

Terms of use

Welcome to inphota.

Thanks for using our products and services (“Services”). The Services are provided by Inphota Ltd (“inphota”)

The Services that inphota may provide to you are subject to the following terms of use. inphota reserves the right to update the terms of use at any time without notice to you. The most current version of these terms of use can be reviewed by clicking on the "Terms of Use" link located at the bottom of our web page.

By using this Site, you are agreeing to be legally bound by and to comply with each of the terms of this Agreement in effect when you access this Site. Please read them carefully. If you do not agree with any of the terms of this Agreement, you may not access or use this Site.

Changes to this policy

Any changes we may make to this policy in the future will be posted on this page and, where appropriate notified to you by e-mail. You are expected to check this page from time to time to take notice of any changes we have made

1. Basic terms

- i. You must be at least 14 years old to use the service.
- ii. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, username, or any account rights.
- iii. You agree to be responsible for providing accurate and complete information about yourself both during registration and within surveys, updating such information to keep it current where applicable.
- iv. You agree that you will not solicit, collect or use the login credentials of other inphota users.
- v. You are responsible for keeping your password secret and secure.
- vi. You may not use the Service for any illegal or unauthorized purposes. You agree to comply with all laws, rules and regulations applicable to your use of the Service.
- vii. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or inphota.
- viii. You must not access inphota's private API by means other than those permitted by inphota.
- ix. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any inphota page is rendered or displayed in a user's browser or device.
- x. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- xi. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other inphota terms.
- xii. Violation of these Terms of Use may, in inphota's sole discretion, result in termination of your account. You understand and agree that you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for inphota, we can stop providing all or part of the Service to you.

2. Privacy

- i. At inphota privacy is important to us; our privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that inphota can use such data in accordance with our privacy policies.
- ii. Like most standard website servers we keep and analyse log files. This includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyse trends, administer the site, track user's movement in the aggregate, and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to personally identifiable information. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site.

3. Licence to use content

- i. inphota obtain permission from event organisers prior to capturing content at any event. Unless otherwise notified it is agreed that all pictures taken at the event may be uploaded to an inphota web gallery, unless otherwise stated and exempt us from responsibility of publishing the pictures. In the event that you would like a specific photo removed from the web gallery you must notify inphota in writing via email.
- ii. inphota grants customers a royalty-free, non-exclusive licence to use the images provided for any purpose except resale. This licence will take effect once you have completed the download of a photograph. No use may be made of the Photographs before completion of download of the photograph without the express permission of inphota.
- iii. inphota reserve the right to use captured photographs any media, including in inphota and their partner companies printed publications, presentations, promotional materials, in the advertising of inphota and their partner companies goods or services without payment, liability (save as specifically set out in this agreement) or acknowledgement.
- iv. The inphota name and logo are trademarks of inphota, and may not be copied, imitated or used, in whole or in part, without the prior written permission of inphota.
- v. inphota reserves the right to remove any content from the service for any reason, without prior notice. Content removed from the service may continue to be stored by inphota, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, inphota encourages you to maintain your own backup of your content. In other words, inphota is not a backup service and you agree that you will not rely on the service for the purposes of content backup or storage. inphota will not be liable to you for any modification, suspension, or discontinuation of the services, or the loss of any content. You also acknowledge that the internet may be subject to breaches of security and that the submission of content or other information may not be secure.

Disclaimers and limitations of liability

- i. While it is in inphota's interest to provide you with a great experience when using the Services there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. The inphota website and all information, content, materials, products and other services included on or otherwise made available to you through the inphota website are provided on an "as is" and "as available" basis.
- ii. Unless otherwise specified in writing, inphota makes no representation or warranties of any kind, express or implied, as to the operation of the inphota website, or the information, content,

materials, products or other services included on or otherwise made available to you through the inphota website, unless otherwise specified in writing you expressly agree that you use the inphota website at your sole risk.

- iii. To the full extent permissible by applicable law, inphota disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Inphota does not warrant that the inphota websites, information, content, materials, products or other services included on or otherwise made available to you through the inphota website.
- iv. Inphota will not be liable for any damages of any kind arising from the use of the inphota website, or from any information, content, materials, products or other services included on or otherwise made available to you through the inphota website, including but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.