

DHPA

Terms and Conditions

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We may modify this Agreement at any time by updating this document. If you continue using the Site in any way following an update, you agree to be bound by the new Agreement.

1. Use of the Site

(a) By using, accessing or viewing the Site in any way, you agree that:

- i. You are at least 13 years of age or older and may enter into legally binding contracts.
- ii. You will not use the Site or any of its content in any way that is, or facilitates, illegal or prohibited activities.
- iii. You will not disrupt the Site or attempt to circumvent, hack, or unlawfully access the Site or its content.
- iv. You will not violate the intellectual property rights, including copyright, trademark, and patent rights, of DHPA. This includes DHPA's rights to all photographs and images on the Site.

(b) Your access to the Site may be limited or terminated at any time and for any reason.

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- (d) By making any purchase through the Site, you agree that DHPA is authorized to charge a fee to the payment method (such as credit card) you provide. By making any purchase, you represent and warrant that you are authorized to make such purchase with the specified payment method you provide.
- (e) Prices found throughout the Site are subject to change with notice.
- (f) All purchases and sales through the Site are final and no refunds shall be made under any circumstance.

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 - iii. You will include the text "Photo(s) by DHPA.com" or "Photo Credit: DHPA.com" in text adjacent to the works unless such attribution is not physically possible, in which case you must receive a written waiver from DHPA.
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- iii. You will include the text "Photo(s) by DHPA.com" or "Photo Credit: DHPA.com" in text adjacent to the purchased image unless such attribution is not physically possible, in which case you must receive a written waiver from DHPA.
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 4. Use the purchased image as, or as part of, a trademark or service mark.
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4. No Warranties; Disclaimers

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5. Miscellaneous

- (a) This Agreement shall be governed exclusively by the law of the state of Florida without regard for the conflict of laws. Any dispute arising under, or related to, this Agreement shall be brought exclusively in the state and federal courts of Miami-Dade County, Florida. This Section 5(a) notwithstanding, DHPA retains the right to bring an individual action to seek injunctive or other relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.
- (b) This Agreement constitutes the full and complete understanding of the parties with respect to the use of the Site and the Work.
- (c) If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect to the maximum extent allowed by law.

(d) Any delay or failure of the parties to exercise or enforce any portion of this Agreement shall in no way constitute any waiver of rights.

(e) Notice may be sent to DHPA at support@dhp.com.