

TERMS OF USE

Date of Last Revision: March 2021

Welcome to Pictma. Our website, mobile application, and related services are operated by Pictma, LLC (hereafter, "us", "we", "our", "Pictma", or the "Company"). By registering, accessing, or in any way using our website at www.Pictma.com, any subdomain thereof, any mobile version thereof, or by using our mobile application (collectively, the "Pictma Platform"), you (or the "User" or "Pictmer") signify that you have read, understand, and agree to be bound by these Terms Of Use (or the "Agreement").

By clicking "I agree" on our registration form, you are agreeing to these Terms of Use and our other Pictma Platform Policies, including our Privacy Policy and Cookie Notice, incorporated herein and described below. If you do not agree to these Terms of Use and the other Pictma Platform Policies, DO NOT click "I agree."

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. **Other Pictma Platform Policies Incorporated Herein.** We have developed a [Privacy Policy and Cookie Notice](#) in order to inform you of practices with respect to the collection, use, disclosure and protection of your information. You can find the Privacy Policy and Cookie Notice, which is incorporated into this Agreement, on our home page. Also included on the Pictma Platform and on our homepage, and also incorporated into this Agreement, are our Accountability Policy, Confidentiality Policy, and Copyright Policy. By agreeing to this Agreement, you also agree to the above-mentioned policies.
2. **Eligibility and Registration.** You represent and warrant that you are above the age of majority in your state of residence. As a visitor to the Pictma Platform, you need not be a Registered User. However, certain sections of the Pictma Platform may require you to register, or otherwise may ask you to provide information to participate in certain features of the Pictma Platform. If registration is requested, you agree to provide us with accurate

and complete registration information. It shall be your responsibility to inform us of any changes to that information. Each registration is for a single individual and noncommercial use only, unless specifically designated otherwise on the registration page. You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you, the User. You agree to immediately notify us of any unauthorized use of your registration or password.

3. **Registration Data; Account Security.** You agree to (a) provide accurate, current, and complete information about yourself during registration ("Registration Data"); (b) maintain the security of your password and account information; and (c) be fully responsible for all use of your account and for any actions that take place using your account. You acknowledge that Pictma will use the email address you provide with your Registration Data as the primary method for communication.

4. **Your Use of the Site; Restrictions.**

- a. The User has a nonexclusive, nontransferable, limited, and revocable right to use the Pictma Platform solely for the User's personal use, and such other use for which the Pictma Platform is intended as described herein. The User will not use the Pictma Platform for any other purpose, without the Company's express prior written consent.
- b. You agree not to use the Pictma Platform or to authorize any other person to use the Pictma Platform to:
 - i. cause the Pictma Platform, or any portion thereof, to be framed in such a way that the Pictma Platform, or any portion thereof, appears on the same screen with a portion of another website;
 - ii. harvest or collect email addresses or other contact information of other users from the Pictma Platform by electronic or other means;
 - iii. use the Pictma Platform in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Pictma Platform;
 - iv. use automated scripts to collect information from or otherwise interact with the Pictma Platform;

- v. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
 - vi. sell, resell, rent, or charge for our services and data; or
 - vii. reverse engineer, alter, modify, create derivative works from, decompile, or extract code from the Pictma Platform
- c. NOTE: Please see the [Accountability Agreement](#) for additional code of conduct expectations regarding harm to Pictma and/or other Pictmers.

5. **Intellectual Property Rights of Pictma and License to You.**

- a. Pictma's Proprietary Rights. The User acknowledges and agrees that all content on the Site, including designs, text, graphics, pictures, photographs, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Pictma Platform Content"), are the property of Pictma, its content providers, and/or their respective owners, and that the Company, its content providers, and/or the respective owners, retain all right, title, and interest in the Pictma Platform Content. No Pictma Platform Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission.
- b. Pictma's Copyright and Trademarks. Pictma and other Company names, graphics, logos, designs, page headers, button icons, scripts and service names are registered and common law copyright, trademarks, service marks or trade dress of the Company in the U.S. and/or other countries. The Company's copyrights, trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

- c. Pictma's Limited License to You. Provided that the User is eligible to use the Pictma Platform, the User is granted a limited license to access and use the Pictma Platform and the Pictma Platform Content and to download or print a copy of any portion of the Pictma Platform Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright, trademark, service mark, or other proprietary notices intact. You may not upload or republish Pictma Platform Content on any Internet, Intranet or Extranet site or incorporate any Pictma Platform Content in any other database or compilation, and any other use of the Pictma Platform Content is strictly prohibited. The license granted by this Terms of Use does not permit the use of any data mining, robots or similar data gathering or extraction methods. Any use of the Pictma Platform or the Pictma Platform Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.
- d. No Intellectual Property Infringement Permitted. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks or service marks or other proprietary information owned by another party without obtaining the prior written consent of the copyright owner.

6. User-Submitted Content and Your License to Pictma

- a. Your License to Pictma. The Pictma Platform enables you to provide uploads, text, photos, audio, video, information, feedback, and other content (collectively, "User-Submitted Content"). By providing User-Submitted Content, you grant Pictma a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, display, perform, prepare derivative works of, distribute, publish, and otherwise exploit that User-Submitted Content, without limitation.

- b. No Intellectual Property Infringement Permitted. You are solely responsible for all User-Submitted Content that you provide and warrant that you either own it or are authorized to grant Pictma the rights described in these Terms of Use. You are responsible and liable if any of your User-Submitted Content violates or infringes the intellectual property or privacy rights of any third party.
7. **Term.** This Agreement will remain in full force and effect while you use the Pictma Platform and/or are a Registered User. The Company may terminate your registration, delete your account and any content or information that you have provided on the Pictma Platform and/or prohibit you from using or accessing the Pictma Platform (or any portion, aspect or feature thereof) for any reason, including if you violate this Agreement or are engaged in illegal or fraudulent use of our service, at any time in its sole discretion, with or without notice. You may terminate your registration at any time for any reason as well; however, the Company may still retain your Registration Data and User-Submitted Content. Even after your membership is terminated, certain sections of this Agreement will remain in effect; see Section 12 below for a list of the provisions of this Agreement that will survive the termination of your Registration.
8. **Changes and Modifications.** We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms Of Use at any time without further notice, provided that we post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Pictma Platform after any such changes constitutes your acceptance of the new Terms of Use. **If you do not agree to abide by these or any future Terms of Use, then do not use or access (or continue to use or access) the Pictma Platform.** It is your responsibility to regularly check the Pictma Platform to determine if there have been changes to these Terms of Use and to review such changes.
9. **Disclaimers and Limitations on Liability.**

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF PICTMA TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER

APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE PICTMA PLATFORM. BY ACCESSING OR USING THE PICTMA PLATFORM, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- a. THE PICTMA PLATFORM, INCLUDING ALL CONTENT, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE PICTMA PLATFORM, IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PICTMA DOES NOT WARRANT THAT THE PICTMA PLATFORM OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.
- b. IN NO EVENT WILL PICTMA OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE OR ANY THIRD PARTY APPLICATIONS, SOFTWARE OR CONTENT OR ANY OF THE PICTMA PLATFORM CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE PICTMA PLATFORM, EVEN IF PICTMA IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PICTMA'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR USING THE PICTMA PLATFORM DURING THE TERM OF THIS AGREEMENT AND IN NO CASE WILL EXCEED THE AMOUNT PAID BY YOU TO PICTMA IN THE PRECEDING 6 MONTHS. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID

PICTMA FOR USE OF THE PICTMA PLATFORM, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM PICTMA REGARDLESS OF THE CAUSE OF ACTION.

10. **Indemnity.** You agree to indemnify, defend, and hold harmless Pictma and its affiliates, officers, directors, employees, agents, and representatives for damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees), arising in connection with any claim, suit, proceeding, or other action arising from your use of the Pictma Platform, your conduct in connection with your use of the Pictma Platform, or any violation of these Terms of Use or of any law or the rights of any third party.
11. **Governing Law; Venue and Jurisdiction.** While the Pictma Platform can be accessed in different countries all over the world, by visiting or using the Pictma Platform, you agree that the laws of the United States shall apply to any actions or claims arising out of or in relation to this Agreement or your use of the Pictma Platform, without regard to conflicts of laws principles thereof. You further agree that the laws of the State of Virginia without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts in Virginia, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts in Virginia.
12. **Alternative Dispute Resolution.**
 - a. Mandatory Mediation and Arbitration. You and the Company agree that all disputes, controversies or differences that may arise between the parties hereto, out of or in relation to or in connection with this Agreement ("Dispute(s)"), and that cannot be resolved between the parties, shall be submitted first to non-binding mediation. If the Dispute is not resolved through such mediation, then the Dispute shall be submitted for binding arbitration in Virginia in accordance with the Consumer Procedures and Rules of the American Arbitration

Association. You understand and hereby agree that Disputes shall be arbitrated on an individual basis and that there shall be no right or authority for any Dispute to be arbitrated on a class action basis or in any other representative capacity on behalf of other persons similarly situated. In addition, Disputes brought to arbitration pursuant to these Terms of Use may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. No arbitration result is to be given preclusive or precedential effect as to issues or claims in any Dispute with anyone who is not a party to the arbitration.

- b. Arbitration Exceptions. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts, including for matters related to data security, intellectual property, or unauthorized access to the Service. Nothing in these Terms of Use shall affect any non-waivable statutory rights that apply to you. To the extent any claim, dispute or controversy regarding Pictma or our Service isn't arbitrable under applicable laws or otherwise, you and Pictma both agree that any claim or dispute regarding Pictma will be resolved exclusively in accordance within the agreements of these Terms of Use.
- c. Arbitration Timing. We and you agree that for any Disputes we and you must commence an arbitration proceeding within one year after the Dispute first arose; otherwise, such Dispute is permanently barred. This means that if we or you do not commence an arbitration within one year after the Dispute first arose, then the arbitration will be dismissed because it was started too late.

13. **Miscellaneous.**

- a. Copyright Notifications. If you believe that Content on the Pictma Platform infringes copyrights, please notify us in accordance with our Copyright Policy.
- b. Government Use. If you are a branch or agency of the U.S. Government, the following provision applies. This site, code, contents, services and accompanying documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such

terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Unpublished rights reserved under the copyright laws of the United States.

- c. No Class Actions, Class Arbitrations, or Representative Actions. We and you each agree that if you are a Pictma user located in the United States, each of us and you may bring Disputes against the other only on its or your own behalf, and not on behalf of any other person or entity, or any class of people. We and you each agree not to participate in a class action, a class-wide arbitration, Disputes brought in a private attorney general or representative capacity, or consolidated Disputes involving any other person or entity in connection with any Dispute.
- d. Fees and Taxes. You are responsible for all carrier data plan and other fees and taxes associated with your use of the Pictma Platform. Currently the Pictma Platform is free to all Pictmers. However, there are fees for services associated with general and custom reporting requests. We will charge for our reporting services, including applicable taxes. We may refuse or cancel orders for reporting services for any reason. We do not provide refunds for our services, except as required by law.
- e. Export. You agree that you shall comply with all applicable export and import control laws and regulations in your use of the Pictma Platform, or materials or services received through the Pictma Platform, and, in particular, you shall not export or re-export anything on or received through this site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.
- f. Survival. Although this Agreement may be terminated by you or us at any time and for any reason, the terms of the following sections of this Agreement will survive any such termination and you and we will continue to be bound by such terms indefinitely: (Term), (Proprietary Rights in Site Content), (Disputes), (Disclaimers and Limitation on Liability), (Indemnity), and this (Miscellaneous).

- g. Entire Agreement. These Terms of Use constitute the entire agreement between you and Company regarding the use of the Site, superseding any prior agreements between you and the Company relating to your use of the Site.
- h. Agreement Severability. If any provision of these Terms of Use is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms of Use and shall not affect the validity and enforceability of the remaining provisions
- i. Language. Our Terms of Use are written in English (U.S.). Should we provide any translated version of our Terms of Use and it conflicts with the English version, the English version controls.
- j. Assignability. All of our rights and obligations under our Terms of Use are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- k. No Transfers. You will not transfer any of your rights or obligations under our Terms of Use to anyone else without our prior written consent.
- l. No Beneficiary Rights. Except as specifically stated herein, our Terms of Use do not give any third-party beneficiary rights.
- m. Non-Waiver. The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use shall be held invalid or deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

These Terms of Use were last updated in March 2021.