

Terms and Conditions

Please read the following terms and conditions very carefully as your use of our services is subject to your acceptance of and compliance with the terms and conditions (thereafter the "Terms") as well as the User Rules.

1. Introduction

1.1 movieguruclub.com currently offers online photo upload, wallpaper upload, rate the movies, write reviews for the movies, network among people services. We may in our discretion add or delete any offered service(s) from time to time.

1.2 By subscribing to or using any of our services you agree that you have read, understood and are bound by the terms and conditions set out herein, including but not limited to any additional or amended terms or condition as applicable from time to time, regardless of how you subscribed to or use the services.

1.3 If you do not want to be bound by the Terms, you must not subscribe to or use our services.

2. Interpretation

In the Terms:

2.1 The singular includes the plural and vice versa

2.2 Hyperlinks which are not operational, will not in any way detract from the validity and interpretation of the Terms;

2.3 Account means your subscription account for use of our Service;

2.4 Content means any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and applications;

2.5 Privacy Policy means our privacy policy, which is set out in clause 27 below;

2.6 Service or Services means any content, downloads, website or other service which we may provide from time to time including (without limitation) the services described in these Terms; access to resources, provision of communications tools, forums, search services, personalized content and branded programming;

2.7 movieguruclub.com means the website which is owned and operated by Ronnie Saini Design - ("Company"), including any page, part or element thereof, which is located at/on <http://www.movieguruclub.com>, <http://www.moviegyan.com>, <http://www.clubmovieguru.com> ;

2.8 Subscribe means your act of subscribing to a Service in any way including (without limitation) in writing, through the Internet or by telephone, and subscription has a corresponding meaning;

2.9 Terms means the terms and conditions set out herein and includes the Additional Terms described in clause 4 below; 2.11 Third Party Service means any service or content, whether related or similar to our Services, which is provided by us in collaboration with a third party; or which is provided to us by a third party to enable us to provide the Services; or which may be used by you in conjunction with our Services;

2.10 User ID means any username, password, number or email address allocated to you or created by you when subscribing to or using our Services;

2.11 We, us and our means movieguruclub.com (and, unless the context indicates otherwise, its owners, employees, suppliers, Internet Service providers, agents and affiliates); and

2.12 You means the user and subscriber to this Service.

3. Changes to Terms and Service Charges

3.1 We may change any or all of the Terms including (without limitation) the Service Charges at any time without notice to you.

3.2 Any changes will become effective from the date we publish them on the relevant websites.

3.3 You agree to check this website and the Terms regularly for changes.

3.4 By continuing to use our Services after we make the changes, you agree to be bound by the changed Terms.

3.5 If you do not accept the changed Terms then you must stop using the Service.

4. Provision of Services

4.1 Disclaimer

4.1.1 We will always endeavour to provide the Services to the best of our ability.

4.1.2 You are however aware that the Services will involve transmissions over various networks and that it will change to conform and adapt to the technical requirements of connecting networks and devices. There are also various other factors, which do not lie within our control.

4.1.3 Under these circumstances then, we:

4.1.3.1 provide all Services "as is" and "as available"; and

4.1.3.2 do not warrant or guarantee that any Service:

4.1.3.2.1 is free of errors or interruptions and will conform with your timelines;

4.1.3.2.2 is always available and reliable;

4.1.3.2.3 is secure; although we take appropriate security measures against unauthorized access to or unauthorized alteration, disclosure or destruction of data;

4.1.3.2.4 is fit for any purpose; or

4.1.3.2.5 does not infringe any third party rights.

4.1.4 You furthermore acknowledge and accept that we do not encrypt any Content or communications from and to our Site, and that we also do not provide digital authentication of any page on the Site.

4.2 Content and advertisements provided as part of a Service:

4.2.1 You understand that advertising plays an important role in the provision of this Service, and that we will display advertisements and other information adjacent to or as part of the Services, which you may use.

4.2.2 We may periodically send promotional email(s) to you about services offered by our advertisers and ourselves.

4.2.3 Where we publish or provide Content or advertisements as part of a Service:

4.2.3.1 we do not:

4.2.3.1.1 warrant or represent that the Content or advertisements are suitable, accurate, correct, complete, reliable, appropriate, or lawful; or

4.2.3.1.2 endorse the Content or advertisements; and

4.2.3.2 you will obtain independent professional advice at your own cost before you take any action based upon such Content or advertisements.

4.2.4 Your correspondence or dealings with, or participation in promotions of advertisers through the Service, and any other terms, conditions, warranties or representations associated arising there from, lie between you and the advertisers. You agree that we shall not be liable for any loss or damage of any nature incurred as the result of any such interactions, or as the result of the presence of such advertisers on our Service.

4.3 Third party goods, software and Services

4.3.1 In many cases, we provide services of third parties, or our Services in conjunction with that of third parties.

4.3.2 In those cases, the following conditions apply:

4.3.2.1 We provide such services subject to the terms, conditions and limitations imposed by those third parties.

4.3.2.2 If those third parties change, suspend or stop providing such services, we may similarly change, suspend or stop providing the Services to you without notice. We may nevertheless endeavour to provide such a Service in another way or by using another third party.

4.3.2.3 You authorise us to provide any of your Personal Information (as defined in our Privacy Policy) to those third parties to the extent that it may be necessary to enable the third parties and ourselves to provide the services to you.

4.3.2.4 To the extent that there is a conflict between the third party's Terms and Conditions and these Terms, these Terms will prevail.

4.3.3 When you acquire goods, software or any other services from a third party through any of our Services, you understand and agree that:

4.3.3.1 we are not a party to the contract between you and the third party;

4.3.3.2 we are under no obligation to monitor the Third Party Service used by you;

4.3.3.3 the third party will be responsible for all obligations under the contract including (without limitation) delivery, warranties or guarantees;

4.3.3.4 you will evaluate the product, software or service and the applicable terms and conditions before acquiring the product, software or service; and

4.3.3.5 you indemnify us against any damages (as defined in clause 14 below) howsoever arising from your acquisition and/or use of the goods, software or service.

4.3.4 We also reserve the right to reject or refuse any Third Party Service used by you in conjunction with our Service.

4.4 Suspension or termination of Services

4.4.1 We may suspend, interrupt, change or end any Service or any part thereof at any time for any reason in our sole discretion without notice to you and without any liability to you.

4.4.2 We may widely publicise changes to the Services that apply generally.

4.4.3 We may also give you notice of any interruption of a Service due to maintenance.

4.4.4 We also reserve the right to change the software and hardware which is required to gain access to the Site without prior notice to you.

4.4.5 We reserve the right to suspend or terminate services to you, including the right to remove/block the content(s) posted/uploaded by you, in the event, the content(s) violates any rules or guidelines of the Company.

4.5 Complaints regarding our Services may be lodged with us at by clicking on the "contact us" link on the Site.

5. Use of Services

You will only use the Services:

- 5.1 in accordance with the User Rules and the Terms;
- 5.2 for lawful and personal purposes; and
- 5.3 for the purposes for which they are designed, which excludes trading or investing purposes.

6. Provision of equipment

- 6.1 You will at your own cost acquire and maintain such:
 - 6.1.1 computer, telephone, hardware, software, communication lines; and
 - 6.1.2 network or Internet access, as may be necessary to Subscribe to or use our Services.
- 6.2 You will ensure that your computer, telephone, other communications equipment and software are compatible with the Service concerned before Subscribing to or using the Service.
- 6.3 You will make regular copies or "backups" of your computer software and data.

7. Your information

- 7.1 When you subscribe to or start to use a Service, if requested by us, you will provide us with documentary evidence for your full names, identity number, residential and business or postal address, a certified copy of your identity document and, if you are a legal entity, a certified copy of your business letterhead.
- 7.2 You warrant that all information about yourself that you supply to us at any time is true, current and complete.
- 7.3 You will inform us of any changes of information about yourself.
- 7.4 We may treat any misrepresentations by you as a fraudulent act unless you prove that the misrepresentation was unintentional.
- 7.5 You agree that, as long as you use or Subscribe to a Service, we may collect and store your Personal Information as provided for in our Privacy Policy.
- 7.6 We agree to deal with your Personal Information in accordance with our Privacy Policy.

8. User Ids

- 8.1 Any username, password, number or email address allocated to you or created by you when Subscribing to or using our Services ("user ID") will entitle you to access the Services as long as you comply with the Terms.
- 8.2 Any user ID is personal to you.
- 8.3 You:
 - 8.3.1 will keep your user ID confidential and not disclose it to any third party;
 - 8.3.2 will inform us promptly if a third party gains access to your user ID;
 - 8.3.3 are responsible for all payments, use of, or activity on a Service under your user ID;
 - 8.3.4 will not use a Service at any one point in time more than once under the same user ID (for example, you will not do "multiple log-ins");
 - 8.3.5 will not circumvent our user ID authentication procedures or systems;
 - 8.3.6 are liable for any damage, loss or costs sustained by you, us or by any third party howsoever arising as a result of any actions by you or any third party using your user ID
- 8.4 While a user ID is personal to you, we own it. You may accordingly not sell or otherwise transfer any entitlements thereto to a user ID.
- 8.5 You will also not retain any entitlements to your user ID once this agreement ends.
- 8.6 You will sign out from your Account at the end of each session.

9. Limitation of our liability

- 9.1 You subscribe to and use any Service at your own risk.
- 9.2 We are not liable to you or any third party for any damages suffered by you or a third party howsoever arising from your Subscription to, or use of, or reliance on a Service, including (without limitation) any damages suffered by you due to:
 - 9.2.1 access to our Site or websites linked thereto;
 - 9.2.2 any interruption of or error in the Service; including inability to access our Site or websites linked thereto;
 - 9.2.3 inaccurate information or unreliable results;
 - 9.2.4 use of any Content from our Site, including Content accessed from a link;
 - 9.2.5 our failure to fulfill our obligations as a result of uncontrollable events;
 - 9.2.6 disclosure of your Personal Information (as provided for in our Privacy Policy);
 - 9.2.7 any other reason not directly attributable to our gross negligence.

9.3 If you suffer damages or are dissatisfied with a Service your only remedy is to stop using the Service as provided for in clause 6 above.

9.4 In this clause:

9.4.1 damages means all damages of whatever nature and includes (without limitation) all damages, loss, claims, actions or costs, including (without limitation) loss of data, profits or custom, or business foregone whether:

9.4.1.1 in contract, delict or otherwise;

9.4.1.2 direct, indirect, special or consequential;

9.4.1.3 foreseeable or not; and

9.4.1.4 we were advised of the damages in advance or not; and

9.4.2 uncontrollable events mean any circumstances beyond our reasonable control, including (without limitation) an act of God, of public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations, or any act or omission on the part of a third party.

10. Communication with you and advertising

You authorise us to:

10.1 communicate with you from time to time about our Services including (without limitation) special offers, discounts, promotions, operational changes and/or new Services;

10.2 advertise on any Service in any format in our sole discretion.

11. Governing law

11.1 The Terms are governed by and construed under the laws of India and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

12. Jurisdiction

The Courts of law in India shall have exclusive jurisdiction over any disputes in relation to this agreement.

12. Priority of Terms

Save as expressly provided to the contrary in the Terms, any conflict in the provisions of the Terms will be resolved in accordance with the following order of priority:

12.1 these Terms.

12.2 the Additional Terms.

12. Whole agreement

12.1 The Terms constitute the whole of the agreement between us and you relating to the matters dealt with herein.

12.2 No undertaking, representation, warranty, guarantee, term or condition relating to the subject matter of the Terms not incorporated therein will be binding on you or us.

12.3 Any change or addition to the Terms will only be valid if effected as provided for in clause 3 above.

12. Addresses

12.1 You select as your address (domicile) for the purposes of receiving legal process and notices, the address furnished when you subscribed to or started using a Service.

12.2 We may send you any notices (other than legal process) by email

12.3 You will notify us of any change of address.

12.4 We select as our address for the purposes of receiving legal process and notices the address specified at our website.

12. No waiver

12.1 Any waiver, indulgence, relaxation or extension of any of the Terms will be effective only in the specific instance and for the purpose given.

12.2 No failure or delay on our part in exercising any of our rights will constitute or be deemed to be a waiver.

12.3 No single or partial exercise by us of any of our rights will preclude us from any other or further exercise thereof or the exercise of any other rights.

13. Privacy Policy

13.1 General Principles

Protecting your privacy is very important to us. We have developed this Privacy Policy to protect your personal information and keep it confidential.

We do everything we reasonably can to protect your rights of privacy on systems and websites controlled by us, but

we are not liable for any unauthorised or unlawful disclosures of your personal and confidential information made by third parties who are not subject to our control, for example advertisers and websites that have links to our Site. You should take note that the information and privacy practices of our business partners, advertisers, sponsors or other sites to which we provide hyperlinks, may be different from ours.

We also cannot warrant the security of the information, which you transmit to us.

We categorise information about you (collectively referred to as "Personal Information") as follows:

Profiling Information: Information which you provide when you Subscribe or register for a Service

1. Information about your personal identity such as race, gender, marital status, religion, age etc.;
2. Your financial information such as your banking details and any information relating to your income and lifestyle levels; and
3. Your contact details such as your physical addresses, postal addresses, telephone and fax numbers and the like.

secure servers

Service Usage: Information about your navigation using our Services, for example the URLs of websites, which you visit and from which you request downloads.

Log information: Information such as your web request, IP address, browser type, browser language, date and time of request.

Correspondence Information: Content, information about your correspondents, and the destination/origin of communications between you and any other person using our Services, which include email communications, blog, chat room and discussion board communications, instant message communications, experts forum communications, faxmail communications, membership of mailing lists etc.

- **User IDs:** Your usernames, passwords, email addresses and other security-related information used by you in relation to our Services.

- **Stored Information:** Data either created by you or by a third party and which you wish to store on our servers such as image files, documents etc.

We only collect your Personal Information to conduct our business and to enable us to deliver and improve our Services.

We will only disclose your Personal Information in accordance with this Privacy Policy. If we want to use it for any other purpose, we will obtain your prior written consent.

If you decline to submit personal information to us, then we will unfortunately not be in a position to provide the Services to you.

Any of your information which you provide when you use our Services in an unencrypted manner and/or to an open, public environment or forum including (without limitation) any blog, chat room, albums, community, classifieds or discussion board, is not confidential, does not constitute Personal Information, and is not subject to protection under Privacy Policy.

Since such public environments are accessible by third parties, it is possible that third parties may collect and collate and use such information for their own purposes. You should accordingly be careful when deciding to share any of your Personal Information in such public environments.

Information, which is disclosed publicly, is also shared with our affiliates, third party service providers, sponsors of competitions etc. unless expressly stated otherwise.

We are not liable to you or any third party for any damages (as defined in clause 14 above) that you or any third party may suffer howsoever arising from your disclosure of Personal Information in any public environment. You accordingly disclose information in a public environment at your own risk.

13.2 Right to collect

By accepting the Terms you agree that we may collect and store your Personal Information as long as you Subscribe to or use our Services subject to the limitations set out in this Privacy Policy.

We collect your Profiling and Account Information for the following reasons:

We need your identity details, contact details, banking information and account history to manage our relationship with you and provide Services to you. We will only disclose this information as provided for in clause 27.3 below.

- We use certain of your information in an aggregated form to compile statistical and demographical profiles for our business and marketing activities. We may disclose such information about you, provided that the information is in an aggregated form that is not capable of being used or interpreted in such a manner as to identify you.

We collect and store your Service Usage and Transactional Information to:

- determine and verify the Service Charges payable by you and to administer our relationship with you;
- comply with any statutory or regulatory requirement;

- compile statistical and demographical profiles about you for our business and marketing activities and to customise our Services to you. While we are entitled to use such information about you for our own internal business purposes without limitation, we will only disclose it in a non-aggregated form which is not capable of being used or interpreted in such a manner as to identify you; and

- monitor your use of our Services for the purposes of ensuring compliance with our User Rules.

Some of our own websites use "cookies" so that we can provide you with more customised information when you return to our website. "Cookies" are used to store user preferences and to track user trends, so as to enhance your interactive experience and generally improve our Services to you. You can set your browser to notify you when you are sent a "cookie", giving you the chance to decide whether or not to accept it. If you do accept a "cookie", you thereby agree to our use of any Personal Information collected by us using that Cookie.

You may update your Profiling Information at any time by using the personalise function.

You acknowledge and agree that in the interests of improving personalisation and Service efficiency, we may, under controlled and secure circumstances, share your Personal Information with our affiliates (an entity which is our subsidiary or holding company or a subsidiary of our holding company or an entity which controls, is controlled by or is under common control with us).

13.3 General exceptions

If we are required to intercept, disclose, monitor and/or store your Personal Information:

- by law;
- to conduct our business;
- to secure our systems; or
- to enforce our own rights, we will do so in the manner as prescribed by legislation

Such interception, disclosure, monitoring and storage may take place without your knowledge. In that case, we will not be liable to you or any third party for any damages (as defined in the clause 14 above) howsoever arising from such interception, disclosure, monitoring and storage.

In order to ensure that all our Users comply with the User Rules, we may monitor your Personal Information to the extent that this may be required to determine compliance and/or to identify instances of non-compliance.

To ensure that the security and integrity of our Services are safeguarded, we may monitor your Personal Information. This monitoring may include (without limitation) the filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of spam, viruses and/or unlawful, defamatory, obscene or otherwise undesirable material or content.

We may under certain circumstances procure an element of the Services from a third party service provider for example we may use third party advertising companies to serve advertisements when you visit our Website. To the extent that it may be necessary, and solely for the purposes of providing the Service to you, you agree that we may disclose to such third party any of your Personal Information that may be necessary for the procurement of services from the third party. These companies may also use information (not including your name, address, email address or telephone number) about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you. More information about this practice and your choices about not having this information used by these companies would be available with the respective third parties.

In addition to the general limitation in the Terms, we will not be liable to you or any other third party for any damages (as defined in the clause 14 above) suffered by you or any other third party howsoever arising from the disclosure of your Personal Information. Your only remedy under such circumstances will be to end this agreement.

14. User Rules

14.1 General Principles

While some of these User Rules may be more applicable to a particular Service or access technology, you are bound by all of them regardless of the Service or access technology, which you may use.

We view our Service environment as a virtual community in which you interact with us, with other Subscribers and the Internet community at large.

Like all other communities, our virtual community has rules to ensure the continued existence thereof and that the rights of all participants are respected.

14.2 Definitions

In these User Rules:

- **Abusive Content** means content (including without limitation words and images) which we consider to be defamatory, discriminatory, obscene, lewd, offensive, threatening, abusive, harassing, harmful, hateful or which any kind of pornography, content which may be harmful to minors, religious or racial slurs or threatens or encourages

bodily harm or the like or which may violate any person's rights, regardless of whether such content is accessed, transmitted, propagated, distributed, created or stored in a public or private context;

- Destructive Code means any computer code which:
 - o is designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software, hardware or network (generally referred to as "viruses", "Trojan horses" or "worms");
 - o would disable any software, hardware or network or impair in any way its operation based on the running out of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (generally referred to as "time bombs", "time locks", or "drop dead" code);
 - o would permit any person to access any software, hardware or network of any other person without consent (generally referred to as "trap", "access code", "back door" or "trap door" codes); and
 - o any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such software, hardware or networks of any person to cease functioning or to damage or corrupt data, storage media, programmes, equipment or communications, or otherwise interfere with operations; "
- Communication Facilities includes (without limitation) our email, instant messaging (IM), SMS, chat rooms, discussion boards, albums, communities, classifieds and similar facilities used for the purposes of communicating in real-time or otherwise with other persons whether they are Subscribers or not;
- Fraud means fraud as it is understood in its commonly used legal context which includes (without limitation) solicitation or inducement of any person to participate in any commercial or non-commercial activities which are in the nature of a financial scam, "pyramid schemes" or "chain letters";
- Misrepresentation includes (without limitation):
 - actions designed to deceive, mislead, defraud or otherwise make misrepresentations to any person regarding any fact or circumstance;
 - impersonating or attempting to impersonate or otherwise misrepresenting your identity to any person for whatever purpose;
 - altering the content of communications received by you and thereafter forwarding same to others without indicating the nature of the alterations; and
 - Forging or otherwise manipulating origination details and data on any electronic data message generated by our Communication Facilities with a view to disguising or deleting the origin of anything posted or transmitted using our Communication Facilities including, without limitation, the use of "Socks Proxies", "EZBounce", "Vhosts", "BNC's" and/or any other software or hardware methods used to disguise or misrepresent your own IP address;
- Spamming includes (without limitation) the posting or cross-posting of unsolicited communications using our Communication Facilities; imitating or impersonating another person or his email address, or creating false accounts for the purpose of sending spam; sending unauthorized mail via open, third party servers, sending emails to users who requested to be removed from a mailing list; selling or exchanging the email address of any person without that person's consent;
- System Abuse means any conduct which does or may:
 - o damage, impair, overburden or disable any system of any person (including us) using our Services;
 - o interfere with any other person's use of the Internet or of our Services;
 - o compromise or tamper with the security of our or any other person's software, hardware, systems, networks or Services including (without limitation) Spamming and mass messaging, the use of software and technologies known as "floodbots", "clonebots", "automated client" (e.g. "bots", "fserv" or "script"), nuking and nuking tools (e.g. "7th Sphere").

14.3 General rules

You agree that, when you use our Services, you will not:

- do anything which violates any of the Terms;
- Spam our Communication Facilities;
- make any Misrepresentation;
- post, upload or transmit any Abusive Content by means of our Communication Facilities;
- replicate or store Abusive Content on any of our servers;
- do anything that does not comply with generally accepted Internet etiquette including (without limitation) the excessive use of capitalised text, the use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings;
- commit Fraud;
- violate or infringe the Intellectual Property Rights, contractual or fiduciary rights, privacy or publicity rights of another;
- perform System Abuse;

- propagate, distribute or transmit Destructive Code, whether or not damage is actually caused thereby;
- repeatedly post gratuitous off-the-topic communications;
- read and act upon any communication which was not intended to be received by you or fail to delete such communication;
- gather personal or commercial information including (without limitation) email addresses and/or names from any Internet facilities, whether managed by us or by any third party, for commercial, political, charity or any other purpose without the consent of the owners of such information;
- reproduce, replicate, copy, alter, modify, create derivative works of or sell or re-sell any of: - our Services or any part thereof including (without limitation) websites and web pages, or any Services that constitute the provision of telecommunications Services in terms of applicable legislation; or - the information or data contained in our Services;
- use robots, spiders, or any other device, be it automated or manual, to monitor or copy any content from the Services;
- use any of our Services for commercial purposes other than those provided for hereunder, including (without limitation), reformat and display the results of a search; mirror our home page or result pages on your website, or add a movieguruclub.com search box on your website (If you want to make commercial use of our services, you are required to enter into an agreement with us);
- repeatedly or in a rapid manner transmit Content in such a manner as to have the effect of harassing a recipient;
- transmit Content that you do not own or do not have the right to publish or distribute, whether under law or contract;
- access any of our Services or any similar service of a third party or any network without authorisation or through hacking, password mining or any other means;
- perform or encourage any illegal activities including (without limitation) promoting or facilitating access to, use of or sale of dangerous substances or devices;
- fail to comply with applicable domestic, national and international laws, rules and regulations ;
- send automated queries to our System without our express prior consent, including (without limitation) meta-searches and performing off-line searches on our System;
- disrupt the normal flow of dialogue or negatively affect the ability of other users
- to engage in real time exchanges;
- help any third party to do any of the above.

14.4 Third party use rules When you access or use a third party site or service by means of our Services, you will comply with all rules of use (if any specified) of the third party Service in addition to these User Rules. To the extent that there is a conflict between the third party's rules of use and our User Rules, you are expected to conduct yourself in the manner that is least prejudicial to our interests.

14.5 Enforcement of User Rules Should we consider you to be in breach of any of the User Rules, then we may, without prejudice to any other rights which we may have under these Terms or in law, to:

- give you a warning;
- without notice, stop or suspend your Subscription to or use of any or all Services; and/or
- disclose any of your Personal Information to persons affected by your conduct.

15. Photo and Video Album Service Terms

All terms stated hereinabove, especially with respect to, use and liabilities of each party will apply.

We provide a Service that enables Users to upload, store, view and share access to photo files.

Unless you choose otherwise, the virtual Photo or Video Album is not personal to you and may be readily accessible to, and searchable and distributable by other Internet users.

We also do not guarantee any Intellectual Property Rights, which you may have in photos or albums.

We may impose restrictions from time to time on the amount of Photo or Video image files that you are entitled to store.