

## TERMS AND CONDITIONS OF USE

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.**

Last Updated: August 23, 2016

These terms and conditions of use ("Site Terms") apply to your use of this website (the "Site"), and do not alter in any way the terms or conditions of any other agreement you may have with Picturesque, LLC ("Picturesque"). By using this Site, you represent and warrant that you are over the age of 18 and are lawfully able to accept these Site Terms. If you are using the Site on behalf of any entity, you further represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify Picturesque for violations of these Site Terms.

### **Privacy Policy**

Picturesque is committed to protecting your privacy. Please refer to our Privacy Policy for information on how we collect, use and disclose personal information.

### **Ownership of the Site and its Contents**

This Site is owned by Picturesque. Unless otherwise indicated, all of the content featured or displayed on this Site, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof ("Picturesque Content"), is owned or licensed by Picturesque. All elements of the Site, including the Picturesque Content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

### **Use of the Site**

This Site and the Picturesque Content are intended for clients and potential clients of Picturesque. You may not use this Site or the Picturesque Content for any purpose not related to your business with Picturesque. You are specifically prohibited from: (a) downloading, copying, or re-transmitting any or all of the Site or the Picturesque Content without, or in violation of, a written license or agreement with Picturesque; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Site or the Picturesque Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any Picturesque product or service if you are not expressly authorized by such party to do so; and (e) using the Site or the Picturesque Content other than for its intended purpose. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from the United States or the country in which you reside.

### **Copyright Complaints**

If you believe that any material on the Site infringes upon any copyright that you own or control, you may email a notification of such infringement to [info@impicturesque.com](mailto:info@impicturesque.com)

### **Trademarks**

Picturesque's Trademarks, the Picturesque logo, and any other product or service name or slogan contained in the Site are trademarks of Picturesque and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Picturesque or the applicable trademark holder. You may not use metatags or any other "hidden text" utilizing "Picturesque" or any other name, trademark or product or service name of Picturesque without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons

and scripts, is the service mark, trademark and/or trade dress of Picturesque and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

### **Links**

You may not use a Picturesque logo or other proprietary graphic of Picturesque to link to this Site without the express written permission of Picturesque. Further, you may not frame any Picturesque trademark, logo or other proprietary information, including the Picturesque Content, without Picturesque's express written consent.

Picturesque makes no claim or representation regarding, and accepts no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Site, or websites linking to the Site. Such sites are not under the control of Picturesque and Picturesque is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. Picturesque provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Picturesque of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Picturesque shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

### **Forums & Other Interactive Services or Areas**

The Site may include discussion forums or other interactive areas or services, including blogs, chat rooms, bulletin boards, message boards, online hosting or storage services, or other areas or services in which you or third parties create, post or store any content, messages, comments, materials or other items on the Site ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- a. Any message, comment, data, information, text, music, sound, photos, graphics, code or other material ("User Content") that is unlawful, libelous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual property or contract right of any party. By posting any User Content, you represent and warrant that you have the lawful right to transmit, distribute and reproduce such User Content;
- d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations;
- f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files; and
- h. User Content that, in the sole judgment of Picturesque, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all capital letters, or flooding continuous posting of repetitive text), or which may expose Picturesque or its users to any harm or liability of any type.

Further, you agree not to delete or revise any User Content posted by any third party. Picturesque takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Picturesque liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. As a provider of interactive services, Picturesque is not liable for any statements, representations or User Content provided by its users in any public forum, personal home page or other Interactive Area. Although Picturesque has no obligation to screen, edit or monitor any of the User Content posted in any Interactive Area, Picturesque reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site. You acknowledge and agree that Picturesque may access, use or disclose any information about you or your use of this Site, including without limitation any User Content to comply with the law or any legal process; protect and defend the rights or property of Picturesque; or to protect the safety of our company, employees, clients or the public.

If you post User Content to the Site, unless we indicate otherwise, you grant Picturesque and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. You grant Picturesque and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity.

#### **Indemnification**

You agree to defend, indemnify and hold harmless Picturesque, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content that you post, store or otherwise transmit on or through the Site, your conduct, your use or inability to use the Site, your breach or alleged breach of the Site Terms or of any representation or warranty contained herein, your unauthorized use of the Picturesque Content, or your violation of any rights of another.

#### **Disclaimer**

THIS SITE AND THE PICTURESQUE CONTENT ARE PROVIDED "AS IS" AND PICTURESQUE AND ITS EMPLOYEES, AGENTS AND AFFILIATES EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. PICTURESQUE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR THE PICTURESQUE CONTENT, OR THE UNAVAILABILITY OF THE SAME, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. THE FUNCTIONS EMBODIED ON OR IN THE MATERIALS OF THIS SITE ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT PICTURESQUE, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OF THIS SITE OR THE PICTURESQUE CONTENT. WE MAKE NO WARRANTY THAT THE SITE OR THE PICTURESQUE CONTENT IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

Picturesque uses reasonable efforts to ensure the accuracy, correctness and reliability of the Picturesque Content, but we make no representations or warranties as to the Picturesque Content's accuracy, correctness or reliability.

#### **Limitation of Liability**

IN NO EVENT SHALL PICTURESQUE, ITS EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED

WITH THE USE OF THE SITE, THE SERVICES, THE PICTURESQUE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM PICTURESQUE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO PICTURESQUE'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PICTURESQUE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SITE EXCEED THE AMOUNT, IF ANY, YOU PAY TO PICTURESQUE FOR ACCESS TO OR USE OF THE SITE.

#### **Applicable Law and Venue**

Any dispute relating in any way to your use of the Site or the Picturesque Content shall be governed by the laws of the State of Maryland, and applicable federal law, and the parties agree to accept the exclusive jurisdiction of the state and federal courts located in Maryland with venue in Prince George's County.

#### **Termination**

Notwithstanding any of these Site Terms, Picturesque reserves the right, without notice and in its sole discretion, to block your use of the Site.

#### **Miscellaneous Provisions**

Any waiver of any provision of the Site Terms will be effective only if in writing and signed by Picturesque. If any clause in these Site Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Any rights not expressly granted herein are reserved.

#### **Changes to Site Terms**

Picturesque reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. When we make changes, we will revise the "last updated" date at the top of the Site Terms. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. We encourage you to review the Site Terms whenever you visit one of our websites.

#### **Questions and Contact Information**

Questions or comments about the Site or Site Terms may be directed to Picturesque at [info@impicturesque.com](mailto:info@impicturesque.com)

Copyright © 2016 Picturesque, LLC