

**LAST UPDATED: October 18, 2017**

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Impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information;

Create false user accounts for the stated purpose of collecting and issuing company referral credit;

Restrict or inhibit any other user from using any of our Sites and Apps, including, without limitation, by means of "hacking" or defacing any portion our Sites and Apps;

Violate any applicable laws or regulations;

Upload to, transmit through, or display on any of our Sites and Apps (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

Engage in spamming;

Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, or other destructive items;

Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our Sites and Apps; and

Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of our Sites and Apps.

If you fail to comply with the above rules, such failure will constitute a violation of these Terms, and, in addition to any other rights or remedies we may have, we may immediately terminate your access to and use of our Sites and Apps. In addition, there are specific policies applicable to camera llc Sites and Apps. If you use a camera llc Site or App, you agree not to:

Display adult nudity or inappropriate child nudity.

Post objectionable material, such as material containing hate or malicious content or offers

for adult services, or material inciting or advocating terrorism or violence.

Some features of our Sites and Apps may enable you to send and receive transmissions. You acknowledge that we have no responsibility or liability for any

transmissions, and/or any content included in such transmissions, sent or received by you. We reserve the right, in our sole discretion and at any time, to set limits on the number and size of any transmissions sent by or received through our Sites and Apps and/or the amount of storage space available for transmissions or for any feature made available through our website.

## **Your Member Account**

You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, such as an email address, and creating a password. You agree that you will provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. You are responsible for safeguarding the confidentiality of your username and password that you use to access your member account on our Sites and Apps. You agree not to disclose your username or password to any third party. YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. You will immediately notify us of any unauthorized use of your account on any of our Sites and Apps.

In order to create a member account with any of our Sites and Apps, you must be at least 13 years of age. You represent to us that you are at least 13 years old. If you are not, please do not set up an account with any of our Sites and Apps.

You may close your account at anytime by emailing our customer service team at [hello@timeshel.co](mailto:hello@timeshel.co). You will not be able to access your data nor be charged for any goods or services following the closure of your account. Your account is considered closed at the timestamp of the email received indicating you would like to close your account.

When canceling your account you are waiving your right to receive prints for any past missed months that you paid for. All past missed months that have been paid for must be claimed prior to canceling your account.

## **Making Purchases**

If you wish to purchase any products or services through any of our Sites and Apps, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current and complete. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You agree to pay all charges incurred by you or any users of your account and credit card

(or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

You acknowledge that timeshel is a subscription service and that you will be billed on a monthly basis whether you actively use the service or not. Upon closing your account (see "Your Member Account") you will no longer be billed. You also acknowledge that services are charged for the month preceding the date of the charge meaning the charge on your payment record is for the previous month's service.

Descriptions, images, references, features, content, specifications, products, price and availability of any products or services are subject to change without notice, and our current prices can be found on our Sites and Apps. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on our Sites and Apps at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased through our Sites and Apps. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any product or service.

### **Contests and Sweepstakes**

In addition to the terms and conditions of these Terms, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through our Sites and Apps may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from these Terms. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such Promotion. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules will control.

### **Mobile Applications**

Before using any of our mobile applications ("App"), we may ask you to install a valid copy of the App on your mobile device, register for an account, input your account information into the App as requested, and meet certain hardware and connection requirements which may change as the App evolves. You are responsible for any internet connection fees and/or mobile carrier charges that you incur when accessing or using an App. Should you uninstall an App from your mobile device, you may not be able to use all or some of the features of the App. We use reasonable efforts to accurately display the attributes of any photographs in products that you order through an App, including the colors of those photographs; however, the actual color you see is dependent upon your mobile device, and we cannot guarantee that your mobile device will accurately display such colors.

### **Web Addresses (URLs)**

As part of our services, we may provide you with access to and use of certain personalized pages and the corresponding web addresses (URLs) you choose. However, we do not guarantee the availability of any particular web page or URL, and we reserve the right, at any time and in our sole discretion, to reclaim, suspend, terminate and/or transfer any such web page or URL. In such cases, we may, at our option, provide you with another web page and URL.

### **Third-Party Websites, Software and Services**

Our Sites and Apps may direct you to sites, software or services owned or operated by third parties ("Third Party Properties"). We have not reviewed all of the Third Party Properties to which you may be directed and we have no control over such Third Party Properties. We have no control over and are not responsible for (a) the content and operation of such Third Party Properties, or (b) the privacy or other practices of such Third Party Properties. The fact that our Sites and Apps direct you to such Third Party Properties does not indicate any approval or endorsement of any such Third Party Properties. We direct you to such Third Party Properties only as a convenience. You are responsible for the costs associated with such Third Party Properties, including any applicable license fees and service charges. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any such Third Party Properties.

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We will have the right, at any time and in our sole discretion, to block links to our Sites and Apps through technological or other means without prior notice.

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Any materials submitted by you, including, without limitation, photographs, images, text, graphics and other materials (collectively, "User Submitted Materials") are subject to the following terms and conditions:

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Please note that, while you retain ownership of your User Submitted Materials, any template or layout in which you arrange or organize such User Submitted Materials through tools and features made available through any of our Sites and Apps are not proprietary to you, and such template or layout will be our sole and exclusive property.

You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Submitted Materials, and that the User Submitted Materials do not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that the User Submitted Materials are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.

You consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in User

Submitted Materials to use such individual's likeness, for purposes of using and otherwise exploiting the User Submitted Materials in the manner contemplated by these Terms, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's name or address) with such User Submitted Materials.

You agree that we may (but are not obligated to) filter any User Submitted Materials (including, without limitation, deleting or replacing expletives or other harmful or offensive language), refuse to use any User Submitted Materials (including, without limitation, suspending processing and shipping of any order relating to any User Submitted Materials) and/or disclose any User Submitted Materials and the circumstances surrounding the use thereof, to any third party in order to provide the applicable products or services, to enforce these Terms or to comply with legal obligations or governmental requests.

You agree to indemnify and hold us, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, and third party users harmless from and against any and all claims, causes of action, liabilities, damages, losses, expenses and costs (including, without limitation, attorneys' fees) that arise directly or indirectly out of or from: (i)

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timeshel inc.  
ATTN: Legal  
305 W. Broadway  
Suite 263  
New York, NY 10013

Email: [legal@timeshel.co](mailto:legal@timeshel.co)

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Many of our customers are interested in submitting ideas and suggestions for products and services to be used at our Sites and Apps, either independently of, or in

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You can inquire regarding such approval by sending a letter to timeshel inc. Attn: Idea Submission, 50 Bridge St. Suite 220, Brooklyn NY 11201. If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by us in order to evaluate your idea or suggestion.

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### **Miscellaneous**

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### **Jurisdictional Issues**

These Terms are governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regards to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of New Castle, Delaware, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms, or the application thereof to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision will be enforced to the maximum extent possible, or, if incapable of such enforcement, will be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to

other persons, places and circumstances will remain in full force and effect. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms are not assignable, transferable or sublicenseable by you except with our prior written consent. These Terms may not be modified or amended except as set forth in the introductory section of these Terms. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

If you have any questions or comments regarding these Terms, please contact: [legal@timeshel.co](mailto:legal@timeshel.co).

### **Termination**

Either you or we may terminate your access to our Sites and Apps and to your account at any time, with or without cause, and with or without prior notice. Without limiting the foregoing, we may terminate your access if you violate these Terms. Upon termination for any reason, your right to access and/or use our Sites and Apps will immediately cease. Upon termination, you will have no further access to, and we may delete, any information, files or materials in or related to your account, including, without limitation, any User Submitted Materials. Upon termination, timeshel inc. may delete all information, files and materials related to your account, including any User Submitted Materials, and we will have no obligation whatsoever to save or make any such information, files or materials available to you. You agree that we will have no liability whatsoever to you or any other party as a result of a termination of your access our Sites and Apps and to your account and/or as a result of the deletion of any information, files or materials in or related to your account.

We also reserve the right to cancel or nullify any company credit issued should we notice any fraudulent activity with your account or accounts you created.

### **Class Action Waiver**

ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF ANY OF OUR SITES AND APPS SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

