

Terms & Conditions

Agreement between User and photographyremembered.com

Welcome to photographyremembered.com. The photographyremembered.com website (the "Site") is comprised of various web pages operated by Photography Remembered, a(n) Utah DBA of Michaelbrown Foundation, a(n) Utah limited liability company. photographyremembered.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of photographyremembered.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

-Photography Remembered website is a providing photo printing, book appointments to have photo sessions.

1. Privacy

Your use of photographyremembered.com is subject to photographyremembered.com Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

2. Electronic Communications

Visiting photographyremembered.com or sending emails to photographyremembered.com constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

3. Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that photographyremembered.com is not responsible for third party access to your account that results from theft or misappropriation of your account.

photographyremembered.com and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

4. Children Under Thirteen

photographyremembered.com does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use photographyremembered.com only with permission of a parent or guardian.

5. Making purchases

If you wish to purchase any products through the site, we ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us must be accurate, current, and complete. You solely represent and warrant that you have the legal right to use any credit card(s) or other types of payment used to initiate and complete a transaction. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment method) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

Descriptions, images, references, features, content, specifications, products, prices, and availability of any products or services are subject to change without notice, and our current prices can be found on our site. We make reasonable efforts to accurately display the attributes of our products, including the color of your print or product. That being said, the actual color you see on your finished product will depend on the way in which your monitor is calibrated, and we cannot guarantee that your computer will accurately display colors before printing. The inclusion of any products or services on our site at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased through our site. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service, to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code, or other similar promotions, to bar any user from making any or all purchase(s), and/or to refuse to provide any user with any product or service.

Title and risk of loss for any purchases pass to you upon our delivery to a carrier. In the event that your package is damaged in transit, your order will be replaced in a timely manner. We will not accept responsibility for underexposed, blurry images of low quality that are submitted without attention to a resolution warning or without Color Corrections. It is the responsibility of the customer to submit images that are suitable for printing.

You will be charged immediately upon placing an order (rather than when an order is shipped). Due to the custom nature of our products, we do not accept cancellations once an order is placed.

6. Forums

We may permit you to share your User-Submitted Materials with other users, including but not limited to our user comment functionality within social networks, user forums, and blogs (collectively, "Forums"). Some forum participants may use anonymous screen names and may have no other connection with Photography Remembered. "Forum" participants may occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading, or deceptive, and provide content that may be objectionable to you. We neither endorse nor are responsible for such messages, statements, or content, or any opinion, advice, information, or other utterance made or displayed by third parties, whether such third parties are users of our website or of others'.

The opinions expressed in the "Forums" reflect solely the opinions of the participants and may not reflect the opinions of Photography Remembered. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in user messages, or for any results obtained from the use of such information. Under no circumstances will Photography Remembered, any of our partners, licensors, advertisers, or sponsors, and/or any of our or their directors, officers, employees, consultants, agents, or other representatives be liable for any loss or damage caused by your reliance on such information obtained through our website. We may, but have no obligation to, monitor the "Forums" and any materials displayed, transmitted, or otherwise made available on or through the "Forums" or through our website.

Some features of our website enable you to send and receive transmissions. You acknowledge and agree that Photography Remembered has no responsibility or liability for any transmissions and/or any content included in such transmissions, sent or received by you. Photography Remembered reserves the right, in its sole discretion and at any time, to set limits on the number and size of any transmissions sent or received through

our website and/or on the amount of storage space available via our online galleries for transmissions or on any feature made available through our website.

7. Disclaimer of warranties

Except for the express warranties contained in their terms, the products, including all materials incorporated therein, are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible by applicable law, Photography Remembered, and their affiliates, partners, licensors, sponsors, and agents disclaim all warranties, express or implied, including, without limitation, implied warranties of title, non-infringement, accuracy, merchantability, and fitness for a particular purpose, and any warranties that may arise from course dealing, course of performance, or usage of trade. Note: Applicable law may not permit the exclusion of implied warranties, so the above exclusions may not apply to you. No statements of Photography Remembered or any of their affiliates, partners, licensors, sponsors and agents, or third parties shall create any warranty other than those expressly contained in these terms.

8. Materials submitted by customer

Any materials submitted by a user, including (without limitation) photographs, images, text, graphics, and other materials (collectively, "User-Submitted Materials") are subject to the following terms and conditions:

- You will retain ownership of such User-Submitted Materials and you grant Photography Remembered and its designees irrevocable rights and license for use in production of any requested product or service. We only use User-Submitted Materials in connection with products or services we provide that are requested by a user. For instance, when a user places an order for a product, we will prepare, manipulate (if necessary), and transmit the User-Submitted Materials for production, packaging, and shipment ONLY.
- While users retain ownership of User-Submitted Materials, any template, layout, or design accessed through tools and features made available through Photography Remembered shall be the sole and exclusive property of Photography Remembered.
- As a user, you represent and warrant that you own or otherwise possess all necessary rights with respect to the User-Submitted Materials, and that the User-Submitted Materials do not and will not infringe, misappropriate, use

or disclose without authorization, or otherwise violate any copyright, trade secret right, or other intellectual property or property right of any third party, and that the User-Submitted Materials are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable.

- By submitting an image featuring your likeness or the likeness of other individuals, you consent to the use of your likeness and certify that you have obtained the written consent, release, and/or permission of every identifiable individual who appears in User-Submitted Materials to use such individual's likeness, for purposes of using and otherwise exploiting the User-Submitted Materials in the manner contemplated by these terms, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to Photography Remembered with a copy of any such consent, releases, and/or permissions upon Photography Remembered request). If you do submit a file that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you to omit any identifying information (such as the individual's name or address) with your submission of User-Submitted Materials.
- You agree that we may (but are not obligated to) filter (by deleting or replacing expletives or other harmful or offensive language or imagery), alter, or refuse to use any User-Submitted Materials by suspending the processing and shipping of any order relating to the User-Submitted Materials in question and/or disclosing such User-Submitted Materials (and the circumstances surrounding the use thereof) to any third party in order to protect ourselves or our affiliates, distributors, partners, or other third parties, to comply with legal obligations, or to fulfill governmental requests.
- You agree to indemnify and hold Photography Remembered, and their directors, officers, employees, consultants, agents, representatives, affiliates, distributors, partners, and third party users harmless from and against any and all claims, liabilities, causes of action, damages, losses, and expenses (including, without limitation, attorneys' fees) that arise directly or indirectly from: (i) your breach of these terms, any other agreement or terms of use with Photography Remembered, and any representation or warranty contained herein or therein; (ii) your User-Submitted Materials; and/or (iii)

your activities in connection with obtaining any products or services from Photography Remembered.

9. Links to Third Party Sites/Third Party Services

photographyremembered.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of photographyremembered.com and photographyremembered.com is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. **photographyremembered.com** is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by **Photography Remembered** of the site or any association with its operators. Certain services made available via photographyremembered.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the photographyremembered.com domain, you hereby acknowledge and consent that **Photography Remembered** may share such information and data with any third party with whom **Photography Remembered** has a contractual relationship to provide the requested product, service or functionality on behalf of photographyremembered.com users and customers.

10. No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use photographyremembered.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to **Photography Remembered** that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of **Photography Remembered** or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. **Photography Remembered** content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected

content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of **Photography Remembered** and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of **Photography Remembered** or our licensors except as expressly authorized by these Terms.

11. Third Party Accounts

You will be able to connect your **Photography Remembered** account to third party accounts. By connecting your **Photography Remembered** account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

12. Indemnification

You agree to indemnify, defend and hold harmless **Photography Remembered**, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. **Photography Remembered** reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with **Photography Remembered** in asserting any available defenses.

13. Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms

and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

14. Jurisdictional issues

Photography Remembered is controlled and operated in the United States. Our website is not subject to the laws or jurisdiction of any state, country, or territory other than that of the United States. **Photography Remembered** does not represent or warrant that any its site, products and/or services, or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access **Photography Remembered** do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules, and regulations. We may limit **Photography Remembered's** availability, in whole or in part, to the person, geographic area, or jurisdiction of our choosing, at any time and at our sole discretion.

15. Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. **PHOTOGRAPHY REMEMBERED** AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. **PHOTOGRAPHY REMEMBERED** AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. **PHOTOGRAPHY REMEMBERED** AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL **PHOTOGRAPHY REMEMBERED** AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF **PHOTOGRAPHY REMEMBERED** OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

16. Photography Remembered Gallery

By submitting your photograph and any related text, captions, or hashtags (the "Submission") to Photography Remembered Gallery, for inclusion on our Gallery, whether through transmission on the photographyremembered.com website or through use of the Photography Remembered hashtags [#photographyremembered or #PGRD] on a third-party website or application, such as but not limited to Instagram, Facebook, and Tumblr, and in exchange for your Submission being reviewed and evaluated for inclusion in the Photography Remembered Gallery, you grant Photography Remembered a royalty-free, irrevocable, transferable, sublicensable, and non-exclusive perpetual license throughout the universe for use in any and all media whether now known or hereafter devised to use and exploit (including without limitation by reproduction, distribution, public display, adaptation, communication to the public, and/or public performance, and including for commercial purposes) any and all of your Submission.

You also waive to the full extent permitted by law any and all claims against us related to moral rights in the Submission. In no circumstances will we be liable to you for any exploitation of any Submission. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish and exploit the

Submission, for promotional purposes, including, without limitation, copyright, trademark, and rights of publicity and privacy. You affirm, represent and warrant that you and any person whose image appears in the Submission are 18 years of age or older. You affirm, represent, and warrant that your Submission is in compliance with all terms and conditions of any third party website or application on which you post the Submission.

You shall not make any Submission that is inappropriate, indecent, obscene, hateful, tortious, defamatory, disparaging of Photography Remembered or any other brand or individual, or that promotes discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation, or age.

You agree to indemnify, defend, and hold harmless Photography Remembered from and against any and all third-party claims, damages, liabilities, costs and expenses, including legal expenses and reasonable attorneys' fees, arising out of your Submission. You agree to be bound by the Photography Remembered Terms of Service, which are herein incorporated by reference.

You also grant Photography Remembered the right to use the username or handle of the account used to make the Submission; Photography Remembered will, where commercially reasonable, credit your username or handle when publishing or reposting your Submission.

You agree that Photography Remembered may, but is under no obligation to feature the Submission in its Gallery, and should Photography Remembered choose to feature the Submission, Photography Remembered may, at its sole discretion, elect to remove the Submission from its Gallery and/or its social media accounts at any time and without notice to you.

17. Termination/Access Restriction

Photography Remembered reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of **Utah** and you hereby consent to the exclusive jurisdiction and venue of courts in **Utah** in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and **Photography Remembered** as a result of this agreement or use of the Site. **Photography Remembered** performance of this agreement is subject to existing laws and legal

process, and nothing contained in this agreement is in derogation of **Photography Remembered** right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by **Photography Remembered** with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and **Photography Remembered** with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and **Photography Remembered** with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

18. Changes to Terms

Photography Remembered reserves the right, in its sole discretion, to change the Terms under which photographyremembered.com is offered. The most current version of the Terms will supersede all previous versions. **Photography Remembered** encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Photography Remembered welcomes your questions or comments regarding the Terms:

Photography Remembered

135 S 500 W Manti UT 84642

Email Address: Michael@Photographyremembered.com

Effective as of October 6, 2022