

Terms of Use

www.myphotoappointment.com

Terms of Use

Last Updated: November 2009

Please read these Terms of Use carefully. They contain important information about your rights and obligations.

www.myphotoappointment.com (the "Website") is brought to you by myphotoappointment.com ("we" or "us"). By visiting and/or using the Website, you fully and unconditionally agree to these Terms of Use. If you do not agree to these Terms of Use, please do not visit or use the Website. We may revise these Terms of Use at any time by updating this page. By using the Website, you agree to be bound by any such changes.

Your Conduct

Any information that you submit to us or that we collect through the Website is subject to our [Privacy Policy](#), the terms of which are incorporated into these Terms of Use.

We recommend that minors over age 13 (that is, between ages 13 and 18) obtain their parent's or guardian's permission before sending information about themselves to anyone online.

By using the Website, you agree not to upload, post, email or otherwise send or transmit any material that: (1) contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website; (2) is abusive, illegal, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights or otherwise objectionable or which may give rise to liability or violate any law; (3) is in violation of a copyright, trademark or other intellectual property or other right of any person; or (4) requests personally identifiable information. You also agree not to: (1) impersonate any other person while using the Website; (2) use the Website for any unlawful purpose; or (3) upload commercial content to the Website or use the Website to solicit others without our express prior written permission.

We do not and cannot review all communications and materials posted to the Website, and we are not responsible for the content of such communications and materials. You acknowledge that, by providing you with the ability to view and distribute user-generated content on the Website, we are acting only as a passive conduit for such distribution, and we are not undertaking any obligation or liability relating to any such content. All such content is offered AS IS, and you view and use it at your own risk. However, we reserve the right to block or remove communications or materials that we determine to be: (a) abusive, defamatory or obscene; (b) fraudulent, deceptive or misleading; (c) in violation of a copyright, trademark or other intellectual property or other right of any person; (d) in violation of these Terms of Use; or (e) offensive or otherwise unacceptable

to us in our sole discretion. If you become aware of misuse of the Website by any person, please contact us at administrator@myphotoappointment.com

Use of Information Submitted

You agree that we are free to use any comments, information or ideas contained in any communication you may send to us, without notice, compensation or acknowledgement to you, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services and creating, modifying or improving the Website or other products or services.

Termination

We reserve the right in our sole discretion to terminate or restrict your use of the Website, without notice, for any or no reason, and without liability to you or any third party.

Copyright

The entire content of the Website, including but not limited to text, graphics and code, is the property www.myphotoappointment.com. Copyright 2009, www.myphotoappointment.com. ALL RIGHTS RESERVED. We grant you permission to electronically copy and print hard copy portions of the Website solely for your own personal, non-commercial use, provided that you do not change or delete any proprietary notices from downloaded or printed materials. Any other use, including but not limited to the reproduction, distribution, display or transmission of the Website content is strictly prohibited, unless authorized by us in writing.

Trademarks

All trademarks, service marks and trade names of www.myphotoappointment.com used on the Website are trademarks or registered trademarks of www.myphotoappointment.com in the U.S. and/or other countries. They may not be used without our prior express written permission. All other trademarks that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to or endorsed by us.

Warranty Disclaimer & Liability Limit

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE PRESENT THE WEBSITE "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. We assume no liability or responsibility for any errors or omissions on the Website; any failures, delays or interruptions in the Website's accessibility; any losses or damages arising from the use of the Website; or any conduct by other users of the Website. We reserve the right to deliver the Website in our sole and absolute discretion. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing may not apply to you. IN NO EVENT SHALL www.myphotoappointment.com BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR THESE TERMS OF USE, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE. Some states do not allow the exclusion of certain damages, so the above may not apply to you. If any authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by law.

Indemnification

You agree to indemnify, defend and www.myphotoappointment.com harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, in whole or in part, out of your use of the Website or your violation of these Terms of Use, any law or the rights of any third party.

Electronic Notices

By using the Website, you agree to receive electronic communications from us. You agree that any notice, agreement, disclosure or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Third-Party Links

The Website may link to sites operated by third parties. However, we have no control over these linked sites, all of which have their own terms of use and data collection practices. These linked sites are only for your convenience, and you access them at your own risk.

Disputes

Your use of the Website shall be governed by the laws of Illinois, without regard to choice of law provisions. Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of or relating to the Website shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Cook County, Illinois. Any cause of action or claim you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises, or it shall be forever barred.

General

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such provision. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These Terms of Use set forth the entire understanding and agreement between you and Artistic Cards with respect to the subject matter hereof.

Contact Us

If you have any questions about these Terms of Use, please contact us at:
administrator@myphotoappointment.com

www.myphotoappointment.com

Tinley Park, IL 60477

Phone # 641-715-3900 ext 45158