

Terms of Use

Last modified: February 6, 2018

Acceptance of these Terms of Use

These Terms of Use are entered into by and between you, as either a host of an event (“**Host**”) or a Guest of an event (“**Guest**”), collectively, “**You**” or “**Your**”), and Text Event Pics, LLC, a Florida limited liability company (“**Company**”, “**We**” or “**Us**” or “**Our**”), individually, a “**Party**”, and collectively, the “**Parties**”. These Terms of Use, together with any documents they expressly incorporate by reference (collectively, the “**Agreement**” or “**Terms of Use**”), govern Your access to and, if a Host, administration of, the TextEventPics’ Photobucket website that is assigned to a Host’s event through an assigned event phone number, including all corresponding content, functionality, and services offered on or through the same, including but not limited to the SHOUT feature defined below (“**Website**”).

Subject to the terms, conditions, and limitations contained herein, the purpose of these Terms of Use is to allow Hosts to use the Website for:

- controlling and moderating content on the Website, including:
 - SMS texting, uploading, posting, viewing, accessing, publishing, sending, deleting, and unpublishing, photographic images SMS texted, posted, or uploaded to the Website (“**Images**”);
 - controlling their Guest list and Guest or third party access to the Images; and
- SMS texting Guests through the SHOUT SMS text messaging function to the event phone number (“**SHOUT**”);

and to allow Guests to use the Website for:

- SMS texting, uploading, and posting Images on the Website subject to the Host’s control and settings.
- viewing the Images, subject to Host’s approval, from the event.
- Opting in, and opting out, of SHOUT.
- Receiving SMS text messages through SHOUT upon so opting in.

Please read this Agreement carefully before You start to use the Website at the link sent to you with these Terms of Use. By using the Website, or by clicking to accept or agree to this Agreement when this option is made available to You, You accept and agree to be bound and abide by this Agreement and Our Privacy Policy, found at https://texteventpics.com/privacy_policy incorporated herein by reference. If You do not want to agree to this Agreement or the Privacy Policy, You must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions and who are either Hosts or Guests of events. By using this Website, You represent and warrant that You are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If You do not meet all of these requirements, You must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in Our sole discretion. All changes are effective immediately when We post them, and apply to all access to and use of

the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that You accept and agree to the changes. You are expected to check this page each time You access this Website so You are aware of any changes, as they are binding on You.

Accessing the Website and Account Security

We reserve the right to amend the Website in Our sole discretion without notice. While We will make every reasonable effort to ensure the Website is functional at all times, We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for You to have access to the Website. To access the Website, or some of the resources it offers, You may be asked to provide certain registration details or other information related to the event. It is a condition of Your use of the Website that all the information You provide on the Website is correct, current, and complete. You agree that all information You provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by Our *Privacy Policy* https://texteventpics.com/privacy_policy and You consent to all actions We take with respect to Your information consistent with Our Privacy Policy.

If You choose, or are provided with, a user name, password, or any other piece of information as part of Our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Website or portions of it using Your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by You or provided by Us, at any time, in Our sole discretion for any or no reason, including if, in Our opinion, You have violated any provision of these Terms of Use. Additionally, We have the right to suspend or restrict access to the Website if any third party has obtained unauthorized access to the Website.

Guest Copyright Ownership Transfer

Guest agrees, in exchange for Guest's use of the Website, to hereby irrevocably transfer, convey, and assign to the event Host, its successors and assigns, free and clear of any restrictions or encumbrances, in perpetuity, all right (whether now known or hereinafter invented), title, and interest in and to the Images Guest SMS texts, posts, uploads, or shares on or to the Website. This assignment includes without limitation, all worldwide copyrights in and to the Image, and the rights to sue for past or future infringement, as well as any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing. Guest also understands that all Images hereby become the exclusive property of the event Host, and that the event Host may, but is not obligated to, edit, copy, exhibit, publish or distribute the Images, without limitation, throughout the world, in any medium or format, except where prohibited by law. Host also may delete or unpublish the Images at any time. Guest understands that, by virtue of the assignment Guest has granted herein, Guest has no right to inspect or approve the Images before they are used by the event

Host, and that Guest has no objection to Guest's likeness being used. Guest also agrees that, by posting an Image on the Website, Guest will not post the Image on any other photosharing platform or social media platform, including but not limited to Facebook, Instagram or Snapchat.

Copyright License

Hosts agrees, in exchange for Host's use of the Website, to grant to Guest, for a period of three years, a non-exclusive, non-transferable, non-sublicensable license throughout the world to the Images Guest SMS texts, posts, uploads, or shares on or to the Website, solely to reproduce or display the Images through all media now known or hereinafter developed, for personal, non-commercial purposes, provided, that the Guest has retained a copy of the Image on the Guest's mobile device. Host understands that if Guest uploads or posts any Images to other photosharing or social media platforms in violation of this Agreement, Host may lose its copyright ownership in and to those Images. Host also understands that if Host uploads or posts any Images to other photosharing or social media platforms, Host's copyright ownership in and to the Images is subject to any intellectual property license grants or other conditions so required by those photosharing or social media platforms. Host also agrees, in exchange for Host's use of the Website, to grant to Company, a non-exclusive, transferable, sublicensable license throughout the world, to the Images Guest SMS texts, posts, uploads, or shares on or to the Website, solely for the Company to receive, retrieve, process, display, and store the Images on the Website, subject to the terms of this Agreement. Host understands that if Host deletes certain Images on the Website, backup data or metadata of the Images may persist on the Company's servers for a period of time.

Intellectual Property Rights

The Website and its entire contents, features, and functionality, are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Unless otherwise provided in this Agreement, You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on Our Website, except as follows:

- Your computer or mobile device may temporarily store copies of such materials in RAM incidental to Your accessing and viewing those materials.
- You may store files that are automatically cached by Your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for Your own personal, non-commercial use and not for further reproduction, publication, or distribution.

If You print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms of Use, Your right to use the Website will stop immediately and You must, at Our option, return or destroy any copies of the materials You have made. No right, title, or interest in or to the Website any content on the Website is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

If We provide desktop, mobile, or other applications for download, You may download a single copy to Your computer or mobile device, provided You agree to be bound by Our end user

license agreement for such applications.

If We provide *social media features* <https://www.texteventpics.com/> , <https://www.youtube.com/channel/UC0tapUBUcQgswqaoBT48bOQ> , <https://www.linkedin.com/company/texteventpics/> , <https://www.pinterest.com/TextEventPics/> , <https://www.facebook.com/texteventpics/> , <https://twitter.com/TextEventPics> with certain content, You may take such actions as are enabled by such features.

This entire “Intellectual Property Rights” section excludes the copyright ownership and license in the Images conveyed pursuant to the terms of this Agreement.

If You wish to make any use of material on the Website other than that set out in this section, please address Your request to: Copyrights@texteventpics.com.

Trademarks

The Company name, the terms, the TextEventPics trademark, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards https://texteventpics.com/appropriate_behavior set out in these Terms of Use.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by Us, may harm the Company or users of the Website or expose Us to liability.

Additionally, You agree not to:

- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website unless authorized by this Agreement.
- Use any manual process to monitor or copy any of the material on the Website unless otherwise authorized by this Agreement, or for any other unauthorized purpose without Our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.

- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website are stored, or any server, computer, or database or telecom device connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or, if you are a Guest, interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Host Responsibility and Acknowledgement

While the Company requires that all Images and other data posted to the Website, or any SMS text messages sent or disseminated using SHOUT, comply with the Content Standards set forth below and other terms of this Agreement, the Company does not review any Images, data, or SMS texts prior to their being SMS texted, uploaded, posted, viewed, accessed, published, sent, deleted, or unpublished. Accordingly, the Company cannot ensure removal of Images, data, or SMS text messages that are objectionable. We assume no liability for any action or inaction regarding any Images, data, SMS text messages, transmissions, communications, or content provided by Host, Guest, or any third party. Host understands and acknowledges that Host, not the Company, has and retains SOLE responsibility and liability for the content of any Images, data, or SMS text messages SMS texted, uploaded, posted, viewed, accessed, sent, deleted, unpublished, or published, through or to the Website, including the legality, reliability, accuracy, and appropriateness of such Images.

Additionally, notwithstanding any other provision of this Agreement, including the Copyright Ownership rights granted herein to Host, Host agrees to:

- Remove, by deleting or using the “unpublishing” feature, Images from the Website of persons who object at any point to using their likeness in those Images.
- obtain the express written or oral consent of the person depicted in the Image as required by Florida Statute sec. 540.08, if Host intends to use any of the Images for commercial or advertising purposes.
- Remove, by deleting or using the “unpublishing” feature, Images that are illegal or otherwise violate these Terms of Use.

Guest SHOUT Text Messaging

SHOUT is a feature that allows Hosts to send Guests SMS text messages relating to their events. When a Guest opts-in to use SHOUT, We will send the Guest a SMS text message to confirm his or her signup. Guest may cancel the SHOUT SMS text messaging feature at any time by SMS texting “*NOSHOUT” to the event phone number. After Guest send the SMS message “*NOSHOUT” to the event phone number, the event phone number will send Guest a SMS message confirming Guest’s unsubscription, and Guest will no longer receive SMS text messages from SHOUT. If Guest forgets how to unsubscribe or otherwise needs help using SHOUT, Guest may send the SMS text message “*HELP” to the event phone number. After Guest sends the SMS text message “*HELP” to the event phone number, the event phone number will reply to Guest with instructions on how to use SHOUT and how to unsubscribe. Please note that if Guest SMS texts the message “*NOSHOUT” to the event phone number, Guest will not be sent any further SMS text messages from SHOUT.

We can deliver messages to most major mobile carriers and many minor mobile carriers. If we cannot deliver a message to a certain mobile carrier, the Guest mobile phone user will not be sent a “_____” message after the Guest attempts to opt-in to SHOUT.

Host understands that Guests must opt-in, and may afterwards opt-out at any time, from receiving SMS text messages sent using SHOUT.

SMS Text Message Data Rates

Message and data rates may apply for any SMS text messages sent to You from the event phone number and to the event phone number from You.

Guests will receive two SMS text messages when Guests SMS text Images to the event phone number: a welcome message, and a confirmation message with a link to these Terms of Use. If Guests opt-in to use SHOUT, Guests will be charged message and data rates for all SMS text messages sent to them. Message and data rates also apply for all messages and data Hosts send and receive.

If You have any questions regarding message and data rates, You should please contact Your mobile phone provider.

Monitoring and Enforcement; Termination

Although We do not monitor any Images, data, or SMS text messages before they are texted, uploaded, posted, viewed, accessed, published, or sent, deleted, unpublished, or published, and although Host retains control, moderation, and sole responsibility and liability relating to all Images, data, and SMS text messages that are SMS texted, uploaded, posted, viewed, accessed, sent, deleted, unpublished, or published through or to the Website, We have the right to:

- Remove or refuse to post any Image, data, or any SMS text message for any or no reason in Our sole discretion.
- Take any action with respect to any Image, data, or SMS text message that We deem necessary or appropriate in Our sole discretion, including if We believe that such Image or data violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website, or the public, or could create liability for the Company.
- Disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend Your access to all or part of the Website for any violation of these Terms of Use.

Without limiting the foregoing, We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We have no liability or responsibility to anyone for performance or nonperformance of the

activities described in this section.

Content Standards

These content standards apply to any and all Images and data posted on the Website and SMS text messages and data sent using SHOUT. The content of all Images and data must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, the Images, data, and SMS text messages must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and Our Privacy Policy https://texteventpics.com/privacy_policy
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Give the impression that they emanate from or are endorsed by Us or any other person or entity, if this is not the case.

Copyright Infringement

Notwithstanding the Copyright Ownership Transfer and Copyright License paragraphs above, if You believe that any Images on the Website or SMS text messages violate Your copyright, please see our Copyright Policy https://texteventpics.com/appropriate_behavior for instructions on sending Us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Information About You and Your Visits to the Website

All information We collect on this Website is subject to Our Privacy https://texteventpics.com/privacy_policy. By using the Website, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy. You understand, as stated in the Privacy Policy, that We may disclose aggregated information about You, and information that does not identify You individually, without restriction.

Geographic Restrictions

The owner of the Website is based in the state of Florida in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside the United States, You do so on Your own initiative and are responsible for compliance with local laws.

Limited Warranty; Disclaimer

The Company warrants to Host and Guest that the Company has the right to provide the Website to the Host and Guest for use by the Guest and Host in accordance with the terms

of this Agreement. You understand that We cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR MOBILE PHONE OR DEVICE, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ANY ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

WE ASSUME NO LIABILITY WHATSOEVER FOR UNAUTHORIZED ACCESS TO THE WEBSITE CAUSED AS A RESULT OF YOUR FAILURE TO SAFEGUARD YOUR PASSWORD OR OTHER PROTECTIVE LOG-IN INFORMATION.

UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF

REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Guest Indemnification

Guest agrees to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to Guest's violation of these Terms of Use or Guest's use of the Website or any of the Website's content, services, and products other than as expressly authorized in these Terms of Use. Guest agrees to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to any Images, data, or any SMS text messages Guest SMS texts, uploads, posts, sends, or publishes through or to the Website.

Host Indemnification

Host agrees to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to Host's violation of these Terms of Use or Host's use of the Website or any of the Website's content, services, and products other than as expressly authorized in these Terms of Use. Host agrees to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to any Images, data, or any SMS text messages SMS texted, uploaded, posted, viewed, accessed, sent, deleted, unpublished, or published through or to the Website, including without limitation, ANY COPYRIGHT INFRINGEMENT OR INVASION OF PUBLICITY OR PRIVACY CLAIMS.

Governing Law and Jurisdiction

All matters relating to the Website and this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the City of Jacksonville and County of Duval although We retain the right to bring any suit, action, or proceeding against You for breach of this Agreement in Your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Florida law.

Waiver of Jury Trial

You irrevocably and unconditionally waive any right You may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Entire Agreement

The Agreement and Our Privacy constitute the sole and entire agreement between You and TextEventPics, LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

The Website is operated by TextEventPics, LLC at 6792 A Avenue, St. Augustine, Florida 32080.

All notices of copyright infringement claims should be sent to the copyright agent designated in Our Copyright Policy https://texteventpics.com/appropriate_behavior in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: Copyrights@texteventpics.com.