

## Terms of Use

www.lifetouchofflorida.com

Terms of Use

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Please read these Terms of Use carefully. They contain important information about your rights and obligations.

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### Your Conduct

Any information that you submit to us or that we collect through the Website is subject to our [Privacy Policy](#), the terms of which are incorporated into these Terms of Use.

We recommend that minors over age 13 (that is, between ages 13 and 18) obtain their parent's or guardian's permission before sending information about themselves to anyone online.

By using the Website, you agree not to upload, post, email or otherwise send or transmit any material that: (1) contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website; (2) is abusive, illegal, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights or otherwise objectionable or which may give rise to liability or violate any law; (3) is in violation of a copyright, trademark or other intellectual property or other right of any person; or (4) requests personally identifiable information. You also agree not to: (1) impersonate any other person while using the Website; (2) use the Website for any unlawful purpose; or (3) upload commercial content to the Website or use the Website to solicit others without our express prior written permission.

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to us in our sole discretion. If you become aware of misuse of the Website by any person, please contact us at [administrator@myphotoappointment.com](mailto:administrator@myphotoappointment.com)

### **Use of Information Submitted**

You agree that we are free to use any comments, information or ideas contained in any communication you may send to us, without notice, compensation or acknowledgement to you, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services and creating, modifying or improving the Website or other products or services.

### **Termination**

We reserve the right in our sole discretion to terminate or restrict your use of the Website, without notice, for any or no reason, and without liability to you or any third party.

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### **Indemnification**

You agree to indemnify, defend and [www.lifetouchofflorida.com](http://www.lifetouchofflorida.com) harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, in whole or in part, out of your use of the Website or your violation of these Terms of Use, any law or the rights of any third party.

### **Electronic Notices**

By using the Website, you agree to receive electronic communications from us. You agree that any notice, agreement, disclosure or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

### **Third-Party Links**

The Website may link to sites operated by third parties. However, we have no control over these linked sites, all of which have their own terms of use and data collection practices. These linked sites are only for your convenience, and you access them at your own risk.

## **Disputes**

Your use of the Website shall be governed by the laws of Florida, without regard to choice of law provisions. Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of or relating to the Website shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Tampa, FL. Any cause of action or claim you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises, or it shall be forever barred.

## **General**

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such provision. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These Terms of Use set forth the entire understanding and agreement between you and Artistic Cards with respect to the subject matter hereof.

## **Contact Us**

If you have any questions about these Terms of Use, please contact us at:  
administrator@lifetouchofflorida.com

[www.lifetouchofflorida.com](http://www.lifetouchofflorida.com)

Tampa, FL