

## Terms and Conditions of Use

OMC Communication LLC respects your rights

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(replaces and takes precedence over any previous versions)

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By using the Site, you, the user of the Site ("you"), agree to the terms, conditions, notices and guidelines contained in this Terms and Conditions of Use Agreement (the "Agreement") and all modifications hereto. Please email any questions regarding this Agreement - [rolf@thegoodphoto.com](mailto:rolf@thegoodphoto.com) or to [rolf@omc-llc.com](mailto:rolf@omc-llc.com). You may have this same information sent to you by mail by sending a letter to OMC Communication LLC, 7561 Center Avenue #32, Huntington Beach, CA 92647.

IF YOU DO NOT AGREE TO COMPLY WITH THIS AGREEMENT, PLEASE DO NOT USE THIS SITE.

THIS WEBSITE IS A PLATFORM TO REPRESENT ARTISTS and SHOW AND OFFER ART.

A SPECIAL NOTE ABOUT CHILDREN: Children are not eligible to use this website. OMC Communication LLC asks that minors (under the age of 18) use this website only in conjunction with your parents or guardians.

1. Intellectual Property: The Site and all of its content including, but not limited to, texts, articles, commentaries, reviews, other text, photographs, illustrations, graphics, product names, designs, logos (collectively, "the Intellectual Property") are protected by copyright, trademark, and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by OMC Communication LLC or the party credited as the provider or owner of the Intellectual Property. The compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of OMC Communication LLC and protected by U.S. and international copyright laws. All software used on the Site is the property of OMC Communication LLC or commercial software suppliers and is protected by U.S. and international copyright laws.

Subject to the terms and conditions hereof, you may view, copy, download, or print material appearing on the Site subject to the following conditions:

- \* The material may only be used for your personal, non-commercial use;
- \* The material may not be modified, except as noted in this paragraph;
- \* All copyright, trademark, and other proprietary notices contained in all such copies must be kept intact; and

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THE TEXTS MAY BE USED OR MODIFIED FOR USE IN CONJUNCTION WITH A DISCRETE PERSONAL TRANSACTION, BUT THEY MAY NOT BE REPRODUCED, REPUBLISHED, UPLOADED, POSTED, TRANSMITTED, DISTRIBUTED, OR OTHERWISE DISSEMINATED FOR ANY OTHER PURPOSE WHATSOEVER, REGARDLESS OF WHETHER FOR PROFIT OR NOT FOR PROFIT.

2. User Submissions: Any messages, suggestions, ideas, or concepts that are submitted through the Site shall become, and remain, the property of OMC Communication LLC. You agree that any submissions, in whole or in part, may be used by OMC Communication LLC or any of its affiliates for any purpose including modification, reproduction, transmission, publication, broadcast, and posting. You additionally agree that OMC Communication LLC is free to use any ideas, concepts, techniques, or know-how contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing, marketing, and selling products and services based upon such information without any obligation to compensate you or anyone else for them. By making such submissions, you are assigning and transferring any and all right, title and interest in those submissions to OMC Communication LLC, including any moral rights. You represent and warrant by submitting any materials that such submission does not infringe any third-party intellectual property rights. Do not transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic, or profane material, or any other material that could constitute or encourage conduct that could be considered a criminal offense or violate any law. Further, you agree not to use any facilities or resources available on or through OMC Communication LLC to perpetrate prohibited conduct, whether against OMC Communication LLC or any other third party. Examples of prohibited conduct include, but are not limited to chain letters, pornography, or other communication that creates a nuisance or is otherwise offensive to the recipient.

PHOTOGRAPHERS, ESTATES AND RIGHTS HOLDERS RETAIN FULL COPYRIGHT OVER THEIR SUBMISSIONS AND CREDIT LINES ARE DISPLAYED.

OMC Communication LLC has the sole discretion over which organizations, photographers, themes and any other content are to be included and displayed on the Site and content will change over time. Inclusion on the Site at any time does not imply any right over future inclusion.

3. Trademarks: The trademarks, logos, and service marks, including but not limited to OMC Communication LLC (collectively, the "Trademarks") displayed on the Site are the Trademarks of OMC Communication LLC, and others. Nothing contained in the Site should be construed as granting by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of OMC Communication LLC or the third party that owns the Trademarks

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4. User Responsibilities: If you choose to become a registered user of any of part of the Site, you agree that you will provide true, accurate, current and complete information about yourself as prompted by the registration process. You also agree to update that information as necessary to maintain its accuracy. If you provide any information that is untrue, inaccurate, not current or incomplete, or if OMC Communication LLC has reason to believe such information is untrue, inaccurate, not current or incomplete, OMC Communication LLC has the right to suspend or terminate your account and refuse you any or all current and future use of any of the Site, or the services OMC Communication LLC offers.

5. Privacy: By accepting this Agreement, you expressly consent to our use of your personal information as explained in the Privacy policy, which is incorporated herein by reference.

6. Limits on Liability: OMC Communication LLC is not liable for:

- \* The contents of any communication, message, or other information sent by you or third parties to OMC Communication LLC, or posted by you or other third parties on any part of the Site;

- \* The contents of any website not controlled, owned, or operated by OMC Communication LLC that is accessed from or linked to any part of the Site;

- \* Any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure; and

- \* Any direct, indirect, incidental, special, or consequential damages arising out of or relating to use of or inability to use any of the Site, or download any of the software through any of the Site, even if OMC Communication LLC has been advised of the possibility of such damages. If you are dissatisfied with any portion of any of the Site, or with any of these Terms of Service, your sole and exclusive remedy is to discontinue using the Site.

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7. Indemnification: You agree to indemnify and hold OMC Communication LLC, its partner companies, its directors, officers, employees, agents and representatives harmless from all claims, liabilities, losses, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to (a) your use of any parts of the Site; (b) your use of any products or services offered by third-parties through the Site; (c) your download and/or use of any of the software available for download through any part of the Site; or (d) your alleged breach of this Agreement

8. Disclaimer of Warranties: The information, texts, photographs, graphics, materials, services, and products (including the products and services offered through the Site and provided by third parties) included on any part of the Site may include inaccuracies, typographical errors, bugs, and other problems. OMC Communication LLC may make changes or improvements to the Site at any time.

ALL OF THE CONTENT, PRODUCTS AND SERVICES ON THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, OMC Communication LLC DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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USE OF THE SITE, INCLUDING BUT NOT LIMITED TO THE USE OF ANY INTERACTIVE AREA, ANY SOFTWARE, ANY SOFTWARE DOWNLOADS, AND ANY THIRD-PARTY PRODUCTS AND SERVICES OFFERED THROUGH THE SITE IS AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.

9. Termination: In addition and without prejudice to any other legal or equitable remedies available to OMC Communication LLC, OMC Communication LLC may terminate this Agreement at any time and for any reason whatsoever. You may terminate this Agreement by closing your account with OMC Communication LLC, and paying any and all outstanding balances owed by you to OMC Communication LLC under that account.

10. Arbitration/Jurisdiction: This Agreement will be governed by and construed in accordance with the internal laws of the State of California, excluding that body of laws known as choice of law or conflict of laws. Subject to the provisions of this Section, all disputes, controversies or claims arising out of or relating to this Agreement will be resolved through mandatory binding arbitration conducted in Los Angeles, CA before J.A.M.S./ENDISPUTE or its successor ("JAMS") pursuant to the United States Arbitration Act, 9 U.S.C. Section 1, et seq. (the "Act"); and (iii) this Agreement. The arbitration will be conducted in accordance with the provisions of J.A.M.S.'s Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration (the "JAMS Rules"), subject to the provisions of this Section. The terms set forth in this Agreement will control in the event of any inconsistency between such terms and the JAMS Rules. The parties will cooperate with JAMS and with each other in promptly selecting a single arbitrator from JAMS's panel of neutrals. If the parties fail to so select an arbitrator within thirty (30) days following the date of either party's notice of demand to conduct arbitration, then JAMS will appoint an arbitrator in accordance with the JAMS Rules. The award of the arbitrator will be in writing and will set forth findings of fact and conclusions of law. Judgment on the arbitrator's award will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. If for any reason JAMS or its successor no longer is in business, then the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator's fees will be shared equally by the parties and each

party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement. Notwithstanding the foregoing, nothing in this Section shall prevent either party from applying for and obtaining from a court a temporary restraining order and/or other injunctive relief.

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11. Copyright Complaints: OMC Communication LLC respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement.

12. Miscellaneous: This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. Sections 1, 2, 3, 5, 6, 7, 10, 11, 12, 13, 14, and 15 of this Agreement shall survive any termination or cancellation of this Agreement. If any term of this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import. This Agreement may be assigned by OMC Communication LLC at any time.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13. Equal Opportunity Employer: OMC Communication LLC reserves the right to post information about employment opportunities with the company on any part of the Site. OMC Communication LLC is an equal opportunity employer, employing people without paying attention to race, sex, religion, nationality, age or disability.

14. Notification of Changes: OMC Communication LLC will occasionally update this Agreement. When we do, we will also revise the "Last Updated" date at the top of this Agreement. If we make any material changes to this Agreement, we will post a prominent notice on our web site notifying users of the change. In some cases where we post the notice, we also email users, notifying them of the changes. Visitors to the Site should periodically check for changes to this Agreement. Your continued use of the Site following the posting of changes to this Agreement means you accept those changes.

15. Contact Information: The Site is owned and operated by OMC Communication LLC 7561 Center Avenue #32, Huntington Beach, CA 92647

