

General Terms and Conditions of jamiesomers.com (Jamie Somers) as of September 2021

Last Edited,
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TERMS OF SERVICE

The following document outlines the terms of use of jamiesomers.com, the personal website of Jamie Somers. Before using any of Jamie Somers' services, you are required to read, understand, and agree to these terms.

DESCRIPTION OF SERVICE

Jamie Somers (jamiesomers.com) provides a platform via its website, messenger service and apps (the "Site") to a community of registered users ("users" or "you") to engage in a variety of activities, including to upload and display photographs and video ("Visual Content") share comments, opinions and ideas, promote Visual Content collections, participate in contests and promotions, register for premium membership accounts ("Premium Accounts"), and license Visual Content to other users through our distributors (individually and collectively, the "Services"). The foregoing list of Services is not all-inclusive and additional Services may be offered by us from time to time. The following are the terms of use ("Terms") for using the Site and the Services.

ACCEPTANCE OF TERMS

By using the services, you are agreeing, on behalf of yourself and those you represent, to comply with and be legally bound by these terms as well as our privacy policy and all applicable laws. If you, for yourself or on behalf of those you represent, do not agree to any provision of these terms, you must, for yourself and on behalf any such person(s), discontinue the registration process, discontinue your use of the services, and, if you are already registered, cancel your account.

MODIFICATIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever

for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates or releases in connection therewith.

PROHIBITED CONDUCT

You warrant and agree that, while accessing or using the Services, you will not:

- use another person's account, impersonate any person or entity, or misrepresent your affiliation with any person or entity, whether actual or fictitious;

- use an inappropriate username or screen name;

- insert your own or a third party's advertising, marketing or other promotional content into any Site Content, or post, upload, transmit or submit such content as part of Your Content;

- copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, "mirror," duplicate, publish, republish, upload, license, reverse engineer, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Services, by any means except as provided for in these Terms or with the prior written consent of Jamie Somers, as appropriate;

- obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Services, through any means, including through means not intentionally made publicly-available or provided through the Services;

- scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly-available portions of the Services through a browser or accessing the Services through any API provided or approved by Jamie Somers, or otherwise engage in any automatic or unauthorized means of accessing, logging-in or registering on the Services, or obtaining lists of users or other information from or through the Services, including, without limitation, any information residing on any server or database connected to the Services;

- use the Services in any manner that could interrupt, damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services, including, without limitation, sending mass unsolicited messages or "flooding" servers;

- post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment

- use the Services for benchmarking, or to compile information for a product or service;
- frame, inline link, or similarly display the Services or any portion of the Services;
- use the Services in violation of our or of any of the Parties' or Related Parties' intellectual property or other proprietary or legal rights, or of the rights of any third party;
- use the Services in violation of any law;
- attempt (or encourage or support anyone else's attempt) to circumvent, reverse-engineer, decrypt, or otherwise alter or interfere with, the Services;
- facilitate violations of these Terms or the Sites' Privacy Policy;
- post any trade secrets or other confidential information, or post any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements;
- post, transmit, publish or otherwise disseminate through the Services any of Your Content that, Jamie Somers determines, in his sole discretion: (i) is vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable, harmful, harassing, inflammatory, threatening, abusive, libelous, defamatory, invasive of another's privacy, or otherwise unlawful; (ii) is false, misleading, or inaccurate; (iii) promotes sexually explicit or pornographic materials, violence, or any illegal acts; (iv) infringes on our or any third party's intellectual property or other legal rights, or otherwise violates any law; (v) is derogatory or harmful to our reputation or to the reputation of any of the Parties or Related Parties in any way; (vi) gives the impression that they emanate from or are endorsed by us or any other person or entity, if that is not the case; or (vii) is otherwise inappropriate; or
- attempt to indirectly undertake any of the foregoing.

LEGAL COMPLIANCE

You acknowledge, consent, and agree that Jamie Somers may access, preserve, and disclose your information and/or Your Content for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by law or by the Sites' Privacy Policy or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms, the Sites' Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; (5) to protect the rights, property, or personal safety of Jamie Somers, its agents and affiliates, its users, and the public; and/or (6) in connection

with the operations of Your Account. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

LINKS TO THIRD-PARTY WEBSITES

The Services contain links to websites of third parties (including, without limitation, Facebook, Instagram, tumblr, Twitter and YouTube). If you use these links, you will leave the Services. These third parties and their websites are not under the Parties' control. Jamie Somers does not examine or evaluate these websites and we are not responsible for their content or operation. By providing links to these websites, Jamie Somers does not approve, warrant or endorse, or otherwise make any representation about, these websites or their owners or operators, and do not assume any related responsibility or liability. You should exercise your own judgment in evaluating and using these websites. When you link to these websites, you become subject to their terms and conditions of use and privacy policies.

LINKING TO THE SITE

You agree that if you include a link from any website to any of the Sites, such link shall open in a new browser window and shall link to the full version of an HTML-formatted page of the Sites. You may not link directly to any Site Content, by, for example and without limitation, "in-line" linking or "deep-linking" methods, or in any manner causing the Sites, or any page of the Sites, to be "framed," surrounded or obfuscated by any third-party content, materials or branding. Jamie Somers may, at any time and for any or no reason, require that any link to the Sites be discontinued and removed and may revoke your right to link to the Sites