

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **VBI Photography** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

DEFINITIONS

"Agreement" denotes these Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

"We," "us," and "our" are references to VBIPHOTOGRAPHY.COM.

"User," "You," and "your" denotes the person who is accessing the website for taking or availing of any service from us. User shall include the company, partnership, sole trader, person, body corporate, or association taking services of this Website.

"Website" shall mean and include **vbiphotography.com** and any successor Website of the Company or any of its affiliates.

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION IS TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES ARE CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see "Changes to these Terms" below.) By accessing, browsing, and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND VBI PHOTOGRAPHY.

Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Services and may subject you to civil and criminal penalties.

AGE RESTRICTION

You must be at least 13 (Thirteen) years of age to use this Website or any Services contained herein. By using this Website, you represent and warrant that you are at least 13 years of age and may legally agree to this Agreement. We assume no responsibility or liability for any misrepresentation of your age.

ACCURACY OF INFORMATION

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to user descriptions, pricing, availability, promotions, and offers. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and conditions at any time and for any reason. We undertake no obligation to update, amend or clarify information on the Website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated. Please ensure that you check the applicable Terms every time you use our site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted the changes in any revised Terms and conditions by your continued use of the site after the date such revised Terms and conditions are posted.

IFRAMES

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of vbiphotography.com.

- You further agree not to use the Website or Services:
- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any of our intellectual property rights or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- To unlawfully gather information about others.

INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by us are the property of VBI Photography, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

COPYRIGHT

All content included in or made available through any VBI Photography, such as text, graphics, logos, button icons, images, digital downloads, data compilations, and is the property of VBI Photography or its content

suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any VBI Photography is the exclusive property of VBI Photography and protected by US and international copyright laws.

Copyright Infringement

We do not allow any content that infringes copyright. The use of copyrighted content of others without proper authorization or legally valid reason may lead to a violation of VBI Photography 's policies.

At the same time, not all unauthorized uses of copyrighted content constitute an infringement. Exceptions to copyright infringement, such as the fair use doctrine or other applicable laws, allow the use of copyrighted work under certain circumstances.

Copyright Infringement Notification

1. Contacting the user directly may resolve your complaint more quickly and in a way that is more beneficial to you, the user, and our community. You may also file a Copyright Infringement Report.
2. All complaints should contain the information requested in our online Copyright Infringement Report form. Failure to include necessary information may limit our ability to investigate your claims and may result in your complaint being denied.
3. We may provide the account holder with your contact information, including the email address the name of the copyright owner, and/or details of the complaint.
4. Before submitting a notification, please be aware that intentionally submitting a misleading or fraudulent report may lead to liability for damages under section 512(f) of the United States Digital Millennium Copyright Act (DMCA) or similar laws as may be applicable in other countries.

Copyright Infringement Counter-Notification

1. If you receive a copyright infringement notification that you believe to be in error or believe that you are authorized to use the content, you can reach out to the copyright owner directly to request a retraction.
2. You may also provide us with a counter-notification via our Counter Notification Form. All counter-notification should contain the information requested in the Counter Notification Form. Failure to include necessary information may limit our ability to investigate your claims and may result in your counter-notification being denied.
3. The counter-notification process will take time to complete, please be patient. During this time, the copyright claimant may file an action seeking a court order to keep the content down pursuant to the United States Digital Millennium Copyright Act (DMCA) or similar laws in other countries. Please note that we will forward the entire counter-notification to the original reporter, including any contact information you provide, in accordance with our Terms of Services and Privacy Policy. The claimant may use this information to file a lawsuit against you.
4. If we do not receive notice that the original reporter is seeking a court order to prevent further infringement of the material at issue, we may replace or cease disabling access to the material that was removed if the material does not infringe on third-party copyright. The decision to re-post any material is at VBI Photography sole discretion.

INDEMNIFICATION

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless VBI Photography and its affiliates and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former, or future officers, directors, employees, agents, successors

and assigns and related third parties (each an “Indemnified Party”), for any claims, causes of action, debts, damages, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any third-party claim that (a) your use of or inability to use the Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by VBI Photography. VBI Photography 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 VBI Photography in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party’s prior written consent.

BINDING ARBITRATION

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The arbitration will take place in United States. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, the Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in United States, and the Parties hereby consent to and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either party related in any way to the site be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties, and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the vbiphotography.com Website, including loss of data or information or any kind of financial or physical loss or damage.

In no event shall VBI Photography, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the service; (ii) any conduct or content of any third party

on the service; (iii) any content attained from the service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

MODIFICATION & VARIATION

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you through your computer system or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you because of your use of the Website or Services to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

GOVERNING LAW AND JURISDICTION

This website originates from United States. The laws of United States. Without regard to its conflict of law, principles will govern these terms to the contrary. You hereby agree that all disputes arising out of or in connection with these terms shall be submitted to the exclusive jurisdiction of the United States. By using this website, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding, or claim arising under or by reason of these terms. You hereby waive any right to trial by jury arising out of these terms.

SEVERABILITY

If any provision of these Terms and conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

CONTACTING US

If you would like to contact us to understand more about terms or wish to contact us concerning any matter, you may do so via the contact us or email us at Ivan@vbiphotography.com.

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