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Please read the Terms of Use carefully before you start to use the Site. These Terms contain a binding arbitration clause and a waiver of class action rights.

BY ACCESSING, BROWSING OR USING THE SITE (INCLUDING YOUR SUBMISSION OF INFORMATION TO THIS SITE), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY (WHICH IS INCORPORATED HEREIN FOR ALL PURPOSES), AND TO COMPLY WITH ALL APPLICABLE UNITED STATES LAWS AND REGULATIONS.

You agree that the Terms of Use, combined with your act of using the Site, have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature. You further agree that you shall not challenge the validity, enforceability, or admissibility of the Terms of Use on the grounds that it was electronically transmitted or authorized.

Eligibility

This Site is offered and available to users who are 18 years of age or older.

Contact Information

Should you have any questions about these Terms of Use, please contact us at:

- PixPective
- PO Box 555
- Anytown GA 99999

Subscription Terms and Refund Policy

This section applies to your use of www.PixPective.com and its associated webpages (collectively, "PixPective"). Many features of PixPective are available without a paid subscription; however, premium access requires you to subscribe. When you purchase a subscription, you agree to pay the applicable subscription fee, as well as any applicable taxes and renewal fees as described more fully below. If we are unable to charge your credit card or other payment method, your subscription will automatically terminate.

We may increase the price of PixPective subscriptions at any time, however, we will give you at least thirty (30) days advance notice of any price increase. This advance notice will give you an opportunity to cancel your subscription before the price increase goes into effect. If you do not cancel your subscription before the price increase goes into effect, you will be deemed to have agreed to the price increase.

If you subscribe to PixPective, you agree to keep your contact information (i.e. address, email address, phone number) and payment information up-to-date at all times.

Cancellation Process

You may cancel by logging into your account and clicking the "cancel subscription" option on your dashboard. You may also request cancellation via email: support@PixPective.com.

Monthly Subscription

The Monthly Subscriptions, currently available in three tiers (basic, premium, and custom) provide you with access to exclusive, members-only content and benefits, including—but not limited to—an ad-free

experience and access to our full-length podcast. The benefits made available to you vary, depending on which tier you select. The cost of a custom subscription is set by you, the subscriber. As a subscriber, you may still receive notices of internal promotions, recommended content and bulletins that enhance the user experience. We do not make any guarantees as to the posting or availability of any content. The Monthly Subscription will automatically renew every month around the same day as the purchase date. You must cancel your subscription before the renewal date to prevent the next charge to your credit card or other payment method. We may also choose, in our sole discretion, not to renew your subscription.

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One-Time Contributions

As an alternative to subscribing with a recurring fee, readers may support PixPective with a one-time contribution. One-time contributors do not receive the benefits associated with subscription membership. One-time contributions are not tax-deductible.

Site Usage

You agree to use the Site only for lawful purposes and only for your own personal, non-commercial use. You may download or print a single copy of any portion of the content provided on the Site for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained in such material. No other use is permitted unless otherwise expressly permitted in writing by The PixPective. You may not, for example, use the Site to transmit, post, download, distribute, copy, display publicly, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, offensive, threatening, defamatory, abusive or hateful.

You are prohibited from violating or attempting to violate the security measures on the Site, including, without limitation:

1. Attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures without proper authorization;
2. Attempting to interfere with service to any user, host or network;
3. Sending unsolicited e-mail, including promotions and/or advertising of products or services;
4. Hijacking all or any part of the Site content, deleting or changing any Site content, deploying pop-up messages or advertising, running or displaying this Site or any Site content in frames or through similar means on another Site, or linking to the Site or any page within the Site, without our specific written permission;
5. Using a false password or one belonging to another user or accessing data not intended for the user or logging into a server or account which such user is not authorized to access; or
6. Disclosing a password or permitting a third party to use a password or failing to notify us if a password is compromised.

We have absolute discretion to determine if any use violates these rules and to act as we deem appropriate in the event of any violation. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences which may involve such violations and may involve, cooperate with, and make disclosures to, law enforcement authorities in identifying and prosecuting users who are involved in such violations.

Site Contents

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, audio, video clips, text, "look and feel", layout, graphics, messages, files, documents, and written and other

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The information presented on or through the Site is made available solely for general informational and entertainment purposes. We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

Requests to use the Contents for any purpose other than as permitted in these Terms should be directed to PixPective at the contact information provided above.

User Content

From time to time, PixPective may offer the ability for Site users to publish or upload information or comments to the Site. This functionality may be reserved for registered users. PixPective reserves the right, but has no obligation, to monitor the information or material you submit to the Site. PixPective will have the right to remove any such information or material that in its sole discretion violates, or may violate, any applicable law or these Terms or upon the request of any third party.

You will not post, download, or copy on the Site, transmit to other users, communicate any content (or links thereto), or otherwise engage in any activity on the Site that:

1. Violates any applicable law or regulation;
2. Promotes or enables illegal or unlawful activities;
3. Will infringe the copyright, patent, trademark, trade secret or other intellectual property rights of others;
4. Violates the privacy or publicity or other personal rights of others;
5. Misrepresents affiliation, connection or association with, any person or entity;
6. Is intended to deceive or defraud other users of the Site;
7. Is libelous, obscene, profane, inaccurate, sexually suggestive, offensive, threatening, defamatory, abusive or hateful;
8. Promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
9. Is intended to or tends to annoy, threaten, harass, or intimidate any other users of the Site;
10. Contains video or images of another person without his or her permission;
11. Contains, collects or solicits personal information about a minor; or

12. Distributes another person's personal information without his or her permission, or collects or solicits another person's personal information for commercial or unlawful purposes.

Other Site users may post information that is protected under copyright laws (whether or not identified as such). You agree that you will not copy, download, modify, publish, transmit, distribute, perform, display, commercially use, or sell any PixPective or third party proprietary information available on or through the Site.

By posting information or content to any public or member's area of the Site, you grant, and you represent and warrant that you have the right to grant, to PixPective and its affiliates an irrevocable, perpetual, non-exclusive, fully-paid, royalty-free, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

Digital Millennium Copyright Act

In the event that a third party provides PixPective with a notification of any alleged intellectual property infringement, PixPective may immediately remove such content and may block access to and cancel such user's registration. In addition, in the event of an alleged copyright infringement, PixPective shall act expeditiously in accordance with the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. § 512) and will take steps to have the allegedly infringing material removed or access to such material blocked.

Procedure for Submitting Notification of Alleged Copyright Infringement

It is our policy to respond to notices of alleged copyright infringement that comply with the DMCA. With respect to copyright infringement, the DMCA requires PixPective to have a designated agent to receive notices of alleged copyright infringement. For any content that you believe infringes your copyright, please send a written notice of alleged copyright infringement to PixPective's designated agent at the following address:

- The PixPective
- PO Box 546
- Jupiter, FL 33458

Your written notification of alleged copyright infringement should include all of the following information:

1. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are to be covered by a single notification, a representative list of such works;
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit PixPective to locate the material on its server;
3. Information reasonably sufficient to permit PixPective to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
4. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by you, your agent, or the law;
5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. Your physical or electronic signature.

Procedure for Submitting Notification of Alleged Intellectual Property Infringement (other than copyright infringement)

If you believe that any content posted using this Site infringes the intellectual property that you own or are licensed to enforce (other than your copyright), please send a written notification to the address provided above, or via email: editor@PixPective.com

Your Privacy Rights

All information we collect on this Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Indemnification

You shall indemnify, defend and hold harmless PixPective and its business affiliates, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, from and against any and all damages, claims and actions brought by you or any third party resulting from: (a) your use of or inability to use the Site, (b) the infringement by you of any intellectual property rights of any person or entity, (c) your violation of the Terms, (d) any content or data entered by you, (e) the breach of any warranty or representation made by you in the Terms, or (f) your violation of any applicable laws, rules or regulations.

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TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PixPective OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, AND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, EVEN IF PixPective HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SITE, OR THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OF LIABILITY OR DAMAGES.

Dispute Resolution

Any controversy, claim, or dispute arising out of or related to these Terms, the Site, or the relationship of the parties, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties (a "Dispute") shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If we are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, but in no event shall it be made more than one year from when the aggrieved party knew or should have known of the controversy, claim or facts forming the basis of the Dispute. The arbitration shall be initiated and conducted according to the American Arbitration Association Consumer Arbitration Rules (the "Arbitration Rules"). The arbitration shall be conducted in Palm Beach County, Florida before a single neutral arbitrator appointed in accordance with the Arbitration Rules. To the fullest extent permitted by law, the arbitrator shall not have the power to award indirect, punitive, special or consequential damages against any party. Arbitration costs and fees shall be determined in accordance with the Arbitration Rules and applicable law. Each party shall be responsible for paying its own attorneys' fees, costs and expenses, regardless of which party prevails, but a party may recover any

or all of its attorneys' fees, costs and expenses from another party if the arbitrator, applying applicable law, so determines. No Dispute may be arbitrated on a class or representative basis and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. Judgment on the award rendered by the arbitrator, if any, may be entered for enforcement purposes in any court having jurisdiction thereof. BY AGREEING TO THESE TERMS, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO PRESENT A DISPUTE IN COURT, RIGHT TO A JURY TRIAL, AND ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE.

The Terms are governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

No Waiver

PixPective's failure to enforce strict performance of any provision of these Terms of Use will not constitute a waiver of PixPective's right to subsequently enforce such a provision or any other provision of these Terms, nor will any delay or omission on the part of PixPective to exercise or take advantage of any right or remedy that PixPective has or may have hereunder, operate as a waiver of any right or remedy.

Severability

In the event that any of the provisions of these Terms shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portion hereof shall remain in full force and effect and such a provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable.

Modification

PixPective, in its sole discretion, reserves the right to update, revise, supplement and to otherwise modify these Terms of Use, and to impose new or additional terms and conditions on your use of the Site from time to time. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions will be effective immediately upon posting to the Site. You agree to review the Terms upon each visit to the Site. If, in our opinion, a change is material, we will also provide you with notice at least thirty (30) days in advance of the material change. Such notice may include posting a notice on the Site or sending notification to the email address connected with your account. Your continued use of the Site following such notice will be deemed to conclusively indicate your acceptance of the revised Terms.