

## Terms of Use

### 1. SCOPE OF AGREEMENT

This Terms of Use Agreement ("Agreement") by and between Outdoor Photographer and Madavor Media ("we", "us", "our" or "MADAVOR MEDIA") and you ("you" or "your") governs your use of the [www.outdoorphotographer.com](http://www.outdoorphotographer.com) & [www.dpmag.com](http://www.dpmag.com) website and other MADAVOR MEDIA owned or controlled websites (collectively, "MADAVOR MEDIA Websites") together with all information, content, products, materials and services made available to you through the same by us and/or third parties (which together with the MADAVOR MEDIA Websites shall be collectively referred to as the "Services"). By using or otherwise accessing the Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree to be bound by this Agreement, do not access or use the Services in any manner.

When we refer to the "use" of the Services in this Agreement, we mean any actual or attempted access or use of the Services, including, without limitation, any transmission, exchange of information or communication associated with the Services. The terms and conditions of this Agreement, together with any other terms of use applicable to other MADAVOR MEDIA owned or controlled websites, as specifically noted on such sites, and any other policies, rules and provisions which are described, linked or otherwise referred to or made available to you collectively form a part of this Agreement, including, without limitation our Privacy Policy at <http://www.outdoorphotographer.com/privacy-policy> and <https://www.dpmag.com/privacy-policy>, which constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements whether oral or written, regarding the Services.

We may add, delete or modify any of our Services at any time in our sole discretion with or without prior notice. We may similarly change this Agreement at any time and we will notify you of such changes by posting the applicable changes on the MADAVOR MEDIA Websites. Changes to the Agreement will take effect upon our posting notice ("Effective Date"). You may obtain a current copy of this Agreement at any time on the MADAVOR MEDIA Websites. If any change is not acceptable to you, you must immediately discontinue any and all further use of the Services. Your continued use of the Services after the Effective Date shall constitute your acceptance of such changes. If any new products or services become available, they will be considered a part of the Services and your use of them will be governed by the terms and conditions of this Agreement unless we notify you that different terms and conditions apply. You further agree to comply with any additional terms which apply to third-party content, material, information, software or other services which are made available in conjunction with the Services.

### 2. INFORMATION AND PASSWORDS

You may be required to provide us with certain information in order to obtain access to and use of certain features and functions of the Services including, without limitation, your name or your company's name, login credentials (e.g., your e-mail address and password), address, telephone number(s), e-mail address, and/or applicable payment data for orders placed for goods and services via the Services (e.g., credit card number, e-mail address, and expiration date) (collectively, your "Information"). You represent, warrant and covenant to us that any and all Information and any other information or data you provide to us, is and will be true, accurate and complete when given to us, that in providing such information to us you will not omit or misrepresent any material facts or information. You further consent and authorize us to verify your Information as required for your use and access to the Services, as applicable.

Certain features and functions of the Services are not generally available to the public. In order to access and use such features and functions, we may require you to enter login credentials, including your email address and password. Third parties may also, from time to time, provide you with additional codes or passwords necessary to perform certain transactions or otherwise access the Services. Your email address, password, and any additional codes or passwords are collectively referred to herein as "IDs". Your IDs are personal to you. You agree that you will not allow any third party to access or use your IDs to access and use the Services under any circumstances.

You are solely and exclusively responsible for maintaining the strict confidentiality and security of your IDs and for any charges, damages, liabilities or losses incurred or suffered by any party as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, including accidental or unintended disclosures, or your authorization to allow any third party to access and use the Services using your IDs. You agree to immediately notify us if you have reason to believe or become aware of any unauthorized use of your IDs or other need to deactivate an ID due to security concerns.

### 3. ACCESS TO AND USE OF THE SERVICES

You may not use or allow others to use, your IDs and/or the Services, directly or indirectly, nor upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using or otherwise in connection with the Services, that: (a) is libelous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Services or cause injury or harm of any kind to our reputation; and/or (d) infringes any intellectual property, privacy or proprietary rights or confidentiality obligations of others. You are solely and exclusively responsible and liable for any such activity, behavior, use and conduct. We have no liability and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your IDs.

You also may not use, nor allow others to use, your IDs, the Services, directly or indirectly, to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the Services or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the Services, or anyone else or causes injury or harm of any kind to our reputation; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior written consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to you and/or your use of the Services.

You are prohibited from violating or circumventing or attempting to violate or circumvent the security of the Services, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Services or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the Services or services to any user, processor, host or network, including, without limitation, by submitting any form of malware, including but not limited to any virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network

security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences which may involve such violations and may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations to the fullest extent of the law.

#### 4. INTERACTIVE SERVICES

As a part of and in connection with your use of the Services, you may have access to and use of discussion groups, chat rooms, bulletin boards and other interactive functionality ("Interactive Services"). If you participate in or use any Interactive Services, you are solely responsible for any information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") you upload, post, link to or otherwise transmit (collectively "transmit") and all consequences thereof. **YOU CAN BE HELD LEGALLY LIABLE FOR THE CONTENT YOU TRANSMIT.** If you choose to transmit any Content using such Interactive Services, you agree to do so solely for lawful purposes, in compliance with the terms of this Agreement and all applicable laws, and in a responsible and professional manner. You expressly agree that we have no responsibility for or control over the Content you may transmit using the Interactive Services. You agree not to use the Interactive Services to post jobs, market products, solicit resumes, collect email addresses, or conduct surveys except where such activity may be expressly permitted in writing by MADAVOR MEDIA as the purpose of the Interactive Services or where such activity is expressly permitted under separate written agreement with MADAVOR MEDIA. We make no representation or warranty of any kind that your use of the Interactive Services will comply with applicable laws or that they were designed to comply with the applicable laws. Additionally, we do not represent, warrant or guarantee the truthfulness, accuracy, quality, or reliability of any of any Content posted, displayed, linked to or otherwise transmitted via any Interactive Services. We also do not endorse any opinions expressed in or through any Interactive Services. You agree that you must individually evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

Although we do not actively monitor, regulate or pre-screen the Content or your use of the Services, we reserve the unconditional right (but not the obligation) to remove, move or edit any Content we in our sole discretion consider harmful, offensive or unprofessional, disruptive, in violation of law, regulation or any agreement, including, without limitation:

- Content which is or may be in violation of this Agreement; Content that could reasonably be construed as a violation of federal, state or international law prohibiting anti-competitive activities or unfair trade practices; or Content that infringes any other person or entity's copyright, trademark, service mark, trade dress or privacy-related rights.

We have no liability or responsibility to you or any other party or entity for performance or nonperformance of such monitoring activities. Users found in violation of this Section may have their access to such Interactive Services blocked, and, in certain cases, MADAVOR MEDIA membership discipline procedures may be initiated. You hereby grant to us a non-exclusive, worldwide, royalty-free, perpetual license, with right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any Content you submit via the Interactive Services by all means and in any media now known or hereafter developed for any use or purpose. In addition, by using the Services, you agree to release MADAVOR MEDIA and its advertisers from any and all liability of any kind arising from Content transmitted by anyone on the Interactive Services, and you agree to release, hold harmless, indemnify and defend Madavor Media and its advertisers from any losses, expenses, penalties, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable

costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based upon any Content you transmit.

## 5. SHOPPING

All goods and services offered for sale on the MADAVOR MEDIA Websites (collectively, "Products") are guaranteed by the manufacturer, licensor or distributor against defects in material and workmanship for 30 days from the date of purchase. Within that time period, you must contact Customer Service at [VIPmember@outdoorphotographer.com](mailto:VIPmember@outdoorphotographer.com) or [VIPmember@dpmag.com](mailto:VIPmember@dpmag.com) and we will coordinate attempts to correct, repair or replace the defective Product. Except as otherwise specifically set forth herein, you may return any un-opened, unused Product in its original packaging within 30 days following the date of purchase for a refund (less applicable shipping and handling). No returns shall be accepted following such 30 day period as noted above. Sales of any MADAVOR MEDIA e-Learning course may be eligible for a 100% refund, subject to the following conditions: The MADAVOR MEDIA e-Learning course must not have been completed (i.e. you cannot complete the course and then seek a refund), and you must contact Customer Service for a refund within 2 business days from the date of purchase of the e-Learning course. Sales of any Software as a Service Products ("SaaS") (i.e. those software products accessed online or through a portal) may be eligible for a 100% refund, subject to the following conditions: You must not have logged into the product, and you must contact Customer Service for a refund within 30 days from the date of purchase of the SaaS product. ALL SALES OF ANY SOFTWARE (I.E. PHYSICAL PRODUCTS YOU CAN INSTALL ON YOUR DEVICE) PURCHASED VIA THE MADAVOR MEDIA WEBSITES ARE FINAL AND ARE NOT ELIGIBLE FOR RETURN. RETURNS OF ANY VIDEO-BASED PRODUCT PURCHASED VIA THE MADAVOR MEDIA WEBSITES MUST BE MADE WITHIN 7 DAYS FOLLOWING THE DATE OF PURCHASE TO QUALIFY FOR A FULL CREDIT OF THE APPLICABLE PURCHASE PRICE TOWARD THE PURCHASE OF ANY OTHER PRODUCT.

We have no responsibility or liability whatsoever for goods or services you may obtain from or through other websites or web pages, even if you were directed or linked to such a site or page through the MADAVOR MEDIA Websites, nor are we responsible for assisting you in correcting any problem you may experience with Products if you do not notify us within the 30 day period noted above or for any goods or services not obtained directly on the MADAVOR MEDIA Websites. You agree that your sole and exclusive remedy and our sole, exclusive and maximum liability arising from or relating in any way to any Product shall be the amount you actually paid us (or our suppliers or other e-commerce partners) for the goods or services in question. If a Product is listed at an incorrect price or with incorrect information, we reserve the right to refuse or cancel orders placed for that Product, whether or not the order has been confirmed and even if your account has been charged (in which event we will issue a credit to your account in the amount of the charge).

Our creation or transmission of an order confirmation does not signify acceptance of your order, nor constitute a binding confirmation of an offer to sell any Product and we reserve the right to accept or decline your order for any reason until the Product has been actually delivered to you. We reserve the right at any time, without prior notice, to limit or reduce the quantity you ordered of any Product and we will notify you if we do so. Products are offered for sale only to end user customers, or as personal gifts to end user customers, and not for resale of any kind. We do not accept orders from dealers, exporters, wholesalers, distributors, resellers or other similar persons or companies (collectively, "Resellers") via the MADAVOR MEDIA Websites, and reserve the right to refuse, cancel or seek the return of any Products that are purchased in violation of the foregoing restrictions. Resellers wishing to place orders for Products should send an email to MADAVOR MEDIA at [VIPmember@outdoorphotographer.com](mailto:VIPmember@outdoorphotographer.com) for more details.

You are solely responsible for any taxes imposed on the sale or use of Products and applicable taxes may be added to the amount charged for Products purchased on the MADAVOR MEDIA Websites. If an order consists of multiple items, they may be shipped separately depending on availability at the time of order.

## 6. INTELLECTUAL PROPERTY

The content displayed or otherwise made available via the Services (directly or indirectly), including, without limitation, all text, graphics, images, button icons, programs, software and other data, content, information and materials, tangible and intangible, and all intellectual property rights in and to the same, excluding the Content you upload, post or otherwise transmit via Interactive Services (the "Material"), are owned by or licensed to us or our third party partners. In addition, all names, service marks, logos, brands, brand names, trade dress and trade names, and any other distinctive identification are trademarks (the "Trademarks") owned by us in the U.S. and other countries, or licensed to us or our third party partners.

You have no rights, nor acquire rights of any kind, in or to such Material or Trademarks and you will not use any Material or Trademarks, except as specifically permitted under this Agreement. You may not do or allow anyone else to do anything with the Material or the Trademarks which is not specifically permitted under this Agreement. You may not use or display our Trademarks in any manner without our prior written permission. Our Trademarks may not be used in connection with any product or service that does not belong to us, or in any manner that is likely to cause confusion among any third party, or in any manner that disparages or discredits us, or causes injury or harm of any kind to our reputation.

Unless otherwise specifically set forth on the MADAVOR MEDIA Websites or otherwise granted to you by our express written permission, you may only use and access, download and copy the Material (and print a single copy) for your personal use, and you will not alter, remove, erase or otherwise obscure our copyright, trademark or other proprietary notices on the Material. You acknowledge and agree that the Material is made available for informational and educational purposes only without representation or warranty of any kind, is not a substitute for legal advice or your professional judgment, and unless otherwise explicitly stated on the MADAVOR MEDIA Websites, should not be construed as an endorsement by or representation of the opinions of MADAVOR MEDIA. We do not give legal advice. Your reliance upon Material obtained by you on or through the Services is solely at your own risk. You agree to comply with all notices and requirements accompanying third-party Material. All rights not expressly granted in this Agreement are reserved to us.

## 7. REMOVAL OF MATERIAL THAT INFRINGES COPYRIGHTS

OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA respects the intellectual property of others and requires that our users do the same. OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA has a policy that provides for the termination, in appropriate circumstances, of users and account holders of OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA Services who are repeat infringers and/or violators. OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA also reserves the right to immediately remove or disable access to any transmission of Content that infringes the copyright of any party under the laws of the United States upon receipt of a notice that substantially complies with the requirements of 17 U.S.C. § 512(c)(3) as set forth above.

If you believe that any content or materials residing on or linked to from OUTDOOR PHOTOGRAPHER Services infringes your copyright, you must send a written notification of claimed infringement that contains substantially all of the following information to the OUTDOOR PHOTOGRAPHER Copyright Agent: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit Outdoor Photographer to locate the material on the OUTDOOR PHOTOGRAPHER Services (such as the URL(s) of the claimed infringing material); (c) information reasonably sufficient to permit OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA to contact you, such as an address, telephone number, and an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or Applicable Law; (e) a statement by you that the above information in your notification is accurate and a statement by you, made under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf; and (f) your physical or electronic signature. Outdoor Photographer's Copyright Agent for notification of a claimed infringement can be reached as follows: OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA, 25 Braintree Hill Office Park, #404, Braintree, MA 02184. Please be sure to send the notification to the attention of the OUTDOOR PHOTOGRAPHER Site on which your claimed infringement occurred. If you wish to notify the OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA Copyright Agent electronically, please submit an email to [VIPmember@outdoorphotographer.com](mailto:VIPmember@outdoorphotographer.com).

If you posted materials to the OUTDOOR PHOTOGRAPHER Services that Outdoor Photographer removed due to a notice of a claimed infringement from a copyright owner, OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA will take reasonable steps promptly to notify you that the material has been removed or disabled. This notice may be by means of a general notice on OUTDOOR PHOTOGRAPHER Services or by written or electronic communication to such address(es) you have provided to Outdoor Photographer, if any. You may provide counter-notification in response to such notice in a written communication that includes substantially all of the following: (i) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (ii) a statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iii) your name, address, telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which OUTDOOR PHOTOGRAPHER/MADAVOR MEDIA is located, and that you will accept service of process from the person who provided notification requesting the removal or disabling of access to the material or such person's agent; and (iv) your physical or electronic signature.

Please note that, under 17 U.S.C. §512(f), any person who knowingly makes material misrepresentations in a notification of claimed infringement or any counter-notification may be personally liable for damages.

## 8. LINKS

The Services may provide, or third parties may provide, links to other websites or resources, not affiliated in any way with us. Because we have no control over such websites and resources, you acknowledge and agree that we are not responsible in any manner for the availability of such external websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or otherwise made available via such websites or resources. You further acknowledge and agree that we 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 made available on or through any such websites or resource.

#### 9. DISCLAIMER OF WARRANTY

THE MADAVOR MEDIA WEBSITES AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS, AS AVAILABLE" BASIS, AND YOUR USE THEREOF IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE MADAVOR MEDIA WEBSITES AND SERVICES, ANY PRODUCTS MADE AVAILABLE TO YOU IN CONNECTION THEREWITH, OR YOUR ACCESS TO OR USE OF ANY OF THE FOREGOING, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND/OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE MADAVOR MEDIA WEBSITES AND/OR OUR SERVICE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE MADAVOR MEDIA WEBSITES AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 10. LIMITATION OF LIABILITY AND RELEASE

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MADAVOR MEDIA, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE MADAVOR MEDIA WEBSITES AND SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT MADAVOR MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

IN THE EVENT YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF THE MATERIAL OR THE SERVICES (INCLUDING THE INTERACTIVE SERVICES), OR ARE IN ANY WAY DAMAGED AS A RESULT OF ANY THIRD PARTY IN CONNECTION THEREWITH, YOU HEREBY RELEASE AND COVENANT NOT TO SUE OR OTHERWISE MAKE A CLAIM, DEMAND OR FILE ANY LEGAL ACTION OR INSTITUTE ANY LEGAL OR REGULATORY PROCEEDINGS AGAINST US, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUPPLIERS FROM, FOR ANY CLAIMS, ACTIONS, DEMANDS OR DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL), OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER FORESEEABLE OR NOT, DISCLOSED OR UNDISCLOSED.

#### 11. INDEMNIFICATION

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of the Services including any Content you transmit, and/or (c) the use of the Services by any other person using your IDs. We may, if necessary,

participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

## 12. TERMINATION

We may terminate this Agreement, restrict, suspend or terminate your access to and use of the Services immediately and without notice or liability, with or without cause, and it will not limit any other rights or remedies which are available to us. You may terminate this Agreement by providing us with written notice of your termination and ceasing to use or access the Services. Termination is your sole right and exclusive remedy if you are not satisfied with the Services. Upon the effective date of any such termination, your right to access and use the Services shall immediately cease.

## 13. GOVERNING LAW AND INTERPRETATION

This Agreement and your use of the Services, will be interpreted under and governed by the substantive laws of the Commonwealth of Massachusetts, excluding its conflicts-of-law rules. You agree that exclusive jurisdiction and venue of any dispute with MADAVOR MEDIA or its licensors, or any of their respective affiliates, officers, directors, employees, contractors, agents, representatives or suppliers, arising out of or in any way relating to this Agreement shall reside in the federal and state courts sitting in the Commonwealth of Massachusetts. You expressly consent to the exercise of personal jurisdiction by such courts and agree that you will not object to jurisdiction of or venue in such courts on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. The parties hereby agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act ("UCITA"). This Agreement may not be modified by anyone except in writing signed by an authorized officer of MADAVOR MEDIA. No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement. You may not assign your rights under this Agreement without our prior written permission and any attempt by you to do so shall be void. If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination.

## 14. Membership Fees and Renewal

The membership fee for Outdoor Photographer Member/PLUS/VIP is stated on the Membership Page. From time to time, we may offer different membership terms, and the fees for such membership may vary. The membership fee is non-refundable except as expressly set forth in these Terms. Taxes may apply on any of our membership tiers.

Your Outdoor Photographer PLUS and VIP membership is valid for 12-months. To ensure continuous service, we will enroll you in the auto-renewal program. You will be notified before your renewal is processed, and the renewal will be subject to prevailing rates at the time of the transaction. Outdoor Photographer PLUS and VIP membership is for US residents only. Contest entries void where prohibited.

If all eligible payment methods we have on file for you are declined for payment of your membership fee, you must provide us a new eligible payment method promptly or your membership will be canceled. If you provide us with a new eligible payment method and are successfully charged, your new membership period will be based on the original renewal date and not the date of the successful charge.



UNLESS YOU NOTIFY US IN WRITING BEFORE A RENEWAL CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND YOUR MEMBERSHIP WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE MEMBERSHIP FEE AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

#### 15. Promotional Trial Memberships

We sometimes offer certain customers various trial or other promotional memberships, which are subject to these Terms except as otherwise stated in the promotional offers. Trial members may at any time (through Your Account) choose not to continue to paid membership at the end of the trial period.