



TERMS OF SERVICE

Welcome to Color+City!

1. Overview

- 1.1. This document regulates the use of **Color+City** available to the user through the web address <http://www.colorpluscity.com>.
- 1.2. This service is provided by CUBOCC Publicidade Ltda., a Brazilian company which is headquartered in São Paulo, SP, Brazil.
- 1.3. **Color+City** is an application that aims to bring together artists and people that own external spaces in their properties and would like to have these areas filled with an artistic intervention, serving as a tool of contact between these people, all as detailed below in item 3.
- 1.4. Access to **Color+City**, and the use thereof, including the provided content and services are subject to these Terms of Service. If user does not agree or accept, without limitation or modification of these Terms, he shall not use or access **Color+City**.

2. References

- 2.1. To make communication clear in these Terms of Service, some references were standardized, and whenever the items below are mentioned in this document, the meaning shall be the following:

Color+City – is a tool accessible for internet through the web address <http://www.colorpluscity.com> where the services provided herein shall be made available to the user;

CUBOCC - maintainer of **Color+City**;

USER – person who uses the services provided on **Color+City** and make areas available to receive artistic intervention;

TERMS – this Terms of Service with rules and definitions that regulate the activities and services of **Color+City**;

ARTIST – artist who intends to create work of art in certain spaces of properties provided by USERS;

PINS - bullets that identify the locations of the properties on the map.

3. Mechanics of Color+City

- 3.1. **Color+City** is offered to consultation and free access, in which anyone who fits the requirements set out in these Terms, with internet access, disposing of the necessary equipment and programs, may explore the provided content and services, being therefore considered a USER.
- 3.2. For the purpose of participating in **Color+City** USER must access the web address <http://www.colorpluscity.com>, choose whether to register himself as the holder possession of the property and authorize the execution of art somewhere outside this property, or as the artist looking for some area to perform his artistic intervention.
- 3.3. Then USER must perform his authentication through his Google+ Account in order to register his personal data in **Color+City**.

- 3.4. USER will then see a map containing bullets shaped as PINS, which are indications on the map that define the following:
- **Available PINS** - spaces authorized by the holder possession of the property to receive work of art and that have not been reserved by any artist before;
 - **Reserved PINS** - spaces reserved by an artist to create his work of art and that are no longer available for other artists;
 - **Finalized PINS** - spaces in which works of art have already been made and are now finalized by the artists
- 3.5. USER must create new PINS to inform each property available for some artistic intervention, and interact with existing PINS for more information about the available space in that location. USER may also upload photos and / or videos of spaces where artistic interventions are finalized.
- 3.6. Any USER may provide outdoor area of his property to receive work of art, in order to do so USER must locate on the map the address of his property, upload pictures of the place (which is not mandatory), agree to these Terms and then click save.
- 3.7. USER may only provide areas for works of arts of a property he owns or holds possession, being USER solely responsible for any infringement of third party rights that it might entail.
- 3.8. In the event of being the provided area owned by a collectivity, for example buildings, the person who must authorize the implementation of art shall be the one who holds the power to make such concession.
- 3.9. The area provided to receive work of art must be external, visible to public via, it may not be an internal area of the property nor an area without visual access by public vias.
- 3.10. After creating a PIN which shows an area to receive the art, USER will get an email confirming such registration.
- 3.11. USER who has registered an area in **Color+City** may edit/delete the PIN, or edit its status at any time, even after a reservation had been made by any artist, including being able to cancel that reservation.
- 3.12. ARTISTS may reserve spaces to perform their works of art, to do so they must find a PIN on the map that corresponds to a location of their choice, and such PIN must be available, after that they must login through their Google+ accounts and reserve the space.
- 3.13. After the reservation has been made, ARTIST and USER will receive an email that states such reservation, brings contact information and instructions about the best way to proceed, as well as a sample of an authorization form of artistic production that **Color+City** provides already with personal information and data of the registered property.
- 3.14. **Color+City** does not have any connection in the relationship between private individuals, ARTISTS and USERS, serving only as an instrument of approximation thereof, and providing subsidies to formalize their relationship. Formalization of the term of authorization is only stimulated by **Color+City** in order to give more legal certainty to those who have made contact through this service.
- 3.15. Reservation of each space is valid for 30 (thirty) days, if after this period there is no communication that work of art has been performed, or has been started, such reservation is automatically canceled, and the space becomes available again for other artists.
- 3.16. Reservation may be renewed by ARTIST for another 5 (five) days.
- 3.17. **Color+City** is not responsible for providing or funding of any equipment or material that ARTIST might need to perform his work.
- 3.18. ARTIST may not perform works of art that are contrary to local law, which offend morality, incite violence or addictions, contain funeral images, or that in any way are disrespectful and aggressive to third parties and the public in general that will appreciate such works.
- 3.19. ARTIST may finalize his reservation after the production of artistic intervention is done, and he may even associate images and videos to the finalized PIN.

- 3.20.** USER or ARTIST may report an area made available in **Color+City**, explaining the reasons why that area is considered ineligible for **Color+City**.
- 3.21.** This activity is exclusively cultural, and of free use, not containing any kind of reward or advantage for USERS, working just to bring together ARTISTS and USERS in order to encourage the production of art for the purpose of beautifying the urban landscape, and contribute to a better quality of life for the local population.
- 3.22.** First spaces provided in **Color+City**, which are available since the launch of this service, will be managed through the administrator's profile of the service, under the responsibility of CUBOCC, without removing the character of direct relationship between ARTIST and USER, serving only as a way of facilitated communication, if USERS do not have a Google+ account.

4. Acceptance of Terms

- 4.1.** Before accepting the present Terms and use the services provided on **Color+City** USER must read these Terms, being such use of the services provided on **Color+City** necessarily dependent on the full agreement of these Terms.

5. Use of Color+City by USERS and ARTISTS

- 5.1.** Both USER and ARTIST agree to use **Color+City** only for purposes that are permitted by these Terms, with no disrespect to any legislation.
- 5.2.** USER/ARTIST agrees not to access (nor attempt to access) **Color+City** by any means other than through the interface provided in <http://www.colorpluscity.com>
- 5.3.** USER/ARTIST agrees not to engage in any activity that interferes with or disrupts the functioning of **Color+City**.
- 5.4.** USER/ARTIST agrees not to use **Color+City** nor any information available on it for commercial purposes, being free the private and particular use of it.
- 5.5.** USER/ARTIST agrees to be solely responsible for any breach of his obligations set out in these Terms or by law, and may be considered liable, if applicable, according to his noncompliance.
- 5.6.** It is strictly prohibited to use **Color+City** and the information provided on it for the purpose of obtaining self benefit or benefit to others, either by collecting data, or even by using resources and tools available to USER.
- 5.7.** USER/ARTIST declares that the information in his Google+ account are true and his own, with no plagiarism or offense to third party rights, being USER/ARTIST responsible for his profile and information.
- 5.8.** USER may only provide areas for work of art in properties that he owns, or that he has the power to grant such concession, being his sole responsibility any offense to third party rights arising from his actions.
- 5.9.** USER/ARTIST agrees not to use **Color+City** in a way he might offend values and morals, or induce third parties to errors with inaccurate, false or misleading information.
- 5.10.** USER/ARTIST may not, nor may allow someone to copy, modify, create a derivative work, perform reverse engineer, decompile or otherwise attempt to extract the source code of **Color+City**.
- 5.11.** Any content and service available in **Color+City** is of exclusive property of CUBOCC, which holds all copyrights, licensing and intellectual property rights, trademark and/or patent relating thereto. Any violation of property rights and related rights shall result in direct and personal responsibility of the USER in charge, who shall respond for his acts according to the law, with the application of appropriate sanctions in civil and criminal areas.

6. User and artist account security

- 6.1. USER/ARTIST is responsible for his account, including his password on Google.
- 6.2. USER/ARTIST is solely responsible for all activities that occur on his Google+ account.
- 6.3. Any personal and/or confidential information obtained from the USER's Google+ account shall not be disclosed to third parties, except in compliance with a court order or expressly established by law, according to **Color+City** Privacy Policy.
- 6.4. At anytime may **Color+City** content and tools be modified, without prior notice to USERS and ARTISTS. These changes shall be automatically bound and subject to these Terms.

7. Termination of the relationship between user or artist with Color+City

- 7.1. These Terms shall apply while **Color+City** service is available.
- 7.2. If USER/ARTIST desires to terminate the relationship with **Color+City** because of these Terms, he may do so simply by not accessing and using **Color+City**.
- 7.3. **Color+City**, by decision of CUBOCC, may at any time terminate the relationship with USER/ARTIST in consequence of accepting these Terms, without prior notice nor explanation to USER/ARTIST.
- 7.4. When these Terms come to an end, all rights, obligations and responsibilities that USERS/ARTISTS have taken and accumulated while under these Terms, or that explicitly must continue in force, shall not be affected by this termination and shall continue to be applied indefinitely.
- 7.5. In the event of **Color+City** termination, in full or in part, CUBOCC shall not be obligated to maintain, supply, return or refund, any kind of content, data or information revealed by USERS or ARTISTS.

8. Exclusion of guarantees and responsibility

- 8.1. USERS and ARTISTS understand and agree, expressly, that the use of **Color+City** is spontaneous and occurs at their own risk.
- 8.2. **Color+City** does not guarantee that:
 - I - service meets USER/ARTIST expectations;
 - II - access to **Color+City** will be uninterrupted, timely, secure and exempt from errors;
 - III - access to **Color+City** will be free of miscommunication.
- 8.3. CUBOCC will not be held liable for any loss or damage which may be related to:
 - (a) any changes that CUBOCC might make on **Color+City**;
 - (b) elimination, corruption or failure to store any content or communication data maintained or transmitted through **Color+City** by USER/ARTIST;
 - (c) lack of maintenance by USER/ARTIST to security and confidentiality of credentials to access his Google+ account;
 - (d) actions or omissions exclusively made by USER/ARTIST or third parties.
- 8.4. CUBOCC, as maintainer of this service, is not responsible for the material and the production art, nor for the relationship between ARTIST and USER, being **Color+City** just a tool of approximation between them.

8.5. Google does not have any connection with these services, and the use of tools of its property are in accordance with the respective Terms of Use.

9. Changes to Terms

9.1. These Terms may be, at any time, regardless of prior notice to USER/ARTIST, modified as determined by CUBOCC and its new version will substitute, in part or totally, the prior one.

10. General Provisions

10.1. These Terms represent the entire agreement between CUBOCC and USER/ARTIST in relation to **Color+City** and substitutes any other prior agreement.

10.2. Any form of violation to these Terms grant to CUBOCC the possibility of deleting USER/ARTIST who has violated this agreement, as well as preventing such USER/ARTIST from re-register himself in **Color+City**.

10.3. The omission or tolerance of CUBOCC in not requiring strict compliance with the terms and conditions of these Terms shall not constitute in any circumstance novation or waiver, nor shall affect its rights, which may be applied at any time.

10.4. If USER/ARTIST desires to contact CUBOCC may do so through the contact service available in **Color+City**.

10.5. **Color+City** is a free service of interactive communication between individuals with the strict purpose of promoting artistic production and shall be governed according to the local legislation where the provided property is located.