

Augmented Art Legal Disclaimers

This legal disclaimer governs your use of the software application LANTERN DP (“Application”) for mobile devices that was created for RAINTREE DEL PRADO LLC, a Delaware limited liability company (“Company”). The Application provides augmented reality experiences with artwork.

I. Collection of Information

This Application does not collect or retain information of its users.

II. Copyright Protections

The images seen in the live art exhibition located at 24501 Del Prado Avenue, Dana Point, California and the virtual art displayed through this Application, as may change from time to time (“Art”), are protected by copyright by the Company as of 2022. All rights reserved. Except as permitted under the principles of "fair use" under U.S. Copyright law, no part of the Art may be reproduced in any form, stored in a database or retrieval system, or transmitted or distributed in any form by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of the Company.

III. Assumption of the Risk

You agree that your use of the Application is solely at your own risk. This includes the choice to view the Art displayed through the Application while you are in public. You must take all reasonable care to be aware of your surroundings. Do not use this Application while you are walking, driving, or standing in a place where vehicles, trains, or bicycles could be moving. By viewing the Application, you have expressly assumed the risk to view the Application in a safe and cautious manner. The Company Parties (as defined below) will not be liable for any damages or injuries to persons arising from the use of this Application.

You agree that the Application is provided on an “as is” and “as available” basis. The Company Parties (defined below) expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Application will meet your requirements, or that the Application functionality will be uninterrupted, timely, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Application or as to the accuracy or reliability of any information obtained through the Application or that defects in the Application will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Application is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Application. No advice or information, whether oral or written, obtained by you from us or through the Application shall create any warranty not expressly made herein.

IV. Limitation of Liability

To the fullest extent permitted by applicable law, in no event will the Company, Raintree-Evergreen LLC, Raintree Partners Management LLC, Greystar California, Inc., Fisherman Labs, LLC., and their respective partners, members, owners, managers, affiliates, officers, directors, agents, employees, attorneys, successors or assigns (collectively, the “Company Parties”) be liable to any person for (a): any indirect, incidental, special, punitive, consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity, personal injuries, or attorneys’ fees and costs) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Company has been advised as to the possibility of such damages or could have foreseen such damages.

V. Changes and Amendments

We reserve the right to modify this Agreement or its policies relating to the Application at any time, effective upon posting of an updated version of this Agreement. Continued use of the Application after any such changes shall constitute your consent to such changes.

VI. Acceptance of These Terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Application you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Application.