



Terms of Service Policy

Terms of Service Policy – Effective April 1, 2017

Welcome to the Photrist Marketplace Community!

These Terms of Service ("Terms") govern your access to and use of Photrist's website, mobile application, and Services. Please read these Terms carefully, and contact us if you have any questions at support@photrist.com. By accessing or using our services, you agree to be bound by these Terms and by our Privacy Policy. You also confirm you have read and agreed to our Appropriate Use Policy.

The following information outlines Photrist's terms:

1. Using Photrist

a. Who can use Photrist

You may use our Services only if you can form a binding contract with Photrist, and follow these Terms and all applicable laws. When you create your Photrist account, you must provide us with accurate and complete information. Any use or access by anyone under the age of 16 is prohibited. If you open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and you agree to these Terms on the entity's behalf. Some of our Services may be software that is downloaded to your computer, phone, tablet, or other device. You agree we may automatically upgrade those Services, and these Terms will apply to such upgrades.

b. Our license to you

Subject to these Terms and our policies (including our Appropriate Use Policy), we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services.

c. You must be 16 or older to use Photrist.

2. Your Content

a. Posting content

Photrist allows you to post and share content, including digital media, photos, comments, links, and other materials. Anything you post or otherwise make available on our Marketplace is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to Photrist.



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b. How Photrist and other users can use your content

You grant Photrist and our users a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform, and distribute your User Content on Photrist solely for the purposes of operating, developing, providing, and using the Photrist Services. Nothing in these Terms shall restrict other legal rights Photrist may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms or our policies.

c. How long we keep your content

Following suspension or deactivation of your account, or if you remove any User Content from Photrist, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, Photrist and its users may retain and continue to use, store, display, reproduce, modify, create derivative works, perform, and distribute any of your User Content that other users have stored or shared through Photrist.

d. Feedback you provide

We value input from our users, and are always interested in learning about ways we can make Photrist better. If you choose to submit comments, ideas, or feedback, you agree we are free to use them without any restriction or compensation to you. By accepting your submission, Photrist does not waive any rights to use similar or related feedback previously known to Photrist, or developed by its employees, or obtained from sources other than you

3. Copyright Policy

Photrist has adopted and implemented the Photrist Copyright Policy in accordance with the Digital Millennium Copyright Act and other applicable copyright laws.

4. Security

We care about the security of our users. We work to protect the security of your content and account, however, Photrist cannot guarantee that unauthorized third parties will not be able to defeat our security measures. We ask that you keep your password secure. Please notify us immediately of any compromise or unauthorized use of your account.



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5. Third-Party Links, Sites, and Services

Our Services may contain links to third-party websites, advertisers, special offers, or other events or activities that are not owned or controlled by Photrist. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third-party website, service, or content from Photrist, you do so at your own risk and you agree that Photrist will have no liability arising from your use of or access to any third-party website, service, or content.

6. Termination

Photrist may terminate or suspend this license at any time, with or without cause or notice to you. Upon termination, you continue to be bound by Sections 2 and 6-12 of these Terms. We reserve the right to refuse service to anyone.

7. Indemnity

If you use our Services, you agree to indemnify and hold harmless Photrist and its respective officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Services, (b) your User Content, or (c) your breach of any of these Terms.

8. Disclaimers

The Services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied.

PHOTRIST SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Photrist takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our Services. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.



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9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PHOTRIST SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT, SHALL PHOTRIST'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

10. Arbitration

For any dispute you have with Photrist, you agree to first contact us and attempt to resolve the dispute with us informally. If Photrist has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with, or relating to these Terms by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless you and Photrist agree otherwise, the arbitration will be conducted in the county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, except that Photrist will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND PHOTRIST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.



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To the extent any claim, dispute or controversy regarding Photrist or our Services is not arbitrable under applicable laws or otherwise: you and Photrist both agree that any claim or dispute regarding Photrist will be resolved exclusively in accordance with Clause 11 of these Terms.

11. Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of Missouri without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Boone County, Missouri or the United States District Court for the Western District of Missouri, for any actions not subject to Section 10 (Arbitration).

12. General Terms

Notification procedures and changes to these Terms. Photrist reserves the right to determine the form and means of providing notifications to users. We may revise these Terms from time to time and the most current version will always be posted on our website. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, but may be assigned by Photrist without restriction. Any attempted transfer or assignment in violation hereof shall be invalid.

Entire Agreement/Severability. These Terms, together with the Privacy Policy and any amendments and any additional agreements you may enter with Photrist in connection with the Services, shall constitute the entire agreement between you and Photrist concerning the Services. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Photrist's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Parties. Photrist is a worldwide service and our reference to Photrist in these Terms includes Photrist LLC, and all its worldwide subsidiaries. If you live outside the United States or in the United States, these Terms are a contract between you and Photrist LLC, 2000 E. Broadway #196, Columbia, Missouri 65202.



Terms of Service Policy

Report Something on Photrist

To ensure everyone feels comfortable using our platform, we require everyone to agree to and follow these rules.

To help people understand our rules and what we do not tolerate, we will include some guidelines. Because people may have different opinions regarding what is appropriate as rules for posting media, we hope this policy helps explain it. For each piece of digital media, we must consider the image itself, as well as the context such as descriptions. We will do our best to consider all information, and interpret the media objectively.

We monitor all media manually and systematically through algorithms. If you are caught uploading anything that is not allowed, your account will be suspended. There may be times we make a mistake. If this happens to you, we apologize upfront, and feel free to contact us.

We're particularly sensitive about sexually explicit content, especially relating to minors. If we find any kind of this content, we will report it to the National Center for Missing and Exploited Children. In addition, we will remove any nude media of anyone who appears to be a minor, and your account will be suspended.

If you see digital media appearing to break our rules, you can report it to us at support@photrist.com and our team will review it and act accordingly. This could include items such as media or inappropriate comments.

Our policies apply to all forms of digital media. When we remove a piece of digital media from Photrist, we also remove it from all areas within the Photrist Marketplace.