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## TERMS AND CONDITIONS

LETTER ID: #001

DATE: July 12, 2015

EFFECTIVE: August 12, 2015

PLEASE INCLUDE LETTER ID ON ALL REPLIES

### Terms and Conditions

#### **Effective: August 12, 2015**

Your access to and use of the Service is conditioned on your consent of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. The use of this service for anything beyond simply viewing it (that is uploading, downloading, voting, flagging, etc) not only constitutes your consent, but also your electronic signature, meaning you are contractually bound by these terms

"Us", "we", or "our" furthermore refers to Image Our World and this website.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

#### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Image Our World.

Image Our World has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Image Our World shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

#### **Location**

By uploading a file or contributing content you understand and represent that doing so will share your location, that the information will be displayed publicly and that we are not responsible for any damages caused by the sharing of this information.

#### **Termination**

We may terminate or suspend access to our Service or any of our Content immediately, without prior notice or liability, for any reason whatsoever, including without limitation.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Intellectual Property**

By uploading a file or contributing content you warrant and represent that doing so does not infringe or violate anyone else's rights; and that you have created the file being uploaded or otherwise have sufficient intellectual property rights to upload the material consistent with these terms.

You furthermore take full responsibility for any breaches of copyright or damages caused by any files you upload. Breaches of copyright may result in the deletion of the offending file within an unlimited time period of the file being uploaded or the copyright infringement being noted; and may also result in the suspension of the offender's account or IP address.

By uploading a file or contributing content you give us the rights to indefinitely display, or use any content you supply in any way we see fit; including, but not limited to, purposes of advertising or licensing.

By downloading a file or content from this website you agree that you will not use the content for anything besides personal, non-commercial purposes, and may not claim any right to the content, except to the extent otherwise specifically provided in writing by the intellectual property holder.

## **Content Management**

Content can be deleted at any time for any reason. No backups are made or retained.

Image Our World does not condone explicit, racist, vilifying or any other offensive content and will endeavour to remove offensive content.

Image Our World holds no responsibility for any damages caused by unintended or intended viewing of offensive content, this includes physical and psychological damage.

We encourage Users to flag offensive material.

## **DISCLAIMER OF WARRANTY**

THIS WEBSITE/SOFTWARE AND THE ACCOMPANYING FILES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED, DISPLAYED AND EDITED BY Image Our World AS WELL.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Australian Capital Territory, Australia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire

agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.