

Pix.my Terms of Service

These terms of service (“TOS”) govern your use of Pix.my (“Pix.my”) website at pix.my (“Website”) and the Pix.my Website services offered therein (collectively, the “Service”). Each time you use or cause access to this Website or use the Service, you agree to be bound by these TOS, as amended from time to time with or without notice to you. If you use this website or any service on behalf of another person or entity, you use the Website or the Service, as applicable, as an agent of that person or entity and such person or entity will be contractually bound by these TOS to the greatest extent allowed under applicable law. By accepting these TOS, you represent that you have read and understood these TOS and agree to be bound by its terms and conditions. If you do not agree to be bound by (or cannot comply with) any of the terms and conditions of these TOS, please exit from the Website and refrain from using any service. Any references herein to "You" and "Your" refer to both you and such person and entity on whose behalf you act, if any.

1. Acceptance of terms

The Service is an innovative platform where people can upload, manage, and share images on the World Wide Web.

Whether you are an account holder (an “Account Holder”) having a Pix.my Application (“Application”), or a guest (a “Guest”) viewing content on the Service, or viewing content embedded in the other site, your use of the Service is subject to these TOS. Pix.my reserves the right to update and change the TOS from time to time without notice or acceptance by you. The TOS will also be applicable to the use of the Service on an unregistered trial basis. By using the Service, you signify your irrevocable acceptance of these TOS. If you breach or violate any of these TOS, your authorization to use the Website and the Service will automatically terminate.

Please note that your use of the Website and Service is also subject to Pix.my [Privacy Policy](#) (the “Privacy Policy”). By using the Service, you signify your irrevocable acceptance of the Privacy Policy. You can review the most current version of the Privacy Policy by clicking [here](#) at any time.

2. Description of service

The Service allows users to upload, manage and share images uploaded by the Account Holder or Guests (collectively called “Users”), content available on the World Wide Web that is under the public domain, or content that the Users have permission to use under a Creative Commons License or by any other legally valid agreement or license between the User and owner of such content (collectively, the “Content”). As part of the Service, Pix.my will provide each Account Holder with a web site on Pix.my Internet Property (a “User Project”). Each User Project will have limited disc space (the specific amount to be determined in Pix.my sole discretion and disclosed to the User at the time of registration). The size of the disk space, type and number of tools a User may use depend on the type of account such User has or such User’s your status as an Account Holder or a Guest.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Pix.my services, shall be subject to the TOS. You agree not to access the Service by any means other than through the interfaces that are provided by Pix.my to access the Service.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to these TOS. In order to use the Service, each potential User must obtain access to the World Wide Web, either directly or through

devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Pix.my to provide the Service. You also understand and agree that the Service may include certain communications from Pix.my such as service announcements, administrative messages and newsletters, and that these communications are considered part of User registration and you will not be able to opt out of receiving them.

3. Registration

In order to use the Service, you must be an Account Holder. You will be an Account Holder when you install Pix.my Application. You will have the option to register for a Pro User Account or a Free User Account. Persons under 13 years of age are required to have a parent or guardian review and complete the registration process.

You are responsible for maintaining the confidentiality of the account, and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify Pix.my of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Pix.my cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 3. In the event a User subscribing to the Free User Account wishes to upgrade to the Pro User Account, such User will be required to provide additional registration information and pay the fees applicable to the Pro User Account.

In consideration of use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Pix.my has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Pix.my has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. Payment terms

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5. Cancellation and termination

You agree Pix.my, in its sole discretion, may terminate your Account (including user name, password, payment information, etc.), and remove and discard any User Project or Content within the Service if Pix.my believes that you have violated or acted inconsistently with these TOS. Any contracts, verbal or written or assumed, in conjunction with your deleted User Project or Content therein (as applicable) and all its parts, at Pix.my discretion, will be terminated as well. Pix.my may also in its sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these TOS may be effected without prior notice. In such an event, Pix.my reserves the right to bar you or your Guest from any further access to such User Project, Content, information files or the Service. You agree that Pix.my shall not be liable to you or any third-party for any such termination of your access to the Service, User Project or Content. Notwithstanding anything to the

contrary, payments made in connection with the Pro User Account that are terminated in accordance with these TOS will not be refunded.

6. Ownership of account and security

You are responsible for maintaining the security of your Account, and you are fully responsible for all activities that occur under the Account and any other actions taken in connection with your User Project, including those of your Guests. You agree to immediately notify Pix.my of any unauthorized uses of the Account or any other breaches of security. Pix.my cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Pix.my be liable, in any way, for any acts or omissions by an Account Holder or a Guest, including any damages of any kind incurred as a result of such acts or omissions.

7. Content and conduct rules and obligations

You understand that all Content is the sole responsibility of the person from which such Content originated. This means that you, and not Pix.my are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the Service. Pix.my does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Pix.my be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service.

You acknowledge that Pix.my does not pre-screen Content, but that Pix.my and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Pix.my and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Pix.my or submitted to Pix.my

You acknowledge and agree that Pix.my may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Pix.my, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in Pix.my sole discretion as to what action should be taken.

You agree that you will not (nor allow a Guest to):

(1) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of

another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;

(2) harm minors in any way;

(3) impersonate any person or entity, including, but not limited to, a Pix.my official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

(5) upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(6) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

(7) upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", such as (i) sending mass email to recipients who haven't requested email from you or with a fake return address, (ii) promoting a site with inappropriate links, titles, descriptions, or (iii) promoting your site by posting multiple submissions in public forums that are identical;

(8) upload, post or otherwise transmit 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;

(9) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(10) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(11) "stalk" or otherwise harass another;

(12) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;

(13) offer for sale or sell any item, good or service that (i) violates any applicable federal, state, or local law or regulation, (ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) Pix.my determines, in its sole discretion, is inappropriate for sale through the Service provided by Pix.my;

(14) use the Service as a forwarding service to another website;

(15) exceed the scope of the Service that you have signed up for; for example, accessing and using the tools that you do not have a right to use, or deleting, adding to, or otherwise changing other peoples comments or content as a Guest. If any user is reported to be in violation with the

letter or spirit of these terms, Pix.my retains the right to terminate such account at any time without further warning.

8. Additional software

With respect to any additional software that may be made available by Pix.my in connection with the Service, if you elect to download or access such additional software, you understand that you may have to agree to additional terms and conditions, which may be stipulated in a End-User License Agreement separate and in addition to the TOS, before you use such software.

9. International use

Recognizing the global nature of the Internet, you agree to comply with all applicable local laws, rules and regulations regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Russia or the country in which you reside.

10. Intellectual property rights

The content on the Website, except all User Content, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, the "Website Materials") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Pix.my, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Website Materials are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Pix.my reserves all rights not expressly granted in and to the Website and the Website Materials. You agree to not engage in the use, copying, or distribution of any of the Website Materials and User Content other than expressly permitted herein, for any commercial purposes. If you download or print a copy of the Website Materials or any User Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Website Materials or User Content, or enforce limitations on use of the Website or the Website Materials or User Content therein.

Pix.my does not claim ownership of the Content placed on a User's User Project. By submitting Content to Pix.my for inclusion on your User Project, you grant Pix.my a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your User Project on Pix.my Internet properties. This license exists only for as long as you continue to be a Pix.my customer and shall be terminated at the time your Account is cancelled.

You acknowledge that Pix.my does not pre-screen Content, but that Pix.my and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, Pix.my and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

11. Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including 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 advertiser. You agree that Pix.my shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service. You may also place advertisements on your User Project if and when Pix.my makes this feature generally available as part of the Service. Your advertisement placement will be subject to additional terms.

12. Commerce services

From time to time as determined by Pix.my in its sole and absolute discretion, Pix.my will make tools and services available to you to allow you to potentially earn revenue from your User Project through various e-commerce and affiliate programs provided by Pix.my (collectively, the "Commerce Services"). These Commerce Services are, and will at all times be, subject to the TOS, and the following additional terms and conditions. By utilizing the Commerce Services, you agree to be bound by and subject to these terms and conditions, and agree that references to the Service in these TOS include specifically the Commerce Services provided by Pix.my from time to time.

(1) Commerce services

By using the Commerce Services, you appoint Pix.my as your exclusive agent to handle all Commerce Service transactions. You understand and agree that Pix.my may, but will not be obligated to, offer the Commerce Services at different levels of the Service to which you subscribe, in its sole discretion, and therefore, you may not have the ability to utilize the Commerce Services. You also acknowledge that Pix.my may, as a result of guidelines set forth by third parties, or otherwise, deny you the ability to use the Commerce Services. You further understand and agree that Pix.my will charge you a fee for providing the Commerce Services, which may include, or be in addition to, any fees charged by any third party to Pix.my, and which may change from time to time, in each case at Pix.my sole discretion. Finally, you acknowledge that Pix.my may, at any time and in its sole discretion, cease offering the Commerce Services, with or without notice to you.

(2) Reported earnings

Any revenues generated from the use of the Commerce Services on your User Project (less, and not including, the fees charged by Pix.my or any third party) (the "Earnings") will be reported to your Account. You understand and agree that (a) Pix.my may adjust, both up or down, any reported Earnings balances as may be necessary or required to reflect payment adjustments implemented, failures to pay, or other reasons caused, by third parties, and (b) the reports of Earnings set forth in your Account will include such information as will be determined by Pix.my from time to time in its sole discretion, and will be conclusive, final, and binding on you, will constitute an account stated, and will not be subject to any question or dispute by you for any reason whatsoever.

(3) Your use of reported earnings

You will be able to use, or receive, the Earnings reported in your Account in the manner (or manners) that Pix.my may set forth from time to time, including, without limitation, to pay your membership fees for the Services. Without limiting the foregoing, you acknowledge and agree that you will not have any right to use or receive your reported Earnings until such time that (i) Pix.my

receives a corresponding payment from any applicable third party (i.e., for the corresponding activity that gave rise to your reported Earnings), and (ii) you provide to Pix.my certain tax-related information that Pix.my may require from time to time to remain compliant with tax laws. Your tax-related information will be securely stored and used for tax purposes only, and will at all times be subject to Pix.my Privacy Policy.

(4) Loss of reported earnings

There are several ways in which you may lose your ability to access, use, or withdraw your reported Earnings, including, without limitation, the following:

- (a) If you in any way violate or otherwise breach these TOS;
- (b) If you engage in any activity intended to, or the result of which could or would, defraud Pix.my or any third party, including, without limitation, with respect to any advertising activity arising on your User Project, taking any action to inflate or otherwise manipulate traffic or click-through counts from your User Project to participating advertisers or merchants through the use of any manual or automating device, program, robot or other automated means, or otherwise permitting or allowing any third party to conduct the foregoing, including via repeated manual clicks. You understand and agree that repeating clicks produced manually or automated clicks produced by robots, programs, or other artificial automated devices or means that do not represent, or based upon evidence available to Pix.my, do not appear to represent, an actual individual live web user conducting a bona-fide click-through transaction will not generate Earnings;
- (c) If your account is suspended for not making a required service subscription payment;
- (d) If you downgrade your account to a service level that does not support and/or offer Commerce Services, and fail to make use of your earnings prior to downgrading;
- (e) If you prepay for your services using your reported Earnings (i.e., you buy a one-year membership using your Earnings) but then determine to cancel the account. In other words, the amount of reported Earnings used to prepay your services is not refundable;
- (f) If Pix.my ceases providing the Commerce Services in its sole discretion and you fail to utilize or otherwise withdraw your reported Earnings in the time period permitted by Pix.my

By using the commerce services, you acknowledge and agree that Pix.my Shall not be responsible for, and shall not be obligated in any manner to repay you for, any lost earnings.

(5) Pix.my use of reported earnings

You understand that Pix.my will be holding reported Earnings on your behalf in accordance with these TOS, and acknowledge and agree that Pix.my may, in its sole and absolute discretion, hold such reported Earnings in any manner it deems appropriate, including, without limitation, in an interest-bearing or non-interest-bearing bank or other financial account, and you shall not be entitled to receive, and shall not be credited with, any interest or other earnings received by Pix.my therefrom.

13. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Pix.my has no control over such sites and resources, you acknowledge and agree that Pix.my is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that

Pix.my shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

14. Indemnity

You agree to defend, indemnify and hold Pix.my, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any and all claims, damages, losses, obligations, liabilities, cost, debt or demands and expenses (including but not limited to attorneys' fees), made by any third party due to or arising out of your Content, your use of the Service, your Guests activities, your connection to the Service, your violation of the TOS, or your violation of any rights of another, whether you are a registered user or not. The user is solely responsible for his or her actions when using the Service, including, but not limited to, costs incurred for Internet access.

15. Resale of service

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Pix.my

16. General practices regarding use and storage

You acknowledge that Pix.my may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time.

17. Modifications to service

Pix.my reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that Pix.my shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

18. Pix.my proprietary rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Pix.my or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Pix.my does not want to receive confidential or proprietary information from you through the Service or by email. Unless otherwise agreed in writing by an authorized Pix.my representative, any material, information or idea you transmit to Pix.my by any means may be disseminated or used by Pix.my or its affiliates without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this

provision does not apply to Content (as defined herein), or to personal information that is subject to our Privacy Policy.

19. Digital Millennium Copyright Act

A. If you are a copyright owner or an agent thereof and believe that any User submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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 and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 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 an exclusive right that is allegedly infringed.

Pix.my designated Copyright Agent to receive notifications of claimed infringement is: Pix.my Support Team, email: info@pix.my. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Pix.my customer service through info@pix.my. You acknowledge that if you fail to comply with all of the requirements of this Section 19, your DMCA notice may not be valid.

B. Counter-Notice. If you believe that your Content or User Project that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Project, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement under penalty of perjury that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Jose, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Pix.my may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed

Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Pix.my sole discretion.

20. Disclaimer of warranties

You expressly understand and agree that:

(a) your use of the service is at your sole risk. The service is provided on an "As is" and "As available" basis. Pix.my Expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(b) Pix.my Will make reasonable efforts to maintain the service, however, Pix.my Is not responsible for any damage, loss of data, customer information or vendor data, revenue, or other harm to business arising out of delays, misdelivery or nondelivery of information, restriction or loss of access, bugs or other errors, unauthorized use due to your sharing of access to the service, or other interaction with the service. You are responsible for maintaining and backing-up your data and information that may reside on the service. Pix.my Does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected.

(c) any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

(d) no advice or information, whether oral or written, obtained through or from the service shall create any warranty not expressly stated in the tos.

21. Limitation of liability

You expressly understand and agree that Pix.my Shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Pix.my Has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

22. Exclusions and limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 20 and 21 may not apply to you.

23. Russian Government restricted rights

The materials on the Service are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Russian Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Russian Government constitutes acknowledgment of Pix.my proprietary rights in them.

24. Void where prohibited

Pix.my makes no representation or warranty that the Service and any Content is lawful in every jurisdiction from which such Service or Content can be accessed, or is available for use in all jurisdictions. If you access the Service from a jurisdiction outside California you are responsible for compliance with all applicable local laws.

25. General

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service or on these TOS page. You are responsible for periodically checking the TOS page for changes. If you do not agree to be bound by (or cannot comply with) these TOS as modified, you agree that your sole remedy is to cease using the Services.

Your continued use of the Services constitutes your agreement to be bound by the amended TOS. The TOS and the relationship between you and Pix.my shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Pix.my agree to submit to the personal and exclusive jurisdiction of the courts located within San Jose, California. The failure of Pix.my to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision.

The TOS constitutes the entire agreement between you and Pix.my and govern your use of the Service, superseding any prior agreements between you and Pix.my (including, but not limited to, any prior versions of the TOS). You also may be subject to additional terms and conditions that may apply when you use affiliate or other Pix.my services, third-party content or third-party software. If any provision of the TOS or incorporated documents are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect. These TOS and all related documents are written and shall be interpreted in the English language.

26. Violations

Please report any violations of the TOS to info@pix.my.

Effective Date: June, 2014

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