**Terms & Conditions of Uploading Photos**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE UPLOADING THE PHOTOS IN COMMONFLOOR

Your registration to upload the photos of your locality in www.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Website”) is subject to the terms of a legal agreement between you and Commonfloor. By uploading, accessing and/or using this Webpage owned by **maxHeap Technologies Private Limited** you signify that you have read, understood and hereby agree to be bound by all of the terms and conditions as set forth in this Terms and Conditions (“Terms”). The name 'Commonfloor' has been used interchangeably with ['www.\_\_\_\_\_\_\_\_\_\_\_\_.com’](http://flatchatapp.com) (“Website”). Commonfloor may change the Terms at any time and without notice, effective upon the posting of the revised Terms and Conditions. You shall be solely responsible for keeping yourself updated on any such changes in the Terms.

For the purpose of these Terms, wherever the context so requires **"You"** or **"User"** shall mean any natural or legal person who is viewing and /or has agreed to upload the photos through registering on the Website**.** The term "We", "Us", "Our", “Commonfloor” used in these Terms shall mean maxHeap Technologies Private Limited.

1. **General**

By uploading an image in the Site you guarantee that you have read these Terms & Conditions of Uploading Photos to the Website and that you agree to abide by all clauses within these Terms and Conditions.

1. **Conditions to upload Photos**

By registering with the Website, you agree to abide by the following conditions

1. Shoot at least 180 photos of each locality
   * No head shots of people faces
   * People can be captured as part of long shot where faces are not very clear or at angles as side/back so faces are not visible
   * Also avoid number plates, etc.
   * Bucket the photos in different folders: People, Lifestyle, Houses, Night, Landmarks, Infrastructure, and Local Market. Details in 'Shots to capture'
   * Geotag the photos using GPS in your camera. If there is no GPS, follow these instructions http://www.instructables.com/id/Geotag-Your-Digital-Camera-Photos-in-Lightroom-wit/ or check magic lantern. There seems to be option available of getting GPS co-ordinates from smartphone using camera Wi-Fi
   * Do some research yourself (internet and talking to people living there) to understand more about locality
2. Photos to capture
   * Photographers need to do some basic research about the locality and major things to capture, so that no major landmark is missed
3. GPS tagging of photos is mandatory
   * Make sure there is at least 1 photo at every 100-200 meters in the locality
   * Take wide angle shots so that the surroundings are clearly visible. Don't take narrow shots
   * Avoid close ups and faces of people. Try shooting from back or side and from a distance. Capture the surroundings as well, along with people
   * Click ~200 photos of a locality. All the photos should be in different locations
   * All the pictures except night shots should be taken in broad day light
   * Most of the photos should not exceed 10MB each
   * All photos will be copyright of our company
4. **Copyright Ownership**

You acknowledge that CommonFloor shall be the absolute owner of all of the copyrights and database rights in the photos uploaded by you in the Website. By uploading an image to the Website you thereby grant to Commonfloor full rights to publically display, copy, reproduce and distribute the image globally on its Website or any associated website in perpetuity. Without Commonfloors’s written consent, you shall not publish, distribute, extract or reproduce any contents provided/uploaded by you in the Website. For use of any third party’s intellectual property, you need to get permission directly from the owner of the intellectual property for any use.

By uploading an image to the Website you guarantee that you are the absolute legal owner of that image, or have been awarded full and unrestricted rights from the owner to upload and utilize the image for the purposes of this Website. By uploading an image you guarantee that such use of the image in the Website does not violate the rights of any other party, does not result in a breach of contract between you and another party and that you accept responsibility for any royalties or fees due to any other party from the use of the uploaded image. You hereby agree that CommonFloor shall have the right to create any derivative work from your images without your consent, it also reserves the right to crop images or to make adjustments to the brightness, exposure, colours or general appearance of any image that it believes warrants such adjustment for the purpose of better display. You further agree to do all such actions including but not limited to assigning or appearing and giving evidence on behalf of Commonfloor which is necessary for transferring the ownership of the images in favour of Commonfloor.

1. **People seen in photos**

The faces of the people shall not be clearly shown in the photos. Side or back angles and long shot have to be taken by you for uploading the photos in the Website. By uploading an image you guarantee that any people clearly identifiable in the image have consented to have their image displayed, or that you have full rights to display the image in this manner and accept full responsibility for such use.

1. **Accepting and rejecting images**

All images uploaded to this Website will be assessed by Commonfloor’s editor or such other personnel as authorized by Commonfloor for suitability. This editor will either reject or accept each image for posting on the Website. Images that are rejected will be deleted from the website entirely, with no copies remaining in the database of Commonfloor. The decisions of the editor are irrevocable and final And you undertake to agree the decision of the editor or any person authorized by Commonfloor as final.

1. **Responsibility for content**

Upon uploading an image in the Website you are solely responsible for its content and for any offence, claims or damages that may arise from the content of those images. The approval and posting of images to the Website by an editor of Commonfloor in no way alters or diminishes your responsibility and does not transfer any responsibility for the content of the image to Commonfloor or the editor who approves the image for posting.

1. **Selected images for promotions**

CommonFloor may select certain images that you upload for promotional activities of the Commonfloor's business, including but not limited to: for third party users to download as computer background or screen savers; for use in the Commonfloor's own promotional materials either on-line or in printed form. Images used for such promotional activities will generally have both the logo of the Commonfloor and you hereby consent to the same.

1. **Location of images within the Website**

Commonfloor is much more than a photo display site, and every image uploaded will be assigned to illustrate a specific location or topic within the Website (People living next door, Houses in the Locality, Lifestyle, major landmarks, infrastructure, Local Market, commute, greenery etc). You must segregate each image in the appropriate folder and the description of images to be provided in a particular folder shall be as provided by Commonfloor. While the User will first select the location on the Website in which the image will display, Commonfloor has the right to change the location of display if deemed appropriate, or to display copies of images in additional locations.

1. **Display on profile page**

The Images you upload in the Website and that are accepted by Commonfloor will be stored in a database attached to your username. When the Commonfloor profiles are fully functional the images you have uploaded in the Website and which had accepted by Commonfloor may be viewed on your profile page as well as in the location to which they were attached.

1. **Deletion of account**

If for whatever reason you wish to delete your account and profile with Commonfloor any images or other content that you have uploaded may remain within Commonfloor database and system but your identity will be removed from it permanently.

1. **Indemnity from claims**

You agree to indemnify and hold Commonfloor and its subsidiaries, affiliates, officers, employees and representatives free from any claim or demand made by any third party due to or arising out of your uploading images and content to the Commonfloor Website which leads to any violation of any other party's rights caused by the use of images or the content within the images uploaded by you.

1. **Governing Law and Dispute Resolution**

These Terms shall be governed by and shall be construed in accordance with the laws of India. All disputes relating to these Terms shall be exclusively settled in the courts located at Bangalore.