1. Acceptance of Terms

Welcome to Galiara and thank you for reviewing our Terms of Use. These Terms of Use apply to your use of the web site and services (the "Site") owned and operated by galiara.com (collectively, “Galiara”," or "we," "us," or "our").

2. We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

3. The Services

The Website may provide communication tools such as image galleries, administration areas, email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities (‘the Services’) designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

4. Child Supervision

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Website/Services you are allowing your child access to all of the Services. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself of your children via any of the Services.

5. Privacy Policy

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the USA. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.

6. In the member’s admin area, where stated, certain personal information entered will be posted in the members gallery within the Website. This information is: name, country of residence and email address. galiara.com or any companies associated with galiara.com cannot be held responsible for unsolicited email or ‘spam’ sent to a member's published email address. If you do not wish to have your email address published we can arrange an alternative.

7. User Account, Password and Security

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach

of security. In no event will galiara.com or any companies associated with galiara.com be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

8. Acceptable Use

– You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ('the Content'), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Website/Services you may be exposed to Content that is offensive and/or indecent. galiara.com or any companies associated with galiara.com will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

9. – In using the Website/Services you agree not to:

1. Use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
2. Post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
3. Post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
4. Threaten abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
5. Use any information or material in any manner that infringes any copyright, trademark patent or other proprietary right of any party;
6. Make unavailable or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;
7. Collect or store personal information about others, including email addresses;
8. Advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
9. Impersonate any person or entity for the purpose of misleading others;
10. Violate any applicable laws or regulations;
11. Use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
12. Post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
13. Attempt to gain unauthorized access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

14. We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.
15. Links To Third Party Websites

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that galiara.com or any companies associated with galiara.com is not responsible for the content or availability of any such sites.

16. Indemnity
17. You agree to indemnify and hold galiara.com or companies associated with galiara.com harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against galiara.com or any companies associated with galiara.com by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by galiara.com or companies associated with galiara.com in consequence of your breach of these Terms and Conditions.
18. Disclaimers and Limitation of Liability

1. Use of the Website/Services is at your own risk. The Website/Services are provided on an ‘AS IS’ and ‘AS AVAILABLE’ basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
2. To the extent permitted by law, galiara.com and companies associated with galiara.com will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.
3. Galiara.com or companies associated with galiara.com makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
4. Galiara.com or companies associated with galiara.com is not responsible in any way for any artwork sales that you or third parties may engage in.
5. Galiara.com or companies associated with galiara.com reserve the right to refuse use of the Services.
6. Galiara.com or companies associated with galiara.com reserve the right to refuse or remove images or text posted on the Website.

7. Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

8. Governing Law

These Terms and Conditions shall be governed by and construed on accordance with the law of the USA and you hereby submit to the exclusive jurisdiction of the American (USA) courts.

9. Showing at the Gallery

Becoming an online member with Galiara, does not guarantee a showing at the gallery, located at 863 Mission Street San Francisco. The selecting board is the only approved body that is allowed to select artists who will show their art at the Gallery. The board will do the selections of artists based on a checklist of quality points.