

Colorado Stock Images Terms of Use

These Terms of Use ("Terms") govern your access to and use of the services provided through the website located at <https://www.coloradostockimages.com> (the "Website") and any materials, services, information, and data hosted or transmitted via the Website, including all Content, as defined below, (collectively, "Services") as provided by Mediamax Inc. ("us", "our", or "we"). Your access to and use of the Website and Content are conditioned on your acceptance of and compliance with these Terms of Use ("Terms"). Please read these Terms carefully.

1. Terms.

a. By accessing or using the Website you agree to be bound by these Terms. If you are dissatisfied with the Website, Services, or these Terms, you agree that your sole and exclusive remedy is to discontinue your use of the Website. If you are under thirteen (13) years of age, you are prohibited from using this Website without adult supervision.

b. You acknowledge and accept that your use of the Website is at your sole risk. You represent you have the legal capacity and authority to accept these Terms and you understand that some of these Terms may not apply to you but all the Terms are nonetheless binding. As the rightful owner of the Website, we reserve the right to change or terminate these Terms at any time and from time to time without any notice to you. Any such changes are automatically made part of these Terms and are fully enforceable on you.

2. Ownership. The Website and associated Content, as defined below, is the owned or appropriately licensed property of Mediamax, Inc. The Content is protected by copyrights, trademarks, service marks, trade secrets, and/or other proprietary rights and laws, including all intellectual property rights whether or not those rights are registered. We reserve all applicable rights in and to the Website and Content. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, recreation, database, or directory of the Website materials is prohibited except as provided for herein.

3. Account and Account Security. To use certain features of our Website, you may be required to create a user account ("Account") and provide us with a username, password, and certain other information about yourself as set forth in our Privacy Policy. You will have the ability to maintain and periodically update such information as you see fit. By registering, you agree that all information provided by you is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate. You are solely responsible for the information associated with your Account and anything that happens related to your Account. If you create an Account, you agree that you are responsible for maintaining the security and confidentiality of your password and that you are fully responsible for all activities and/or charges that are incurred under your Account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and Account. You will immediately notify us if you discover or suspect that someone has accessed your Account without your permission. You will not license, sell, or transfer your Account without our prior written approval.

4. User Content. For purposes of this Agreement: (1) the term "Content" includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Website; (2) the term "User Content" means Content that a user submits, transfers, or otherwise provides to, or stores on, the Website, which may be accessible and viewable by the public.

a. Posting, transmitting, or sharing User Content through the Website that you did not create, that you do not have the rights to, or that you do not have permission to post is prohibited. You understand and agree that we may, but are not obligated to, review and may delete or remove

(without notice) any User Content in our sole discretion, for any reason or no reason, including User Content that in our sole judgment violates these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others.

b. We claim no ownership to your User Content, however, by posting User Content through any part of the Website, you automatically grant, and you represent and warrant that you have the right to grant, us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Website or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing.

c. You represent and warrant that your User Content conforms to these Terms and that you own or have the necessary rights and permissions to use and exploit, and to authorize us to use and exploit, your User Content in all manners contemplated by these Terms. You agree to indemnify and hold us harmless from any demands, loss, liability, claims, and expenses made against us by any third party arising out of or in connection with our use and exploitation of your User Content.

5. Stock Image License Purchasing. In the event you choose to purchase a license to one or more products made available through the Website, such purchase will be governed by the terms and conditions set forth in the Mediamax Copyright Agreement, and the following terms and disclaimers may apply:

a. Acceptance of Order. We reserve the right to refuse or cancel any order made through the Website. In such event your sole recourse will be the return of amounts paid by you related to such order (if any).

b. Purchase Price. The purchase price for stock imagery will be listed at the time of purchase. All prices are subject to change or discount by us at any time, at our sole discretion. Any prices quoted on the Website may be revised by us subsequent to accepting any order. In such event you have the right to cancel your order.

c. Payment by Credit Card. If you are paying by credit card, you authorize us to charge your credit card for all fees, together with all applicable taxes or other duties or levies, payable at the time of purchase. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

d. Offerings Subject to Change. The specific items and offerings available for purchase through the Website are subject to change by us at any time, at our sole discretion.

e. Order Restrictions. We may, in our sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by or under the same credit card, and/or orders that use the same billing and/or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by resellers or distributors.

6. Prohibitions. You may not: (a) reverse engineer, decompile, tamper with, or create derivative works of the Website or Content; (b) change, modify, or alter the Website or Content; (c) circumvent any protections that are a part of the Website; (d) use the Website for any commercial or illegal purpose; (e) contact or collect any information about any other user of the Website through the Website; (f) use the Website to violate any legal right of any third party; (g) use any automated means to access or use the Website (including scripts, "bots" or similar software); or (i) duplicate, reproduce, publish, display, distribute, or create derivative works of the Content through any means, except as provided for herein.

7. Use. The Website, and all Services, are protected by applicable law, including copyright law, and you are explicitly advised that any use of the Website in violation of the law is prohibited. You may only use the Content and Services as permitted hereunder and in the Mediamax Copyright Agreement, if applicable. The Website and the Content may not be modified, duplicated, reproduced, transmitted, sold, or otherwise exploited other than in the Mediamax Copyright

Agreement, if applicable. Any unauthorized duplication, reproduction, performance, display, distribution, or derivative works of any copyrighted Content not owned, or duly licensed, by you is against the law. Use of the Website or Services for any purpose not expressly provided for herein is prohibited.

8. User Conduct. You represent, warrant, and agree that no materials of any kind submitted or otherwise created, used, posted, transmitted, or shared by you or others through you on or through the Website will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights; or contain libelous, defamatory, or otherwise unlawful material. You further agree not to use the Website to:
- a. Take any unlawful or unauthorized actions or in any way damage, disable, overburden, or impair the Website or the intellectual property rights owned or licensed by us as described elsewhere herein;
 - b. Upload, post, transmit, share, or otherwise make available any material that contains software 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; or
 - c. Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website.

9. Updates. From time to time, we may create updated versions of the Website. Updates may be automatically transmitted to you and you accept such updates according to these Terms. Unless explicitly stated otherwise, all updates will be subject to these Terms, including any amendments to these Terms.

10. Additional Terms. Because we offer a variety of Content and Services, you may be asked to agree to additional terms before using or accessing a specific service offered by us ("Additional Terms"). To the extent any Additional Terms conflict with these Terms, the Additional Terms govern with respect to your use of the corresponding service.

11. Digital Millennium Copyright Act. We comply with all copyright laws including the Digital Millennium Copyright Act ("DMCA"). If you believe the Website violates any copyright that you own or control, submit notification to us at the address provided in the "Contact" section that includes:

- a. A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;

- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works claimed to have been infringed;

- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled;

- d. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and email address at which you may be contacted;

- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and

- f. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

12. Third Party Sites. The Website may contain (or may send you through or to) links to non-Website websites and/or software ("Third Party Sites"). We are not responsible for such Third

Party Sites or for any content posted on, available through, or installed from such Third Party Sites. Inclusion of, linking to, or permitting the use or installation of such Third Party Sites does not imply approval or endorsement thereof by us. We shall have no responsibility or liability whatsoever for any Third Party Sites accessed through use of the Website. Your use and interaction with Third Party Sites may be subject to separate terms and conditions of such Third Party Sites. If you access Third Party Sites, you must comply with the terms and conditions that apply.

13. Privacy Policy. The information we obtain through your use of the Website is subject to our Privacy Policy and is specifically incorporated by reference into these Terms.

14. Termination. You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing all use of the Website. If you stop using the Website without deactivating your Account, your Account may be deactivated due to prolonged inactivity. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Website, with or without notice and for any reason, including breach of these Terms. Any suspected fraudulent, abusive, or illegal activity may be grounds for barring your access to this Website and reporting you to the proper authorities. Any part of these Terms intended to apply following termination will so apply.

15. Disclaimer of Warranty. The Website and all associated Services and Content are provided “as is”, with all faults and without warranty of any kind. We hereby disclaim all warranties with respect to the Website and Services either express, implied, or statutory, including but not limited to the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights. We do not warrant, guarantee, or make any representations that the Website or Services are reliable, secure, or accurate, that they will meet your needs or requirements, that the Website or Services will be available at any particular time or location, that any defects or errors will be corrected, or that the Website or Services will be free of viruses or other harmful components. You use the Website at your own risk. No oral or written communications from us shall create a warranty or in any way increase the scope of these Terms and you may not rely on any such communications. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consumer rights so some exclusions or limitations may not apply to you but they shall apply to the maximum extent permitted by law.

16. Limitation of Liability. You hereby agree that we, along with our subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners, and employees, shall not be liable to you or any third party for any indirect, special, consequential, or incidental damages including but not limited to damages for loss of funds or property, business interruption, loss of business opportunity, loss of data, injury, death, or any other hardship, damages, or losses arising out of or related to: the use or inability to use the Website or Services, however caused; unauthorized or accidental access to or alteration of data; statements or conduct of any third party; or any matter relating to the use of the Website or Services; and even if we have been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of certain remedies or damages so some exclusions and limitations may not apply to you but they shall apply to the maximum extent permitted by law.

17. Indemnification. You do hereby indemnify and hold us, our subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys’ fees, arising out of these Terms or in connection with any use of the Website or Services including, but not limited to, any damages, losses, or liabilities whatsoever with respect to or arising from the possession, use, or operation of the Website or Services.

18. Severability. If any provision of these Terms is found unenforceable or illegal, we may reform such provision to make it enforceable and legal or such provision may be severed and in either

case these Terms with such provision reformed or severed will remain in full force and effect to the fullest extent permitted by law. Our failure to enforce any part or portion of these Terms shall not be considered a waiver.

19. **Dispute Resolution.** We hope to address all of your claims through good faith negotiation and ask that you contact us at the address listed in the Contact section with any issues you may have regarding the Website or these Terms. Any dispute, controversy, or claim arising out of or related to these Terms, or the breach thereof, which cannot be resolved by good faith negotiation between the parties shall be settled by binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules in Denver, Colorado. Any resulting resolution may include the award of related fees and costs, including reasonable attorneys' fees, and may be entered in any court of competent jurisdiction.

20. **Controlling Law.** These Terms shall be governed by the laws of the State of Colorado and of the United States. Subject to the arbitration requirement above, all claims, legal proceedings, or litigation arising in connection with the Website or Services will be brought solely in the courts located in Denver, Colorado and you consent to the exclusive jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

21. **Entire Agreement.** These Terms constitute the entire agreement between you and us relating to the subject matter hereof and supersede all prior understandings, promises, and undertakings, if any, made orally or in writing with respect to the subject matter hereof. You may not assign any of these Terms. We may assign all or any portion of these Terms in our sole discretion. No modification, amendment, waiver, termination, or discharge of any portion of these Terms shall be binding unless executed and confirmed in writing by us.

22. **Contact.** If you have any questions regarding these Terms, please contact:
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