

TERMS AND CONDITIONS

We are pleased to provide you with the ability to upload, edit, store, share, publish, and order prints and endless custom products utilizing your personal digital imagery (the "Service"). For purposes of this Agreement, the terms "we," "our" and "us" mean CDA Communications, Inc., a Maryland corporation, and the term "user," "you" and "your" means the person using the Service. Your use of the Service constitutes your binding acceptance of these terms Terms and Conditions and those contained in the Privacy Notice (collectively, the "Terms"). The Terms are designed to help ensure that your experience with us is fun, safe and rewarding. If you have any questions about the Terms, please contact us at help@cdaweb.org.

Participation

You may participate in the Service if you are at least [13 years of age] and submit certain requested information to us, including without limitation your name and email address. Failure to provide true, accurate, current and complete information may disqualify you from participation and result in the termination of your access to the Service.

Storing Digital Content

We provide unlimited storage of online photos to you, and make every reasonable effort to maintain the original resolution of your content. However, content may, sole and absolute discretion, be scaled down and storage limitations may be imposed upon advance notice. We highly recommend that you not rely on us as the only location for storing your personal content. You should always back up your images. You acknowledge and agree that we are not responsible for any lost, damaged or altered content.

Content Limitations

We are committed to providing a fun and safe place for all users, and we are serious about ensuring the same. The following types of content are strictly prohibited and will not be tolerated:

- content that is abusive, deceptive, pornographic, obscene, defamatory, libelous, slanderous, offensive, or otherwise inappropriate;
- content that embodies, infringes upon or misappropriates third party rights (including, but not limited to, copyrights, trademarks, service marks or any other proprietary or protected material, or privacy right used without the express permission of the owner);
- content that constitutes "hate speech," whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual group;
- content that constitutes political advertising or political speech;
- content that violates or otherwise encroaches on the rights of others;
- content that spreads, distributes, introduces or exposes other users to viruses, worms, corrupted files, cracks, Trojan horses or other forms of harmful or corrupted code that are intended to or may damage or render inoperable software, hardware or security measures of ours or any third party;
- content that uses or contains any "spyware" or "adware" ("spyware" or "adware" is any software which has been downloaded to and/or installed on an Internet user's computer, without the user's active consent, and facilitates the distribution of any commercial message to the user);
- content that facilitates or promotes gambling, or the sale of use of liquor, tobacco or firearm products, or illicit drugs;
- content that facilitates, promotes or forwards illegal contests, unlawful gambling activities or lotteries, pyramid schemes or chain letters;
- content that advocates illegal activity;
- content that harms anyone, including without limitation minors; or,
- content that provides a link, directly or indirectly, to any conduct listed above.

We have the sole and absolute discretion to determine whether any activity falls under any of the criteria listed above, and we reserves the right to review and examine any and all user submissions. We may delete, move, restrict access to and edit content for any reason, at any time, without notice to any user.

You hereby represent, warrant and covenant to us that your content does not and will not violate any of the foregoing Content Limitations. We may, but we are under no obligation to, review your content, and may refuse to make your content available to users in whole or in part if we determine that any content violates the foregoing limitations or such other reasonable limitations as we may adopt from time to time. Failure by us to exhibit any content that does not meet the specifications required by us, including materials which do not meet our content limitations and/or is in violation of your representations and warranties to us here under, does not constitute a breach of Terms or otherwise entitle you to any legal remedy. In addition, we shall have the right, at any time, to remove any content and/or to terminate your access to the Service if we are directed to do so by any law enforcement agency, court or government agency. Any such rejection/removal shall not constitute a breach hereof or otherwise entitle you to any legal remedy.

Users are responsible for all content submitted by them. We in no way guarantee the accuracy, quality or appropriateness of any content uploaded to our system.

Limitations on Use

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Your use of our technology is for personal purposes only. Users may not use or access system for any commercial purpose.

Third Party Software

As a convenience or to enhance the participation experience, we may make third-party software available to users, including through downloading. In order to download and/or use such software, you must separately agree to the terms and conditions imposed by the third-party software provider. These agreements will be solely between you and the third-party software provider. We make no representations or warranties concerning, and is not liable or responsible in any manner for, any performance, effectiveness or other aspect of such software.

Privacy

We respect your privacy and, although we do not guarantee it, we have taken specific steps to protect it. Please see our Privacy Notice, which is incorporated herein of the Terms.

Copyright

When you use the Service, you become a participant in an online community of people who enjoy photography. In order for us to make your photos available to you and your invitees, as well as to use images to offer you a special variety of online services, as a condition to your use of the Service, you hereby grant us a world-wide, perpetual, universal, non-exclusive and royalty-free license to copy, display, modify, transmit, make derivative works of, and distribute your content, solely for providing you, or improving services, the Service. As a further condition to your use of the Service, you represent and warrant to us that you either own your content or have obtained written permission from any copyright owner relating thereto in order to grant the foregoing license to us.

You understand and agree that we shall be the exclusive owner of any and all right, title and interest (including copyright) in and to any works of authorship, derivative works, adaptations, inventions or other intellectual property generated by us, our employees or agents in connection with providing the Service, and any advertising and/or promotional materials relating thereto. You shall retain ownership of all content in the form uploaded to us.

You are solely responsible for any copyright or trademark violations that you may incur as a result of your use of the Service.

Indemnification

YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS CDA COMMUNICATIONS, INC., INCLUDING ITS MEMBERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, SUPPLIERS, INFORMATION PROVIDERS, AND AGENTS (COLLECTIVELY OUR "AFFILIATES") FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, LIABILITIES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF A REPRESENTATION, WARRANTY OR COVENANT MADE BY YOU TO US, OR ANY VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO THE SERVICE (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR BY ANY OTHER PERSON ACCESSING THE SERVICE AS YOUR INVITEE, OR ANY THIRD PARTY CLAIMS, ADMINISTRATIVE PROCEEDINGS OR CRIMINAL INVESTIGATION OF ANY KIND ARISING OUT OF OR RELATING TO ANY SUCH BREACH OR VIOLATION.

Warranty Disclaimer

WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, AS TO ANY MATTER, INCLUDING WITHOUT LIMITATION, THE SERVICE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE PROVIDED BY US HEREUNDER, AND ANY MATERIALS OR OTHER SERVICES PROVIDED BY OR ON BEHALF OF US PURSUANT TO THE SERVICE ARE PROVIDED "AS IS," "AS AVAILABLE" AND WITH ALL DEFECTS. WE HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, PERFORMANCE, NON-INFRINGEMENT, NON-INTERFERENCE, INFORMATIONAL CONTENT, ACCURACY, COMPATIBILITY, SYSTEM INTEGRATION, SECURITY AND CONDITION OR OPERATION OF THE FOREGOING AND/OR THE TECHNOLOGY DEPLOYED IN CONNECTION THEREWITH. WE MAKE NO WARRANTY THAT (I) THE SERVICE WILL BE PROVIDED IN A MANNER THAT IS UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (II) THE SERVICE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (III) THE SERVICE WILL MEET YOUR REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO SOFTWARE, GOODS OR SERVICES THAT ARE ACCESSED, PURCHASED OR OBTAINED THROUGH THE SERVICE OR THAT ARE ADVERTISED ON OUR SITE, INCLUDING THAT SOFTWARE WILL BE FREE OF CORRUPTIVE CODE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. THE REMEDIES SET FORTH HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

The CDA Communications, Inc. Guarantee of Satisfaction

CDA Communications, Inc. stands behind the quality of its products and services. If you are not 100% satisfied with your purchase from us, simply contact info@cdaweb.org within 30 days from the date you receive it (or the date it was scheduled to arrive) and we will refund the full price of the product(s) in question, excluding shipping and processing costs.

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CDA Communications, Inc. takes great pride in its commitment to customer satisfaction. However, certain circumstances are beyond our control and are not covered by the guarantee. Please note that we cannot be responsible for:

- Spelling, punctuation or grammatical errors made by the customer.
- Inferior quality or low-resolution of uploaded images.
- Design errors introduced by the customer in the document creation process.
- Errors in user-selected options such as choice of finish, quantity or product type.
- Damage to the products arising after delivery to the customer.

Please preview your designs carefully and correct any mistakes prior to placing your order. In an effort to keep costs down and pass substantial savings along to our customers, CDA Communications, Inc. does not proof documents created by its customers prior to processing.

Release/Limitation of Liability

BY USING THE SERVICE, YOU RELEASE US FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, LOSS, LIABILITY OR EXPENSE OCCASIONED BY YOU BY REASON OF ANY ERRORS AND/OR OMISSIONS IN THE PLACEMENT OR MANNER OF DISPLAY OF YOUR CONTENT. YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF OR RELATING TO YOUR CONTENT, AND/OR THE UPLOADING OF YOUR CONTENT TO OUR WEBSITE. WE SHALL NOT BE LIABLE TO YOU FOR ANY TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA OR OTHER INJURY, DAMAGE OR DISRUPTION TO YOUR CONTENT. YOU ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) TO YOU OF ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LIABILITIES (INCLUDING ANY LOSS OF DATA, REVENUE OR PROFIT) ARISING WITH RESPECT TO YOUR USE OF THE SERVICE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (i) USE OR INABILITY TO USE THE SERVICE, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD PARTIES, (iv) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SERVICE, OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. MOREOVER, YOU ACKNOWLEDGE AND AGREE THAT OUR LIABILITY RELATED TO THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY PURCHASE OF PRODUCTS OR SERVICES AS PART OF THE SERVICE, SHALL NOT EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE USE OF THE SERVICE OR THE PURCHASE OF PRODUCTS/SERVICES THEREUNDER. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY CLAIM OF ANY NATURE, WHETHER DIRECT OR INDIRECT, ARISING FROM OR RELATED TO (i) CONTENT MADE AVAILABLE ON OR THROUGH THE SERVICE, INCLUDING ERRORS OR OMISSIONS IN SUCH CONTENT, OR (ii) LOSS OR DAMAGE INCURRED AS A RESULT OF CONTENT UPLOADED TO OUR SYSTEM. IN ADDITION, WE SHALL NOT BE LIABLE FOR ANY DAMAGES FOR FAILURE TO FULFILL AN ORDER FOR ANY REASON WHATSOEVER THAT IS OUTSIDE OF OUR CONTROL, INCLUDING WITHOUT LIMITATION, LABOR DISPUTES, STRIKE, WAR, RIOT, INSURRECTION, CIVIL COMMOTION, FIRE, FLOOD, ACCIDENT, STORM, ACT OF GOD, OR ANY CIRCUMSTANCE BEYOND OUR CONTROL.

Termination

We may, in our sole and absolute discretion, terminate your access to the Service, and remove and discard any Content at any time, without notice and for any reason or no reason, including without limitation, for: (i) conduct that violates these Terms or other policies or guidelines set forth by us, (ii) conduct we believe is harmful to other users or to us, (iii) conduct that we believe is improper or unprofessional; or (iv) failure to maintain active participation in the Service. We will not be liable to you or any third-party for any termination of your access to the Service, and any such termination shall not constitute a breach hereof or otherwise entitle you to any legal remedy.

Choice of Law

You agree the laws of the State of Maryland (except those conflicts of laws provisions which would defeat application of Maryland substantive law) will apply to the Terms and any other dealings between you and us. You agree that the District or Circuit Courts for Howard County Maryland or the District of the United States for the District of Maryland are exclusive forum and venue to resolve any and all disputes arising out of or otherwise relating to the Terms any other dealings between you and us, and you hereby consent to personal jurisdiction and venue in the District or Circuit Courts for Howard County Maryland or the District of the United States for the District of Maryland; provided, however, that either party may enforce judgement rendered by such court in any court of competent jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

Modification of Terms

We may amend the Terms at any time, for any reason, without notice, including the right to terminate the Service or any part thereof.

Entire Agreement/Captions

The Terms constitute the entire agreement between you and us regarding the subject matter hereof and superseded all prior and contemporaneous agreements or communications. In the case of inconsistencies between the Terms and any other terms, conditions or other information you may obtain or receive (for example, promotional materials and mailers), the Terms will always control. You may also be subject to additional terms and conditions that may apply when you use any services of our Affiliate services, third-party content, or third-party software. Captions are inserted herein only for convenience and are not to be construed as part of the Terms.

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Waiver

Our failure to exercise or enforce any of the Terms will not constitute a waiver of such Terms. No waiver of any breach of any provision of the Terms by us shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no such waiver by us shall be effective unless made in writing and signed by our authorized representative. If any of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Independent Relationship

Nothing regarding our granting you access to the Service will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between you and us.

Assignment Prohibited

You may not assign, sub-license, transfer, encumber or otherwise dispose of your access to the Service without our prior written approval. Any attempted assignment, sub-license, transfer, encumbrance or other disposal without such consent shall be void and shall constitute a material default and breach hereof.

Time Limitations on Claims/Causes of Action

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service or the Terms will be filed within one year after such claim or cause of action arose, or be forever barred.

Survival

This paragraph and the paragraphs captioned Indemnification, Warranty Disclaimer, Release/Limitation of Liability, Choice of Law and Time Limitation on Claims/Causes of Action shall survive termination, along with any other provisions that might reasonably be deemed to survive such termination.

Reporting Violations

You may, and are encouraged to, report violations of the Terms to help@cdaweb.org.