

Charlottesville Stock Photography

775 Ridge Street, Charlottesville, VA. USA 22902

Phone: 434.981.7928 Email: info@charlottesvillestockphotography.com

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE PROHIBITED FROM USING THE SITE OR ANY OF THE SERVICES.

The purpose of this website www.CharlottesvilleStockPhotography.com (the "Site") owned and operated by Charlottesville Stock Photography, LLC. (the "Owner") is to provide photographers with online access, display, printing and marketing of digital copies of their photographs. In addition, the Site may offer certain additional resources and services to be used in connection therewith (the "Services").

This Site and the content contained herein are intended for registered subscribers of the Site ("Subscribers") and for persons and entities ("Users") wishing to legally view and/or acquire certain rights in and to images and content offered by Subscribers through the Site.

You may not use this Site or the content contained herein for any purpose not expressly permitted herein.

REGISTERED USERS

In the event that a User wishes to purchase rights to an image or other material displayed on the Site for sale, such User (a "Registered User") will have to register with the Site by providing certain valid and true contact and personal information, as well as, by the time of purchase, providing valid credit card information and/or establishing a Charlottesville Stock Photography credit account. As a condition to becoming a Registered User and/or acquiring any rights in any of the Offered Content (as defined below), you hereby agree and acknowledge as follows: (i) any transaction that occurs with respect to the Offered Content is solely between you and the Subscriber posting such Offered Content, and (ii) neither the Site nor the Owner make any representations or warranties with respect to the ownership, copyright, trademark, infringement or other intellectual property rights associated with the Offered Content; and you hereby agree, (A) to indemnify the Site and the Owner against any cost, expense or other loss incurred by the Site or the Owner with respect to any claim of a third party that your use of the Offered Content violates their intellectual property rights and (B) to restrict your use of the Offered Content according to the terms and provisions contained in the applicable License Right Agreement posted on the Site at the time of your purchase for the category of rights purchased by you.

If you purchase rights to any Offered Content from the Site, you hereby authorize the Site

and the Owner to reveal to the Subscriber and/or a Billing Service (as defined below) such portion of your registration information (including your credit card information) as is necessary or desirable to consummate such purchase. You hereby agree to indemnify the Owner and the Site against any cost, expense or other loss incurred by the Site or the Owner in connection with revealing such information; provided however you will have no obligation to indemnify the Owner or the Site if such cost, expense or loss is a direct result of the Owner's or the Site's gross negligence.

SUBSCRIBERS/CONTRIBUTORS

Subscribing. If you wish to display your images and other content on the Site as a Charlottesville Stock Photography, you will need to become a Subscriber by: (i) completing a W-9 form provided by the Site with certain valid and true contact and personal information. By completing this form you agree that you have read and completely understand and agree to the terms therein.

Sales. If you wish to market and sell stock photography owned by you on the Site as a Charlottesville Stock Photography user, you will need to become a Contributor, the requirements for which can be found on our website www.charlottesvillestockphotography.com .

These conditions are only the minimum level of conduct that is expected at the Site. You are requested to use common sense and be considerate towards other users. The Site reserves the right to, at its discretion, suspend or terminate your right to use the services provided on the Site, if you violate the aforementioned rules of conduct or engage in other offensive conduct. No refund of fees or other amounts will be made if you violate or breach any of the Terms and Conditions.

PRIVACY

We will not give out your personal information to anyone without your prior approval. All personal information is kept private and secure.

LICENSE AGREEMENT

Please review the forms of License Right Agreement. In the event that you purchase or sell any Offered Content, your purchase or sale (as the case may be) will be subject to the terms and conditions contained in the applicable License Right Agreement for the category of rights purchased or sold by you, as posted on the Site at the time of your purchase or sale.

POSTED CONTENT & OFFERED CONTENT

The Site acts as a passive conduit for the archival, display and sale of digital images, information and other data and has no obligation to screen or monitor such images, information or data for any purpose. However, if the Owner or the Site becomes aware of or has reason to believe that you are violating the terms and conditions contained herein

or elsewhere on the Site (including without limitation the requirements set forth under the section entitled "Subscriber's Obligations" above), the Owner and/or the Site may take any one or more of the following actions at its sole discretion:

1. Remove and/or delete any image, data or other information that the Owner or Site believes is in violation or non conformity with the terms hereof,
2. Suspend and/or terminate your status as a User, Registered User and/or Subscriber with the Site and/or Services
3. Pursue any other remedy or relief available to the Owner and/or site under equity or law

In the event that the Owner and/or Site elects to take any of the actions set forth in items 1 or 2 above, you will have no right to receive any refund of fees or payments and the Owner and the Site will have no obligation to return such image(s) or provide you with a copy of your Posted Content as provide above. YOU HEREBY CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST THE OWNER AND/OR SITE FOR SUCH REMOVAL AND/OR DELETION.

If you believe that content residing on the Site infringes a copyright, please see our [Copyright Policy](#).

OWNERSHIP

All material and content contained on the Site (other than Posted Content) and including, but not limited to graphics, images, logos, articles, videos, animations, audio and digital clips, photographs, illustrations, icons, the compilation of all content on the Site, are the property of the Owner and/or third parties and is protected by United States and international laws. All trademarks, service marks, and trade names are proprietary to the Owner and/or third parties. No material from the Site other than your Posted Content or Posted Content purchased by you through the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. In the event you download software from the Site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by the Owner or third party licensors for your personal, noncommercial use only. In no event shall title of the Software be transferred to you. You may own the Posted Content on which the Software is recorded, but we (or third party licensors) retain full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

TERMINATION

The Site reserves the right to reject, suspend or terminate your status as a User, Subscriber and/or Contributor and prohibit your access to and use of all or any portion of the Site at any time and for any reason, in its sole discretion. In the event of such

termination, the Site's and Owner's sole obligation to you will be to refund the pro rata unused portion of your monthly subscription fee and Bandwidth Subscription base fee, if any, less any accrued and unpaid fees incurred on your account. Termination of your access to and use of the Site shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to the Owner or the Site, including without limitation all indemnification obligations contained herein.

MODIFICATIONS/ADDITIONS

The Site may modify these Terms and Conditions or any of the policies or guidelines governing the Site, at any time and in its sole discretion, by posting the modified Terms and Conditions or other policies and guidelines on the Site. 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 Site indicates your full acceptance of the Terms and Conditions in their then-current form each time you use the Site. 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 Site without the Owner's express prior written consent.

From time to time, the Site may offer certain Services (directly or in conjunction with third parties) that require you to agree to additional terms and conditions ("Supplemental Terms and Conditions"). In such an event, the Site may either: (i) present such Supplemental Terms and Conditions to you for approval through a "click wrap" approval or (ii) post such Supplemental Terms and Conditions on the Site. In either case, the Supplemental Terms and Conditions will be deemed to be an integral part of these Terms and Conditions and your use of such Services will be deemed as acceptance and agreement to the Supplemental Terms and Conditions.

THIRD PARTY WEBSITES

Users of the Site may gain access from the Site to third party sites on the Internet through hypertext or other computer links on the Site. Third party sites are not within the supervision or control of the Owner or the Site. Unless explicitly otherwise provided, neither the Owner nor the Site: (i) make any representation or warranty whatsoever about any third party site that is linked to the Site, (ii) endorse the products or services offered on such site. The Owner and the Site disclaim: (a) all responsibility and liability for content on third party websites and (b) any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against the Site or the Owner with respect to such sites and third party content.

DISCLAIMER OF WARRANTIES

ALTHOUGH THE OWNER AND SITE WILL MAKE REASONABLE EFFORTS TO

STORE AND PRESERVE THE MATERIAL ARCHIVED ON THE SITE, NEITHER THE OWNER NOR THE SITE IS RESPONSIBLE OR LIABLE IN ANY WAY FOR THE FAILURE TO STORE, PRESERVE OR ACCESS POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT OR ARCHIVE ON THE SITE. YOU ARE STRONGLY URGED TO TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST OR UPLOAD ON THE SITE. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR POSTED CONTENT.

THIS SITE AND THE MATERIAL PROVIDED THEREIN IS PROVIDED ON AN "AS IS" BASIS. CHARLOTTESVILLE STOCK PHOTOGRAPHY DOES NOT REPRESENT OR WARRANT THAT THE MATERIAL PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE. CHARLOTTESVILLE STOCK PHOTOGRAPHY IS NOT RESPONSIBLE FOR THE AVAILABILITY OR CONTENT OF OTHER SERVICES THAT MAY BE LINKED TO THE WEBSITE OR THE INACCURACY OR INCOMPLETENESS IN TUTORIALS OR OTHER INSTRUCTIONAL CONTENT ON THE SITE, SEARCH RESULTS OR RATINGS OF CONTENT ON THE WEBSITE, OR THE IMPACT OF SEARCH RESULTS OR RATINGS ON SALES. ANY TUTORIALS PROVIDED BY THE WEBSITE SHOULD NOT BE USED AS A SUBSTITUTE FOR ADVICE FROM A QUALIFIED LEGAL OR OTHER PROFESSIONAL. THE OWNER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, THE SERVICES, INCLUDING ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE SITE OR SERVICES WILL (I) BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) BE FREE FROM ERRORS OR THAT DEFECTS WILL BE CORRECTED, (IV) BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. USE OF THIS SITE IS AT YOUR OWN RISK. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM OWNER OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

TO THE FULLEST EXTENT ALLOWED BY LAW, THE OWNER DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, AVAILABILITY, COMPLETENESS, LEGALITY OR OPERABILITY OF THE MATERIAL OR SERVICES PROVIDED ON THIS SITE. BY USING THIS SITE, YOU ACKNOWLEDGE THAT THE OWNER IS NOT RESPONSIBLE OR LIABLE FOR ANY HARM RESULTING FROM (1) USE OF THE SITE; (2) DOWNLOADING INFORMATION CONTAINED ON THE SITE INCLUDING BUT NOT LIMITED TO DOWNLOADS OF POSTED CONTENT WITHOUT PAYMENT IN VIOLATION OF

THESE TERMS AND CONDITIONS ; (3) UNAUTHORIZED DISCLOSURE OF IMAGES, INFORMATION OR DATA THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF THE POSTED CONTENT; (4) THE TEMPORARY OR PERMANENT INABILITY TO ACCESS OR RETRIEVE ANY POSTED CONTENT FROM THE SITE, INCLUDING, WITHOUT LIMITATION, HARM CAUSED BY VIRUSES, WORMS, TROJAN HORSES, OR ANY SIMILAR CONTAMINATION OR DESTRUCTIVE PROGRAM; (5) FALSIFICATION OF RELEASE FORMS PROVIDED ON THE SITE; (4) STATISTICS PROVIDED TO YOU OR USERS OF THE SITE INCLUDING BUT NOT LIMITED TO SITE ACTIVITY, SEARCH RESULTS, AND IMAGE VIEWS, (5) CONTENT POSTED IN ANY FORUM OR COMMUNITY AREA OF THE SITE; (6) UNAUTHORIZED DISCLOSURE OF IMAGES, INFORMATION OR DATA THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF POSTED CONTENT.

YOU FURTHER ACKNOWLEDGE THAT THE OWNER DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT THE RESULTS OBTAINED FROM USE OF THE SITE WILL MEET YOUR EXPECTATIONS OR WILL BE SATISFACTORY IN ANY WAY.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, THE AFOREMENTIONED DISCLAIMERS, RELATED TO IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER THE OWNER, THE SITE NOR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR MEMBERS BE LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER THAT RESULT FROM USE OF (OR INABILITY TO USE) THE SITE OR SERVICES, INCLUDING BUT NOT LIMITED TO: (1) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES; (2) DAMAGES FOR LOSS OF USE, PROFITS, DATA, IMAGES, POSTED CONTENT OR OTHER INTANGIBLES; (3) DAMAGES FOR UNAUTHORIZED USE, NON-PERFORMANCE OF SITE, ERRORS OR OMISSIONS; (4) DAMAGES RELATED TO DOWNLOADING INFORMATION, POSTING INFORMATION; AND (5) DAMAGES RESULTING FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CONTAMINATION OR DESTRUCTIVE PROGRAMS. THE OWNER'S AND THE SITE'S COLLECTIVE LIABILITY SHALL BE LIMITED TO THE GREATER OF THREE HUNDRED UNITED STATES DOLLARS OR THE UNUSED PORTION OF YOUR SUBSCRIPTION FEE IN ANY JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR LIABILITIES.

INDEMNITY

You agree to indemnify, defend and hold harmless the Site, Owner and their affiliates,

directors, officers, employees, agents, shareholders, members, affiliates and partners from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable legal fees and expenses) arising from or relating to (i) your use of the Site and/or any material or content you submit, download, post or transmit through the Site; (ii) your breach of these Terms and Conditions or any representation, warranty or covenant made by you herein; or (iii) your violation of any applicable law, statute, ordinance, regulation or any third party's rights, including but not limited to, copyright infringement, harm to a third party's trademark or other intellectual property rights, or any claim of defamation, libel or slander. This obligation survives indefinitely the termination and/or expiration of these Terms and Conditions and/or your status as a User, Registered User and/or Subscriber.

APPLICABLE LAW

Any disputes arising out of or relating to these Terms and Conditions or use of the Site shall be resolved in accordance with the laws of the State of New York, without regard to its conflict of law rules. You hereby consent to the exclusive jurisdiction of the Western District of VA/Albemarle/Charlottesville in all disputes arising from or relating to these Terms and Conditions or your access to or use of the Site and/or Services.

ENTIRE AGREEMENT

These Terms and Conditions (including the Privacy Policy, the Content Contributor Agreement (if applicable), the applicable License Rights Agreement (if any) and Supplemental Terms and Conditions (if any)), as modified from time to time, constitute the entire agreement between you, the Site and the Owner with respect to the subject matter hereof. These Terms and Conditions replace all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof.

ASSIGNABILITY

These Terms and Conditions will be binding on and will inure to the benefit of the legal representatives, successors and assigns of both parties. The Owner may assign these Terms and Conditions in whole or in part at any time without your consent. You may not assign these Terms and Conditions or delegate any of your obligations hereunder.

NOTICE TO COMPANY

Any notice to the Site that is required or permitted by these Terms and Conditions shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to info@CharlottesvilleStockPhotography.com or when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to 775 Ridge Street, Charlottesville, VA. 22902.

MISCELLANEOUS

No failure of the Owner or Site to enforce any of its rights under these Terms and

Conditions will act as a waiver of such rights.

If any portion of any provision of these Terms and Conditions is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of these Terms and Conditions shall remain in full force and effect. Headings used in these Terms and Conditions are for convenience only and have no legal or contractual significance.

Copyright Policy

Charlottesville Stock Photography has adopted the following policy toward copyright infringement with respect to the Site in accordance with the Digital Millennium Copyright Act, a copy of which is located at <http://lcweb.loc.gov/copyright/legislation/dmca.pdf>. The address of Charlottesville Stock Photography's Designated Agent to Receive Notification of Claimed Infringement (the Designated Agent) is listed at the end of this Copyright Policy.

Charlottesville Stock Photography will (1) disable access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any Subscriber or Contributor to the Site; and (2) terminate the account and access to the Charlottesville Stock Photography service of any repeat offender. This policy applies to all aspects of all services provided by Charlottesville Stock Photography via the Site.

Reporting Copyright Infringements.

If you believe that content residing or accessible on the Site infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent:

- . 1. Identification of the work or material being infringed.
- . 2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Charlottesville Stock Photography is capable of finding and verifying its existence.
- . 3. Contact information about the notifying party (the Notifying Party), including name, address, telephone number and e-mail address.
- . 4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- . 5. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.

. 6. The Notifying Party's physical or electronic signature.

Responding to Complaints.

After notification of an alleged infringement is received by the Designated Agent:

. 1. Charlottesville Stock Photography will remove or disable access to the allegedly infringing material.

. 2. Charlottesville Stock Photography will then immediately notify the member responsible for the allegedly infringing material (the Offending Member) that it has removed or disabled access to the material.

. 3. If the Offending Member is a repeat offender, Charlottesville Stock Photography will immediately terminate such member's account and access to the Service in addition to removing the infringing material.

Designated Agent to Receive Notification of Claimed Infringement.

Charlottesville Stock Photography

775 Ridge Street

Charlottesville, VA.

22902

Attn: CSP Agent