt and expenses (including attorneys' fees), as accrued, that arise out of or are related to infringement and/or misuse of the patent pool under the MPEG-LA consortium.

If your needs require a more inclusive plan than those regularly offered by us, please contact our support team at: help@deviantart.com

8. Conduct

You agree that you shall not interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service; or provide any information to DeviantArt that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose. DeviantArt does not endorse any content placed on the Service by third parties or any opinions or advice contained in such content. You agree to defend,

indemnify, and hold harmless DeviantArt, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and expert fees, arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms.

9. Disclaimer of Warranty and Limitation of Liability

DEVIANTART MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AS TO THE OPERATION OF THE SERVICE, OR THE CONTENT OR PRODUCTS, PROVIDED THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. DEVIANTART DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. DEVIANTART MAKES NO WARRANTY AS TO THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE. YOU SPECIFICALLY ACKNOWLEDGE THAT DEVIANTART IS NOT LIABLE FOR YOUR DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT, OR SUCH CONDUCT BY THIRD PARTIES, AND YOU EXPRESSLY ASSUME ALL RISKS AND RESPONSIBILITY FOR DAMAGES AND LOSSES ARISING FROM SUCH CONDUCT. EXCEPT FOR THE EXPRESS, LIMITED REMEDIES PROVIDED HEREIN, AND TO THE FULLEST EXTENT ALLOWED BY LAW, DEVIANTART SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF DEVIANTART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON CERTAIN WARRANTIES OR DAMAGES. THEREFORE, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL DEVIANTART'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU TO DEVIANTART PURSUANT TO THIS AGREEMENT.

10. Amendment of the Terms

We reserve the right to amend these Terms from time to time in our sole discretion. If you have registered as a member, we may notify you of any material changes to these Terms (and the effective date of such changes) by sending a notification on the Site. In addition, we will post the revised terms on the Site. If you continue to use the Service after the effective date of the revised Terms, you will be deemed to have accepted those changes. If you do not agree to the revised Terms, your sole remedy shall be to discontinue using the Service.

11. General

These Terms constitute the entire agreement between DeviantArt and you with respect to your use of the Service. DeviantArt's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable. DeviantArt shall have the right to assign its rights and/or delegate its obligations under these Terms, in whole or in part, to any person or business entity. You may not assign your rights or delegate your obligations under these Terms without the prior written consent of DeviantArt. These Terms shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts of the State of California.

12. Comments

If you have any comments or questions about the Service please contact us by email at help@deviantart.com.

Section II: Additional Terms

13. Registration

To register as a member of the Service or purchase products, you must be 13 years or lawfully permitted to enter into and form contracts under applicable law. In no event may minors submit Content to the Service. You agree that the information that you provide to us upon registration, at the time of purchase, and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

14. Password

When you register as a member you will be asked to provide a password. You are responsible for safeguarding the password and you agree not to disclose your password to any third party. You agree that you shall be solely responsible for any activities or actions under your password, whether or not you have authorized such activities or actions. You shall immediately notify DeviantArt of any unauthorized use of your password.

15. Submitting Content

Chat Rooms and Forums - As a registered member of the Service, you will be granted the privilege of participating in chat rooms and forums on the DeviantArt website as part of the Service, which means you may post Your Content in the form of text for display in these areas of the DeviantArt website, subject to your compliance with the Terms.

Artist Materials - As a registered member of the Service, you will also be granted the privilege of submitting certain types of Your Content, known as "Artist Materials," for display on your user page. Prior to submitting Artist Materials, you must accept the additional terms and conditions of the Submission Policy, which is incorporated into, and forms a part of, the Terms.

16. Copyright in Your Content

DeviantArt does not claim ownership rights in Your Content. For the sole purpose of enabling us to make your Content available through the Service, you grant to DeviantArt a non-exclusive, royalty-free license to reproduce, distribute, re-format, store, prepare derivative works based on, and publicly display and perform Your Content. Please note that when you upload Content, third parties will be able to copy, distribute and display your Content using readily available tools on their computers for this purpose although other than by linking to your Content on DeviantArt any use by a third party of your Content could violate paragraph 4 of these Terms and Conditions unless the third party receives permission from you by license.

17. Monitoring Content

DeviantArt has no ability to control the Content you may upload, post or otherwise transmit using the Service and does not have any obligation to monitor such Content for any purpose. You acknowledge that you are solely responsible for all Content and material you upload, post or otherwise transmit using the Service.

18. Storage Policy

At this time, DeviantArt provides free online storage of Your Content to registered members of the Service. However, you acknowledge and agree that DeviantArt may, at its option, establish limits concerning your use of the Service, including without limitation the maximum number of days that Your Content will be retained by the Service, the maximum size of any Content files that may be stored on the Service, the maximum disk space that will be allotted to you for the storage of Content on DeviantArt's servers. Furthermore, you acknowledge that DeviantArt reserves the right to terminate or suspend accounts that are inactive, in DeviantArt's sole discretion, for an extended period of time (thus deleting or suspending access to your Content). Without limiting the generality of Section 9, DeviantArt shall have no responsibility or liability for the deletion or failure to store any Content maintained on the Service and you are solely responsible for creating back-ups of Your Content. You further acknowledge that DeviantArt reserves the right to modify its storage policies from time to time, with or without notice to you.

19. Conduct

You agree to be subject to and to conduct yourself in accordance with the DeviantArt Etiquette Policy. You are responsible for all of Your Content you upload, download, and otherwise copy, distribute and display using the Service. You must have the legal right to copy, distribute and display all parts of any content that you upload, download and otherwise copy, distribute and display. Content provided to you by others, or made available through websites, magazines, books

and other sources, are protected by copyright and should not be uploaded, downloaded, or otherwise copied, distributed or displayed without the consent of the copyright owner or as otherwise permitted by law. Please refer to DeviantArt's Copyright Policy for further details.

You agree not to use the Service:

- a. for any unlawful purposes;
- b. to upload, post, or otherwise transmit any public and shared content (content which you offer for free) that is pornographic, obscene, offensive, blasphemous, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
- c. to upload, post, or otherwise transmit any subscription or paid content featuring pornographic material of real people, which offers sexual services, which glorifies sexual violence, fringe sexual fetish creations, fetish creations that are hard to distinguish from non-consensual sex, or that is obscene, offensive, blasphemous, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
- d. to harm minors in any way, including, but not limited to, uploading, posting, or otherwise transmitting content that violates child pornography laws, child sexual exploitation laws or laws prohibiting the depiction of minors engaged in sexual conduct, or submitting any personally identifiable information about any child under the age of 13;
- e. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- f. to upload, post, or otherwise transmit any material which is likely to cause harm to DeviantArt or anyone else's computer systems, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the Service which may cause any defect, error, malfunction or corruption to the Service;
- g. for any commercial purpose, except as expressly permitted under these Terms;
- h. to sell access to the Service on any other website or to use the Service on another website for the primary purpose of gaining advertising or subscription revenue other than a personal blog or social network where the primary purpose is to display content from DeviantArt by hyperlink and not to compete with DeviantArt.

19A. Commercial Activities

Commercial activities mean the offering, solicitation or sale of goods or services by anyone other than DeviantArt. Commercial activities with respect to the arts are permitted for registered members acting as individuals, for small corporations or partnerships engaged primarily in art-

related activities in which one or more of the principals is a registered member or for those seeking to retain the services or works of a registered member. Commercial activities in the form of paid advertising on the Service are subject to the terms and conditions relating to the purchase of such advertising. No other commercial activities are permitted on or through the Service without DeviantArt's written approval. Any interactions with members of the Service with respect to commercial activities including payment for and delivery of goods and/or services and any terms related to the commercial activities including conditions, warranties or representations and so forth are solely between you and the other member. Paragraph 9, above, of these Terms of Service specifically applies with respect to commercial activities.

19B. Groups

As a registered member of the Service, you will also be able to participate as an administrator or member of a "Group" which is a set of user pages and applications formed for the purpose of collecting content, discussions and organizing members of the site with common interests. Further information about Groups can be found in our Etiquette Policy.

- 1. You agree to participate in a Group on the basis of its own rules consistent with these Terms of Service, the conduct set out in paragraph 19, above, and such other rules created by us for Groups from time to time including with respect to the use of Groups for commercial activities.
- 2. As an administrator or participant in a Group you acquire no ownership rights over the Group, the Group applications provided by us or over the right to conduct the activities of the Group.
- 3. Any Content or Artists Materials submitted to a Group remain, as between the Group and the user submitting such content, the property of the person who submitted the content.
- 4. Groups are managed by registered members of the Service and not by us. We are not responsible for the conduct of Group participants or administrators and will not interfere with the management or society of any specific Group or the rules it establishes for itself as long as they are consistent with these Terms of Service and our policies.
- 5. Groups may not be used to collect personal data about participants in Groups without the participant's express permission.
- 6. The Group application permits us to take appropriate action should intervention become necessary as a result of a violation of the Terms of Service or of any other of our policies. We can remove a Group and the Group's privileges at any time at our discretion.
- 7. The use in a Group name of trademarks or distinctive trade names of properties, goods or services is subject to objections from the owner of the marks and names. DeviantArt will respond to such objections by requiring an appropriate change in the name of the Group. The use of trademarks and trade names in Group names otherwise must be descriptive of

Group activity or purpose. To avoid confusion and animosity, Groups wishing to name themselves after trademarked properties must include a further description in its name of the type of Group it expects to be such as "Master Photoshop Tutorials" instead of simply "Photoshop."

20. Suspension and Termination of Access and Membership

You agree that DeviantArt may at any time, and without notice, suspend or terminate any part of the Service, or refuse to fulfill any order, or any part of any order or terminate your membership and delete any Content stored on the DeviantArt Site, in DeviantArt's sole discretion, if you fail to comply with the Terms or applicable law.

21. Product Purchases from the DeviantArt Shop

DeviantArt users may make certain products available for purchase through the <u>DeviantArt</u> <u>Shop</u>. For example, you may have the opportunity to purchase or commission "Digital Artwork" that a registered member has listed for sale through the Shop.

All payments are to be made in US dollars and prices are subject to change at any time.

Any purchase made via the Shop is between the user and the purchaser only. DeviantArt only provides the platform in which such purchase is available, but in any event will not be responsible for the purchased item, its quality, terms, price etc.

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Any and all use of Cryptocurrency Payment Services shall be done solely at your own risk and responsibility, and may be subject to certain legal and financial terms which govern Cryptocurrency Payment Services, which you are encouraged to review and understand before using such services. Additionally, the use of Cryptocurrency Payment Services is subject to the applicable terms of use of the Cryptocurrency Payment Services provider, including but not limited to the lists of prohibited items and businesses not supported by such provider. In the case of BitPay, your use of Cryptocurrency Payment Services is subject to BitPay's terms of use. Each

Cryptocurrency Payment Services provider may support different cryptocurrencies, however DeviantArt has full discretion regarding which cryptocurrencies will be available through the Cryptocurrency Payment Services on the DeviantArt platform. Please avoid paying in unsupported cryptocurrencies, as doing so may result in loss of funds.

While we hope to avoid such instances, DeviantArt may, at any time and at its sole discretion, suspend, disable access to or remove Cryptocurrency Payment Services without any liability to you or to any third party.

You assume the volatility risk of the cryptocurrencies in which cryptocurrency transactions occur.

Any refunds of cryptocurrency transactions are subject to DeviantArt's sole discretion.

Services Fees

Your use of Cryptocurrency Payment Services is subject to certain fees and exchange rates ("**Service Fees**"), which may be modified from time to time. For more information, see here. The Service Fees shall be deducted from your DeviantArt Earnings Account. All Service Fees are non-refundable.

Certain transactions (e.g., underpayment and overpayment of cryptocurrency transactions) may be subject to additional fees by the Cryptocurrency Payment Services provider. In the case of BitPay, please refer to the following article for additional information.

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- a. The DeviantArt Protect service is limited to detecting potentially similar or near-identical images to your images identified on DeviantArt or various blockchains (for more details on the specific platforms scanned, see our <u>updated list</u>). There might be other similar images that we will not detect, and therefore, we encourage you to keep track of existing works on different platforms.
- b. To use DeviantArt Protect, you will need to open an account with DeviantArt, and agree to these terms and to the DeviantArt general privacy policy.
- c. For images eligible for the DeviantArt Protect service, when a potential infringement is identified, we will send you a notice via email or via platform notification, of any potential similar image found. Upon receiving such a notice, you may choose if you wish to take action regarding such images or not (for example, by filing a DMCA takedown notice).

- d. We will not cause or initiate any legal procedures with respect to the similar images. If you believe that one of our results is infringing upon your image, we encourage you to enter the relevant platform, and submit a takedown notice independently. DeviantArt will not be responsible, in any event, for such procedures. All results are indicating some similarity, but in no event will we determine or suggest if such work is indeed infringing or not.
- e. DeviantArt Protect for images uploaded to Sta.sh:
 You can upload up to 10 images and up to 2GB for free coverage by the DeviantArt
 Protect service. To receive coverage of the DeviantArt Protect service for any additional
 images, you will need to upgrade for a relevant Core Membership. Find out more about
 our membership, pricing, storage and plans here.
- f. DeviantArt Protect for images published on DeviantArt as deviations:

 For Core Members, we provide the DeviantArt Protect service for all images published as deviations. For non-Core users, we offer the DeviantArt Protect service for 90 days as of the day when the image was submitted as a deviation.

24. Data Scraping & Machine Learning Activities

DeviantArt is a community of creators that invests significant time and resources to protect its users and foster a cooperative and collaborative environment. Out of respect for its users' choices, DeviantArt has developed clear directives to communicate when its users do not consent to their Content being downloaded and used by third parties for the purposes of developing or operating artificial intelligence or other machine learning systems ("Artificial Intelligence Purposes"). Unless you actively give your consent, for Artificial Intelligence Purposes, DeviantArt will include a robots meta tag with the "noai" or "noimageai" directive in the head section of the HTML page associated with that Content on the Site, and will include an X-Robots-Tag HTTP response header with the "noai" directive when media files associated with that Content are downloaded from the Service. DeviantArt encourages adoption of these directives across other creative platforms, so that creators are able to share their artistic creations with online audiences without fear of losing control of their own works.

DeviantArt expects all users accessing the Service or the Site to respect creators' choices about the acceptable use of their Content, including for Artificial Intelligence Purposes. When a DeviantArt user does not consent to third party use of their Content for Artificial Intelligence Purposes, other users of the Service and third parties accessing the Site are prohibited from using such Content (labeled as "noai" and/or "noimageai") (i) to train an artificial intelligence system, (ii) as input into any previously trained artificial intelligence system, or (iii) to make available any derivative copy unless usage of that copy is subject to conditions at least as restrictive as those set out here. Automated systems or users that fail to respect these choices will be considered to have breached these Terms.

DeviantArt provides no guarantees that "noai" or "noimageai" directives will be present each time Content is accessed, even if the creator does not consent to use of that Content for Artificial Intelligence Purposes; and absence of such directives does not imply creator consent has been granted.

Users acknowledge that by uploading Content to DeviantArt, third-parties may scrape or otherwise use their works without permission. DeviantArt provides no guarantees that third parties will not include certain Content in external data sources, or otherwise use a creator's work for Artificial Intelligence Purposes, even when such directives are present. By prohibiting such conduct, DeviantArt makes no guarantees that it will pursue each unauthorized use of the Service, and the owners of the works are responsible for policing their own works to the extent permitted by law.

DeviantArt, Inc. Privacy Policy

Policy last updated: January 12, 2021

DeviantArt respects your privacy and is fully committed to protect your personal information and use it properly and in compliance with data privacy laws.

This Privacy Policy applies to our web sites, including www.deviantart.com, sta.sh, and our DeviantArt mobile applications (collectively, the "DeviantArt Sites" or "Sites"). This Privacy Policy explains what information we (together with our affiliated companies worldwide) collect and use pertaining to each of our Account holders and non-Account holders (such as Site visitors) through the Sites, how we use that information, and what choices you have with respect to the information we collect about you. The Sites and our services available via the Sites are collectively called the "Services".

Please take a few moments to read this Privacy Policy <u>before</u> you access or use the Services. By using or accessing the DeviantArt Sites, you acknowledge that you have read and fully understood this Privacy Policy and our Terms of Service and that they both apply to your use of the Services. If you do not read and fully understand this Privacy Policy, please do not use the Sites or Services. This Privacy Policy is not intended to override the terms of any contract you have with us, nor any rights you might have under applicable data privacy laws. Where you have read this policy but would like further clarification, please contact us at help@deviantart.com.

1. What information do we collect?

To provide you the Services, we may collect personal information relating to an identified or identifiable natural person ("Information").

We collect Information in order to provide, operate and improve our Sites and Services, to administer your use of the Site or Services (including your Account, as defined below), and to enable you to enjoy and easily navigate our Site and Services. Additionally, we collect your information, among other reasons stated below, to provide you with ongoing customer assistance and technical support, and to enhance our data security and fraud prevention capabilities.

1.1. Information you provide us:

When you register for our Services and create a DeviantArt account via the DeviantArt Sites (an "Account"), when you register for special services (e.g., the Print Program, Premium Content), sign up for e-mail newsletters and purchase products or services, information you include in your communications with us, we collect certain information such as your name, age/date of birth, postal address, telephone number, e-mail address, details regarding connected third-party accounts (such as the e-mail or username for a connected PayPal, Google or Facebook account), credit card information (if you use certain of our features and services).

If you create your Account using your login credentials from a third party site or service, we'll be able to access and collect your name and email address and other data that your privacy settings

on that third party site or service permit us to access but we don't receive or store passwords for those third party sites and services.

Your Address Book. We may ask users for access to the address books on their mobile devices, so that we may connect Account holders, however we will not access your address book without your permission to do so.

1.2. Information collected through your use of the Site or Services.

When you are visiting or using our Site or Services, including when you browse the Site or a User Account, edit your Account and upload information and content, and/or download and use any Site feature or services, we are aware of it and will usually gather, collect and record such uses, sessions and related information, either independently or with the help of third-party services as detailed herein, including through the use of "cookies" and other tracking technologies, as further detailed in section 5, below.

Our servers automatically collect and record certain information about how a person uses our Services (we refer to this information as "Log Data"), for both Account holders and non-Account holders (such as Site visitors) (both will be referred to as a "User"). Log Data may include information such as a User's Internet Protocol (IP) address, mobile device identifier, browser type, operating system, the pages or features of our Services to which a User browsed and the time spent on those pages or features, search terms, the links on our Services on which a User clicked, the friends of Account holders who also use the Services, purchases made by the User, how often Users click on our advertisements, which files are downloaded most frequently, and which areas of our Site are the most popular and other statistics. We also collect certain information that your mobile device sends when you use our Services, including user settings, the operating system, as well as information about your use of our Services. We use this information to administer the Services and we analyze (and may engage third parties to analyze) this information to further develop, improve and enhance the Services by expanding their features and functionality and tailoring them to our Users' needs and preferences, and to make recommendations.

1.3. Information we collect from other sources

If you create your Account using your login credentials from a third party site or service, we'll be able to access and collect your name and email address and other data that your privacy settings on that third party site or service permits us to access but we never receive or store passwords for those third party sites and services. We cannot delete or change any Information that is stored on third party sites and services.

In addition, We may receive information about you from third-party sources, such as (i) security providers, fraud detection and prevention providers to help us screen out Users associated with fraud, and (ii) advertising and marketing partners in order to monitor, manage and measure our ad campaigns.

2. How do we use such information?

- 2.1. We use your information for the following purposes: to provide and operate the Services; to enhance our data security and fraud prevention capabilities; To create aggregated statistical data and other aggregated and/or inferred information, which we may use to provide and improve our respective Services; to customize advertising and content available on the DeviantArt Sites, to send you service-related notices and promotional information about products and services that may be of interest to you and/or to conduct research for internal purposes; to help us in updating, expanding and analyzing our records to identify new Users; to facilitate, sponsor, and offer certain contests, events, and promotions, monitor performance, contact winners, and grant prizes and benefits; and to comply with any applicable laws and regulations.
- 2.2. We will only use your Information for the purposes set out in Section 2 where you give us your permission and/or we are satisfied that:
- a. our use of your Information is necessary to perform a contract or take steps to enter into a contract with you (e.g. to provide you with Services, to provide you with our customer assistance and technical support), or
- b. our use of your Information is necessary to comply with a relevant legal or regulatory obligation that we have, or
- c. our use of your Information is necessary to support legitimate interests that we have as a business (for example, to maintain and improve our Services by identifying user trends and the effectiveness of our promotional campaigns and identifying technical issues), provided it is conducted at all times in a way that is proportionate, and that respects your privacy rights

3. How we share your information?

We may share your information with service providers and others (or otherwise allow them access to it) in the following manners and instances:

- 3.1. Third Party Service Providers: We may share Information as well as aggregated information that we collect with third party service providers whose services and solutions complement, facilitate and enhance our own. These include but are not limited to hosting and server colocation services, communications and content delivery networks (CDNs), data and cyber security services, billing and payment processing services, fraud detection and prevention services, industry analysis, web analytics, e-mail distribution and monitoring services, session recording and remote access services, performance measurement, data optimisation and marketing services, content providers, and our legal and financial advisors (collectively, "Third Party Services")
- 3.1.1. We may share information with Third Party Services for a business purpose such as identifiers, commercial information and other categories as listed in Section 1.

- 3.2. Information Disclosed for Our Protection and the Protection of Others. Where permitted by local data protection laws, we will disclose Information when required by law or under the good-faith belief that such disclosure is necessary in order to conform to applicable law, comply with subpoenas, court orders or legal process served on DeviantArt, to establish or exercise our legal rights or defend against legal claims, and to protect the property or interests of DeviantArt, its agents and employees, personal safety, or the public. Under these circumstances, DeviantArt may be prohibited by law, court order or other legal process from providing notice of the disclosure, and DeviantArt reserves the right under those conditions not to provide notice in its sole discretion.
- 3.3. Parent Companies, Subsidiaries and Affiliated Companies. We may share Information internally within our family of companies, for the purposes described in this Privacy Policy. For example, we may share your Information with Wix.com Inc., our U.S.-based parent company, or Wix.com Ltd., our Israel based parent company, in the course of facilitating and providing you with our Site or Services. In addition, should we, Wix or any of its affiliates undergo any change in control, including by means of merger, acquisition or purchase of substantially all of its assets, your Information may be shared with the parties involved in such event.
- 3.4. *APIs*. We offer APIs for use by third parties to access various features of our Services and content on our Sites. Some APIs will be used by third parties to access and use your Information with the third parties' services however, your Information will not be accessed and used by a third party API user without your consent. We also offer APIs to some of our third party service providers to assist with provision of services to us, such as, but not limited to, credit card processing and shipping fulfillment services, and those third party API users will access and use your Information only in order to provide services to us for you, as noted above under "*Third Party Service Providers*".
- 3.5. Information We Disclose with Your Consent or at Your Request. We will share your Information with third-party websites or platforms, such as social networking sites, if you have expressly requested that we do so.
- 3.6. Social Media Features and Framed Pages: Our Services include certain Social Media features and widgets, such as the "Facebook Like" button, the "Share this" button or other interactive mini-programs ("Social Media Features"). These Social Media Features may collect information such as your IP address or which page you are visiting on our Sites, and may set a cookie to enable them to function properly. Social Media Features are either hosted by a third party or hosted directly on our Services. Your interactions with these third parties' Social Media Features are governed by their policies and not ours.

For the avoidance of doubt, we may share your Information in manners other than as described above, pursuant to your explicit approval, or if we are legally obligated to do so.

4. Where do we store your information?

- 4.1. Information of Account holders and non-Account holders may be maintained, processed and stored by us and our authorized affiliates and service providers in the United States of America, in Europe (including in Ukraine), in Israel, and in other jurisdictions as necessary for the proper delivery of our Services and/or as may be required by law (as further explained below).
- 4.1.1 Jobs Applicants Information will be maintained, processed and stored in the United States and Israel, in the applied position's location(s).
- 4.1.2. Our parent company, Wix.com Ltd. is based in Israel, which is considered by the European Commission to be offering an adequate level of protection for the Information of EU Member State residents.
- 4.1.3. Our affiliates and service providers that store or process your Information on our behalf are each contractually committed to keep it protected and secured, in accordance with industry standards and regardless of any lesser legal requirements which may apply in their jurisdiction.
- 4.2. Transfer of EU Personal data: If you are located in Europe, when we will transfer your Personal Information to the United States or anywhere outside Europe, we will make sure that (i) there is a level of protection deemed adequate by the European Commission or (ii) that the relevant Model Standard Contractual Clauses are in place. DeviantArt participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. We are committed to subjecting all Information received from European Union (EU) member countries and Switzerland, respectively, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield List, https://www.privacyshield.gov.

5. Use of Cookies and Similar Technologies

- 5.1. A cookie is a small file of letters and numbers downloaded on to your computer when you access certain websites. In general, cookies allow a website to recognize a user's computer. The most important thing to know about cookies placed by DeviantArt is that they make our website a bit more user-friendly, for example, by remembering site preferences and language settings.
- 5.2. Cookies should be divided in two types:
- 5.2.1. "First-party cookies" Cookies that are placed by DeviantArt
- 5.2.2. "Third-party cookies" Cookies that are placed and used by Third Party Service Providers
- 5.3. We also use other technologies with similar functionality to cookies, such as web beacons, pixels, and tracking URLs, to obtain Log Data (as described in the Privacy Policy). For example, our email messages may contain web beacons and tracking URLs to determine whether you have opened a certain message or accessed a certain link.

- 5.4. Duration: Depending on their function, Cookies may have different durations. There are session cookies and persistent cookies:
- 5.4.1. Session cookies only last for your online session. It means that the browser deletes these cookies once you close your browser
- 5.4.2. Persistent cookies stay on your device after the browser has been closed and last for the period of time specified in the cookie
- 5.5. Categories: The cookies used on our website fall into one of four categories: Essential, Analytics, Functional and Marketing.
- 5.5.1. *Essential Cookies* let you move around the website and use essential features like secure and private areas.
- 5.5.2. *Analytics cookies* let us understand how you use our website (e.g. which pages you visit and if you experience any errors). These cookies are essential to us being able to enhance and maintain our platform.
- 5.5.3. *Functional cookies* are cookies used to remember choices users make to improve their experience.
- 5.5.4. *Marketing cookies* are used to collect information about the impact of our marketing campaigns performed in other website on users and non-users. These cookies are only used on DeviantArt owned sites under *deviantart.com

Please check out the table below to receive information about the type, categories, purpose and duration of cookies placed by DeviantArt and Third Party Service Providers

Туре	Name	Purpose	Duration		
Cookie	auth	Identify logged users	1 month	Essential	
Cookie	auth_secure	Security	never	Essential	
Cookie	userinfo	Identify logged users	1 month	Essential	
Cookie	td	image grid sizing for SSR (eclipse)	session	Essential	
Cookie	tw	image grid sizing for SSR (green site)	7 day	Essential	
Cookie	hubtoken	websocket push messages	session	Essential	
Cookie	tpc	Oauth login for stash	session	Essential	

Туре	Name	Purpose	Duration	
Cookie	vd	Used for Advertising	1 month	Marketing
Local Storage	chatDB	Allow chat feature	persistent	Essential
Local Storage	console_dapi_recent, console_recent	Recently used endpoints list in API developer console	persistent	Analytics
Local Storage	custombox.recent.colors	Remembers colors used in custom boxes	persistent	Functional
Local Storage	FilmQuality	Allow the use of player settings	persistent	Essential
Local Storage	statusUpdateSubmitCounter	Number of status updates submitted via eclipse	persistent	Functional
Local Storage	intents, intents_other	List of signup intents selected by user	persistent	Essential
Third Par	rty Cookies:	1		

Туре	Name	Third party	Purpose	Durati on	
Beaco n and Cooki e	pyhd	PerimeterX (https://www.perimeterx.com/legal/priva	Security	1 y	Essentia 1
Beaco n and Cooki e	_ga, _gat, _gid,	Google Analytics(https://policies.google.com/privacy?hl=en-US)	Analytics	2y	Analytic s
Beaco n and Cooki e	r/collect	Google Doubleclick Ads (through Google Analytics)https://policies.google.com/privacy?hl=en-US	Analytics	session	Marketi ng
	large number, varies	Google Doubleclick Ads and other Ads networks https://policies.google.com/privacy?hl=en-US	Advertisi ng	varies	Marketi ng

Туре	Name	Third party	Purpose	Durati on	
Cooki e					
Beaco n and Cooki e	JSESSIONID	New Relic (https://newrelic.com/termsandconditions /privacy)	System Monitori ng	session	Essentia l
Script and Cooki e	TS#, XSRF- TOKEN	Wix.com https://www.wix.com/about/privacy	Security	session	Essentia l
Cooki e	frog.wix.com	Wix.com https://www.wix.com/about/privacy	Identify logged users	persiste nt	Essentia l
Script and Cooki e	fed ,fedops.logger.sessi onId	Wix.com https://www.wix.com/about/privacy	System monitori ng	persiste nt	Essentia l
Stora	debug, debugpanel-height, debugpanel-tab, debugpanel-visible	Wix.com https://www.wix.com/about/privacy	System Monitori ng	persiste nt	Essentia l
Local	firebase:host:wix- engage-visitors- prod- 27.firebaseio.com	Wix.com	Allow the Chat feature	persiste nt	Essentia l

Your Choices

You can change your cookie settings by clicking this link.

Alternatively, it is also possible to stop your browser from accepting cookies altogether by changing your browser's cookie settings. You can usually find these settings in the "options" or "preferences" menu of your browser.

Please note that deleting our cookies or disabling future cookies or tracking technologies may prevent you from accessing certain areas or features of our Services or may otherwise adversely affect your user experience.

6. Communications:

- 6.1. *Promotional Messages*: We may use your Information to send you promotional content and messages by e-mail, text messages, notifications within our platform, marketing calls and similar forms of communication from DeviantArt or our partners (acting on our behalf) through such means. If you do not wish to receive such promotional messages or calls, you may notify DeviantArt at any time or follow the "unsubscribe" or STOP instructions contained in the promotional communications you receive.
- 6.2. Service and Billing Messages: We may also contact you with important information regarding our Services, or your use thereof. For example, we may send you a notice (through any of the means available to us) if a certain Service is temporarily suspended for maintenance; reply to your support ticket or e-mail; send you reminders or warnings regarding upcoming or late payments for your current or upcoming subscriptions; forward abuse complaints regarding your Account; or notify you of material changes in our Services.

It is important that you are always able to receive such messages. For this reason, you are not be able to opt-out of receiving such Service and Billing Messages unless you are no longer a DeviantArt User (which can be done by deactivating your Account).

7. Your rights in relation to your information

- 7.1. It is imperative that you will have control over your Information. That is the reason why we are taking reasonable steps in order to enable you to access, receive a copy of, update, amend, delete, or limit the use of your Information.
- 7.2. We may ask you for additional information to confirm your identity and for security purposes, before disclosing the requested data to you. We reserve the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive.
- 7.3. You have the right to lodge a complaint with your local supervisory authority for data protection (but we still recommend you to contact us first).
- 7.4. For all DeviantArt Users, if you may review and amend your Information by logging in and navigating to your <u>Settings page</u> on the website. Once there, you may modify information that is incorrect and delete certain information from your profile. You can also change your permission settings for us to send you e-mail newsletters.
- 7.5. For all DeviantArt Users, if you wish to **retrieve your DeviantArt Account data** or **permanently delete your DeviantArt data**, please follow the instructions provided in the following article: https://www.deviantart.com/settings/gdpr/.

- 7.6. In addition, feel free to contact us online, or mail your request (see <u>Section 15</u>). We will make all reasonable efforts to honor your request promptly (unless we require further information from you in order to fulfil your request), subject to legal and other permissible considerations.
- 7.6.1. Please note that permanently deleting your Account erases all of your information from our databases. After completing this process, you can no longer use any of your Services, your Account and all its data will be removed permanently, and we will not be able to restore your Account or retrieve your data in the future. If you contact DeviantArt Support in the future, the system will not recognize your Account and support agents will not be able to locate the deleted Account.

8. Additional Information for California residents

- 8.1. If you are a California resident using the Services, the California Consumer Privacy Act ("CCPA") may provide you the right to request access to and deletion of your information.
- 8.2. In order to exercise the right to request access to and deletion of your Information, please see the information on the section 7, above.
- 8.3. DeviantArt does **not** sell user Information to third parties for the intents and purposes of the CCPA.
- 8.4. Users of the Services who are California residents and under 18 years of age may request and obtain removal of content they posted by emailing us at <help@deviantart.com>. All requests must be labeled "California Removal Request" on the email subject line. All requests must provide a description of the content you want removed and information reasonably sufficient to permit us to locate that content. We do not accept California Removal Requests via postal mail, telephone, or facsimile. We are not responsible for notices that are not labeled or sent properly, and we may not be able to respond if you do not provide adequate information. Please note that your request does not ensure complete or comprehensive removal of the material. For example, materials that you have posted may be republished or reposted by another user or third party.

9. Data Retention

We may retain your Information for as long as your Account is active, as indicated in this Privacy Policy or as otherwise needed to provide you with our Services.

We may continue to retain such Information even after you deactivate your Account and/or cease to use any particular Services, as reasonably necessary to comply with our legal obligations, to resolve disputes regarding our Users, prevent fraud and abuse, enforce our agreements and/or protect our legitimate interests. Where your Information is no longer required, we will ensure it is securely deleted.

10. Security

- 10.1. We have implemented security measures designed to protect the Information you share with us, including physical, electronic and procedural measures. Among other things, we offer HTTPS secure access to most areas on our Services; the transmission of sensitive payment information (such as a credit card number) through our designated purchase forms is protected by an industry standard SSL/TLS encrypted connection; and we regularly maintain a PCI DSS (Payment Card Industry Data Security Standards) certification. We also regularly monitor our systems for possible vulnerabilities and attacks, and regularly seek new ways and Third Party Services for further enhancing the security of our Services and protection of our visitors' and Users' privacy.
- 10.2. Regardless of the measures and efforts taken by us, we cannot and do not guarantee the absolute protection and security of your Information, or any other content you upload, publish or otherwise share with us or anyone else. We therefore encourage you to set strong passwords for your User Account, and avoid providing us or anyone with any sensitive information which you believe its disclosure could cause you substantial or irreparable harm.
- 10.3. If you have any questions regarding the security of our Services, you are more than welcome to contact us at security-report@deviantart.com.

11. Third-Party Websites

Our Services may contain links to other websites or services. We are not responsible for such websites' or services' privacy practices. We encourage you to be aware when you leave our Services and to read the privacy statements of each and every website and service you visit before providing your information. This Privacy Policy does not apply to such linked third party websites and services which are subject only to the third party policies.

12. Your Profile Page

- 12.1. Please note that when you create an Account, your profile page will display your Account user name and certain statistics regarding your own use of the Services, including but not limited to, the date you became an Account holder, the categories of materials you posted and how long ago you last visited the Sites. It will also display information about the Account holders who visit your profile page including the names of those Account holders who follow you (if the Account holder has permitted such display), and the number of visitors to, and views of your profile page or pages containing content you have submitted.
- 12.2. Any information or content that you post to your profile page, or to any Groups which you are a part of, chat rooms or forums will be publicly accessible by Users so please exercise your good judgment before you post. The name you choose when creating your Account is visible to all Users of the Services. If you visit another Account holder's profile page, your user name will appear on that page. DeviantArt does not control, and is not responsible for, the use of any information or content that you have exposed to the public through your use of the Services. You may use the tools we make available via the Services to make decisions about what information about you, including Information, will be visible on your profile page and on the profile pages of

other Account holders that you visit. Please note accounts can be created either by individuals or companies. Note that in some cases, we may not be able to remove your Information from such areas.

13. Questions and Complaints

- 13.1. If you have any questions or concerns about our collection, use or disclosure of information, or if you believe that we have not complied with this Privacy Policy or applicable data protection laws, please contact us our details are set out at the end of this Privacy Policy.
- 13.2. Our Data Protection Officer team will investigate the complaint and determine whether a breach has occurred and what action, if any, to take. We take every privacy complaint seriously and will make all reasonable efforts to resolve your complaint promptly and in accordance with applicable law.

14. Updates and Interpretation

- 14.1. We may update this Privacy Policy as required by applicable law, and to reflect changes to our information collection, usage and storage practices. In relation to any updated Privacy Policy, we will, as required by applicable law, notify you, seek your consent and/or take any other measures. We encourage you to periodically review this page for the latest information on our privacy practices.
- 14.2. Any heading, caption or section title contained herein, and any explanation is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way

15. Contacting Us

If you have questions about this Privacy Policy or our policies or wish to exercise any of your rights as described, please contact our DPO team at:

DeviantArt, Inc.

7111 Santa Monica Blvd, Ste B, PO Box 230 West Hollywood, CA 90046 Email: help@deviantart.com

For the purposes of GDPR (Article 27), you may contact our EU representative at:

Wix Online Platforms Limited 1 Grant's Row Dublin 2 D02HX96, Ireland