

# Terms & Conditions

Nonstock Photography, a start-up of WTF Factory ("Nonstock Photography") maintains this website (the "Website"). Your access to and use of this Website is subject to the following terms and conditions ("Terms and Conditions"). BY CLICKING I AGREE WITH THE TERMS AND CONDITIONS ON THIS WEBSITE (collectively, including all Content available through the nonstock.photography domain name, the "Nonstock website," or "website") YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS (the "Terms of Service"). BY ACCESSING AND BROWSING THE WEBSITE OR USING THE SOFTWARE, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE PROHIBITED FROM USING THE WEBSITE, THE SOFTWARE AND ANY OF THE SERVICES.

## 1. NONSTOCK PHOTOGRAPHY WEBSITE AND NONSTOCK PHOTOGRAPHY SERVICES

These Terms of Service apply to all users of the Nonstock Photography website who agreed to the Terms and Conditions by clicking the checkbox next to Terms and Conditions and submitting the request, including viewers of the website, users and subscribers of the website who are also contributors of content, information, and other materials or services on the website.

1.1 Modification of these Terms and Conditions: Nonstock Photography may at any time revise these Terms and Conditions by posting the amended terms on the Website, such posting shall constitute notice to you. You are bound by any such revisions and the modifications shall be effective upon such posting (unless some other date is specified in the posting, in which case that date shall be deemed the effective date for the modifications). You agree to review these Terms and Conditions periodically so that you are aware of any modifications. Your use of the Website or Software indicates your full acceptance of the Terms and Conditions in their then-current form each time you use the Website or Software. You agree that the notice provisions provided in these Terms and Conditions are reasonable. You may not modify these Terms and Conditions or any of the policies or guidelines governing the Website or Software without Nonstock Photography's express prior written consent.

1.2 Intended Purpose: The intended purpose of the Website ("Intended Purpose") is to provide photography buyers (the "Users") with custom photography solutions/content and original ready-made pictures (the "Offered Content") and online access to display of digital copies of work (the "Promotional Content") from photographers (the "Subscribers"). In addition, the Website may offer certain additional features, resources and services to be used in connection therewith (the "Services") as well as software available for download from the Website (the "Software"). Nonstock Photography does not imply or guarantee the success of the promotional tools or services provided on the Nonstock website. Nonstock Photography does not endorse or warranty the quality of the services of any Nonstock Photography subscriber. Nonstock Photography does offer and mediate the sale of photography or services on behalf of Nonstock Photography subscriber.

1.3 Public Distribution: Nonstock photography offers features that present visual portfolios both for display within the Nonstock website and for display on other, third-party websites via

export features that include, but are not limited to, widgets, components and plug-ins. By placing your work within publicly viewable areas of the Nonstock website, you agree that your work may be distributed and presented outside of the Nonstock website via features that display publicly viewable portfolios originating on Nonstock website such as, but not limited to social networks. Nonstock Photography cannot be responsible for any results of content exported and presented on third-party websites. Nonstock Photography has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party website.

1.4 Third Party Websites: The Nonstock Website may contain links to third party websites (including websites that process payments for Nonstock Photography in order to pay for the Nonstock Photography services) that are not owned or controlled by Nonstock Photography. Nonstock Photography has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party website. In addition, Nonstock Photography assumes no responsibility for any data, including credit card information, collected by any third-party website accessed through Nonstock Photography. Nonstock Photography will not and cannot censor or edit the content of any third-party website. By using the Nonstock website, you expressly relieve Nonstock Photography from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Nonstock website and to read the terms and conditions and privacy policy of every other website that you visit.

## 2. NONSTOCK WEBSITE ACCESS

2.1 Grant of Permission: Nonstock Photography hereby grants you permission to use the Nonstock website subject to the Terms and Conditions as set forth herein, provided that:

- (i) your use of the website is solely for your personal use other than as may be reasonably necessary to use the website for its Intended Purpose;
- (ii) you acknowledge that you will not copy or distribute any part of the website in any medium without Nonstock Photography's prior written authorization other than as may be reasonably necessary to use the website for its Intended Purpose;
- (iii) you acknowledge that Nonstock Photography cannot be responsible in any way for visual presentations exported from the website and presented or displayed on a third-party website;
- (iv) you acknowledge that you will abide by all Copyright and other laws pertaining to your user submissions and that you take full responsibility for your user submissions including liability for the display and presentation of your user submissions on third-party websites;
- (v) you will not alter or modify any part of the website other than as may be reasonably necessary to use the website for its Intended Purpose; and
- (vi) you will otherwise comply with the terms and conditions of these Terms of Conditions of Use.

2.2 Account: In order to access certain features of the Nonstock website, you will have to create an account. You must provide accurate and complete information when you create an account and you must maintain the accuracy of this information. We may terminate your account or any of your rights under these Terms and Conditions at any time without notice. We may charge for our services on the website and change our fees from time to time at our discretion as advised to you by notice on the website or other method. Specific payment terms may be advised to you as appropriate.

2.3 Unauthorized Use of Account: You may never use another subscriber's account without permission. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Nonstock Photography immediately of any breach of security or unauthorized use of your account. Although Nonstock Photography will not be liable for any loss incurred by you by any unauthorized use of your account, you may be liable for such loss as Nonstock Photography or others are caused due to such unauthorized use.

2.4 Automated Systems: You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Nonstock website in a manner that sends more request messages to the Nonstock Photography servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Nonstock Photography grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Nonstock Photography reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest from the Nonstock website any personally identifiable information including account names, nor to use the communication system(s) provided by the website for any commercial solicitation purposes other than solicitations reasonably necessary to use the website for its Intended Purpose. You agree not to solicit, for commercial purposes, any users of the website with respect to their User Submissions (as defined below) other than solicitations reasonably necessary to use the website for its Intended Purpose.

### 3. SUBSCRIPTION

3.1 Subscription: Every subscription to Nonstock Photography website is assessed by Nonstock Photography. Subscription does not require any fee. Nonstock Photography reserves the right at its sole discretion to change the fees, add, delete and/or modify the functionality, features and restrictions of all Subscription, so long as the utility of service is maintained. Nonstock Photography also reserves the right to decline any subscription request without any further dispute.

3.2 The end of your Subscription: All images, portfolios, image captions, portfolio captions, portfolio names, comments and other related account information will be deleted permanently from the Nonstock website. Nonstock Photography reserves the right to keep minimal information relating to the existence of your account for its own internal records, including but not limited to, your name, address, email address, contact telephone number(s) and payment history. Nonstock Photography will only accept cancelation requests to end the subscription in writing or by email to: [info@nonstock.photography](mailto:info@nonstock.photography)

### 4. INTELLECTUAL PROPERTY RIGHTS

4.1 Promotional Content Property Rights: You agree as a condition of use of the Nonstock website, that with respect to any content you upload to the website you are either:  
(i) the owner of the rights to the Promotional Content, or  
(ii) you have the express permission of the copyright holder to use the Promotional Content for promotional purposes in the manner necessary to use the website for its Intended Purpose. As the content uploaded to the website may be exported for display elsewhere, you acknowledge that Nonstock Photography is not to be the ultimate point of distribution for

Promotional Content uploaded to the website. You acknowledge that Nonstock Photography cannot manage, police or oversee the distribution of content uploaded to the website, subsequently it is the responsibility of each and every user to strictly abide by all applicable laws, regulations and agreements with respect to Promotional Content and/or User Submissions uploaded to the website which has, or may have, any form of intellectual property protection. **BY UPLOADING PROMOTIONAL CONTENT AND/OR USER SUBMISSIONS TO THE NONSTOCK PHOTOGRAPHY WEBSITE YOU AGREE NOT TO VIOLATE ANY LAW, REGULATION OR AGREEMENT WITH RESPECT TO ANY INTELLECTUAL PROPERTY RIGHT WHICH MAY APPLY, AND YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, NONSTOCK PHOTOGRAPHY, IT'S OWNERS, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS ALLEGING VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT ASSOCIATED WITH YOUR USE OF THE WEBSITE.**

**4.2 Copyright Protected:** You should assume that everything you see or read on the Website or in the Software is protected by copyright unless otherwise noted, and may not be used except as provided in these Terms and Conditions without the prior written permission of the applicable copyright holder. Nonstock Photography neither warrants nor represents that your use of materials displayed on the Website or in the Software will not infringe the rights of third parties who are not owned by or affiliated with Nonstock Photography.

**4.3 Offered Content Property Rights:** You agree as a condition of use of the Nonstock services, that with respect to any content you send to Nonstock Photography you are either: (i) the owner of the rights to the Offered Content, or (ii) you have the express permission of the copyright holder to use the Offered Content for commercial purposes in the manner necessary to use the website for its Intended Purpose. As the content sent to Nonstock Photography may be used for display elsewhere solely by the User, you acknowledge that Nonstock Photography is not to be the ultimate point of distribution for Offered Content sent to Nonstock Photography. **BY SENDING OFFERED CONTENT AND/OR USER SUBMISSIONS TO THE NONSTOCK PHOTOGRAPHY WEBSITE YOU AGREE NOT TO VIOLATE ANY LAW, REGULATION OR AGREEMENT WITH RESPECT TO ANY INTELLECTUAL PROPERTY RIGHT WHICH MAY APPLY, AND YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, NONSTOCK PHOTOGRAPHY, IT'S OWNERS, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS ALLEGING VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT ASSOCIATED WITH YOUR USE OF THE WEBSITE.**

**4.4 Copyright Protected:** You should assume that custom photography send to Nonstock Photography by the Subscriber, will in exchange for the solicited fee become the Users property. After paying the full solicited fee the User will become the new owner of the Offered content copyrights. Unless otherwise noted, the Subscriber can use the Offered content solely for Subscribers selfpromotional purposes and may not be used except as provided in these Terms and Conditions without the prior written permission of the new copyright holder.

**4.5 Illegal Use of Copyright Protected Material:** In particular, you should assume that all images on the Website and/or available through the Software and the rights to them are held by their respective copyright holders. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions

or specific permission is provided elsewhere on the Website and/or in the Software or by the applicable Advertiser. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. No material from the Website or the Software other than your own material may be copied, reproduced, republished, uploaded, posted, transmitted, displayed, "framed", "mirrored" or distributed in any way other than through use of the Services provided on the Website or in the Software that is designed for this purpose. You may not link or embed images from the Website to any other site, including but not limited to, by way of spidering by search engines unless as provided for in these Terms and Conditions.

4.6 Software Copyright: In the event you download Software from the Website, with the exception of Promotional Content, the Software and data accompanying the Software are licensed to you by Nonstock Photography or third party licensors for your use only, such use is to be consistent with these Terms and Conditions. In no event shall title of the Software be transferred to you. You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

4.7 Trademarks: The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Website and in the Software are registered and unregistered Trademarks of Nonstock Photography and others. Nothing contained on the Website or in the Software should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website or in the Software without the written permission of Nonstock Photography or such third party that may own the Trademarks displayed on the Website or in the Software. Your misuse of the Trademarks displayed on the Website and in the Software, or any other content on the Website and in the Software, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that Nonstock Photography will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

4.8 Abuse of Copyright: If it is found that you have infringed upon someone else's copyrights Nonstock Photography will:

- (i) disable access to or remove material that it believes in good faith to be material protected by copyright that has been illegally copied and uploaded by any Subscriber or User to the Website or through the Software; and
- (ii) terminate the account and access to the Nonstock Photography service of any repeat offender without refund of any subscription or advertising fees paid in advance. This policy applies to all aspects of all Services provided by Nonstock Photography via the Website or Software.
- (iii) demand a fine equal to 500 euros for each picture, which the Subscriber offered to sell as original content without and any previous commercial use.

## 5. OFFERED CONTENT AND USER SUBMISSIONS

5.1 Confidentiality: The Nonstock Photography website allows for the submission of Offered Content, including, but not limited to photography, images, graphics, video, audio, text, captions, comments, messages, and network communications, submitted by you and other users/subscribers. The Offered Content is limited to Subscribers and Users. You understand that whether or not Offered Content or User Submissions are published, Nonstock Photography does not guarantee any confidentiality with respect to those submissions.

5.2 Responsibility: You shall be solely responsible for your own Offered Content and/or User Submissions and the consequences of posting or publishing them. With regard to such Offered Content and User Submissions, you affirm, represent, and/or warrant that:

- (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Nonstock Photography to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Offered Content and/or User Submissions to enable inclusion and use of such Offered Content and/or User Submissions in the Implied Purpose contemplated by the website and these Terms of and Conditions of Use; and
- (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the Offered Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Offered Content in the manner contemplated by the website and these Terms and Conditions. For clarity, you retain all of your ownership rights in your Offered Content. However, by submitting the Offered Content to Nonstock Photography, you hereby grant Nonstock Photography and its paid Users a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Offered Content in connection with the website and Nonstock Photography's business, including without limitation for promoting and redistributing part or all of the website (and derivative works thereof) in any media formats and through any media channels. The foregoing license granted by you terminates upon the removal or deletion of such Offered Content from the website.

In connection with Offered Content and User Submissions, you further agree that you will not:

- (i) submit material that is protected by copyright, by trade secret, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Nonstock Photography all of the license rights granted herein;
- (ii) publish falsehoods or misrepresentations that could damage Nonstock Photography or any third party;
- (iii) upload, post, e-mail, post links to or submit material that is harmful, abusive, tortious, vulgar, unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially, sexually or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- (iv) post advertisements or solicitations of business other than advertisements or solicitations of business reasonably necessary to use the website for its Intended Purpose;
- (v) involve the transmission of "junk mail," "chain letters," "pyramid schemes," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- (vii) upload, post, email, otherwise transmit, or post links to any material that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age;
- (viii) harm minors in any other way;
- (ix) make any sexual request on behalf of a minor or make any sexual request of a minor;
- (x) "stalk" or otherwise harass another; collect or store personally identifying information about other users for unlawful purposes;
- (xi) impersonate any person or entity, including, but not limited to, Nonstock Photography officials, employees, consultants, or otherwise, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (xii) upload, post, email, otherwise transmit, or post links to any material that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships

(such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(xiii) upload, post, email, or otherwise transmit, or post links to any material that facilitates hacking;

(xiv) upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the website;

(xv) use automated means, including spiders, robots, crawlers, or the like to download data from any Nonstock Photography database;

(xvi) harvest, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit any Offered Content from any Nonstock Photography database, including, without limitation, by incorporating data from any Nonstock Photography database into any email or "white pages" products or services, whether browser-based, based on proprietary client-site applications, web-based, or otherwise;

(xvii) sell, distribute, or make any commercial use of data obtained from any Nonstock Photography database or make any other use of data from any Nonstock Photography database in a manner which could be expected to offend the person for whom the data is relevant;

(xviii) create and maintain a Nonstock Photography user profile that contains hyperlinks to content not permitted on Nonstock Photography;

(xix) disrupt the normal flow of dialogue in a chat room, cause a screen to "scroll" faster than other users of the website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

(xx) interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies or regulations of networks connected to the website;

(xxi) access the website after your account or access has been terminated by Nonstock Photography; or

(xxii) upload, post, email, otherwise transmit, or post links to any material, or act in any manner that is offensive to the Nonstock Photography community or the spirit of these Terms and Conditions.

**5.3 Endorsement:** Nonstock Photography does not endorse any Offered Content or User Submission or any opinion, recommendation, or advice expressed therein, and Nonstock Photography expressly disclaims any and all liability in connection with Offered Content and User Submissions. Nonstock Photography does not permit copyright infringing activities and infringement of intellectual property rights on its website, and Nonstock Photography will remove such Offered Content if properly notified that such Offered Content infringes on another's intellectual property rights. Nonstock Photography reserves the right to remove Offered Content and other User Submissions without prior notice. Nonstock Photography will also terminate an Subscriber's or User's access to its website if such Subscriber or User is determined to be a repeat infringer. A repeat infringer is an Subscriber or User who has been notified of infringing activity more than once and/or has had Offered Content and/or User Submissions removed from the website more than once. Nonstock Photography also reserves the right to decide whether Offered Content or a User Submission is appropriate and complies with these Terms and Conditions for violations other than copyright infringement and

violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Nonstock Photography may remove such Offered Content and/or User Submissions and/or terminate an Subscriber's or User's access for uploading such material in violation of these Terms and Conditions at any time, without prior notice and at its sole discretion. If Nonstock Photography terminates your subscription because you have breached these Terms and Conditions you shall not be entitled to the refund of any unused portion of Offered Content profits.

5.4 Exposure to Promotional Content: You understand that when using the website, you will be exposed to Promotional Content and/or User Submissions from a variety of sources, and that Nonstock Photography is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Promotional Content and/or User Submissions. You further understand and acknowledge that you may be exposed to Offered Content and/or User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Nonstock Photography with respect thereto, and agree to indemnify and hold Nonstock Photography, its owners/operators, directors, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the website.

5.5 Links: Nonstock Photography permits you to link to materials on the website for personal purposes and as may be reasonably necessary to use the website for its Intended Purpose only. Nonstock Photography reserves the right to discontinue any aspect of the website at any time.

## 6. EDITORIAL DISCRETION

Editorial Discretion: Nonstock Photography is a hand-picked membership website for professional visual artists, and the editorial staff reserves the right to accept or deny any and all applications for accounts of all types. You acknowledge the sole right of Nonstock Photography to reject or remove accounts that do not, in the sole opinion of the editorial staff, reflect the content, style and professionalism it seeks to represent. You also acknowledge the right of the editorial staff to evaluate and rank its subscribers, artists, and portfolios as it deems appropriate. As a result of its editorial activities, some users of the website may achieve greater or lesser exposure, and by using the website, you acknowledge the possibility of this outcome.

## 7. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, NONSTOCK PHOTOGRAPHY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. NONSTOCK PHOTOGRAPHY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE (INCLUDING, FINANCIAL PROCESSING COMPANIES) AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR



SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. NONSTOCK PHOTOGRAPHY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NONSTOCK PHOTOGRAPHY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### 8. LIMITATION OF LIABILITY

IN NO EVENT SHALL NONSTOCK PHOTOGRAPHY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY (INCLUDING ANY FINANCIAL PROCESSING COMPANY), AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT NONSTOCK PHOTOGRAPHY SHALL NOT BE LIABLE FOR OFFERED CONTENT AND/OR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

#### 9. INDEMNITY

Agreement to Defend: You agree to defend, indemnify and hold harmless Nonstock Photography's officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (i) your use of and access to the website;
- (ii) your violation of any term of these Terms and Conditions;
- (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- (iv) any claim that your Offered Content and/or User Submission(s), in whole, or in part caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the website.

## 10. ABILITY TO ACCEPT TERMS AND CONDITIONS

Ability to Accept: If you are a registered user of the website, you affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with such Terms and Conditions. If you are not a registered user of the website, you affirm that you are over the age of 13, as the website is not intended for children under 13, and in such case possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with such Terms and Conditions.

## 11. ASSIGNMENT

Assignment of Terms: These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nonstock Photography without restriction.

## 12. JOINT VENTURE

No Joint Venture: Nothing in these Terms and Conditions shall constitute or create a joint venture, partnership, or any other similar arrangement between you and Nonstock Photography. Neither party is authorized to act as agent or bind the other party except as expressly stated in these Terms and Conditions.

## 13. GOVERNING LAW AND JURISDICTION

Any dispute relating to or resulting from, directly and/or indirectly, the use of, the (lack of) access to, the visit of and the (illegal or prohibited) use of the Website are governed solely by Dutch law. The Courts of Amsterdam shall have exclusive jurisdiction over any dispute relating thereto, without prejudice to Nonstock Photography for Startups's right of making choice of any other court having jurisdiction on such a dispute under any applicable law.

The use of the Website is not allowed in countries where the totality or a substantial part of the Terms and Conditions, including this paragraph, is not applicable.