Welcome to the website of PixPective, LLC (“PixPective” or “we”). The following terms and conditions, together with any documents they expressly incorporate by reference, including without limitation the Privacy Policy (collectively, these “Terms of Use” or “Terms”), govern your access to and use of PixPective.com and any related PixPective websites, including without limitation any content, functionality and services offered therein (collectively, the “Site”).

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

**User Content**

PixPective offers 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:

* PixPective
* PO Box 555
* Anytown GA 99999

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: [pixpective.support@PixPective.com](mailto:pixpective.support@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.

**Disclaimer and Limitation of Liability**

THE CONTENT, SERVICES, INFORMATION AND ACCESS TO THE SITE ARE PROVIDED “AS IS” AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. PixPective DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. PixPective DOES NOT WARRANT THAT ANY PART OF THE SITE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT TRANSMISSION TO OR FROM THE SITE AND ACCESS TO THE SITE WILL BE UNINTERRUPTED, CONTINUOUS, OR ERROR-FREE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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, polices, 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.