# TERMS OF MEMBERSHIP

In consideration of your purchase of membership/subscription Product(s) from this Site, Subscriber will abide by all Terms of Membership, site and privacy policy requirements. Further, Subscriber agree that to the extent Subscriber provide personal information to AIBP Inc it will be true, accurate, current, and complete and that Subscriber will update all personal information as necessary. Effective 11/15/2021

## **DEFINITIONS**

The term "Products" or "Product" refers to all of intellectual property to be delivered by purchased membership or subscription access to the Subscriber, the Purchaser. Products include, but are not limited to, video recordings, templates, and PDF formatted documents.

The terms "AIBP," "we," "us," and "our" refer to AIBP Inc.

The term "including" means "including, but not limited to."

The term "Site" refers to any website owned by AIBP Inc on which these Terms are posted.

The terms "Purchaser" or "Subscriber" refer to the individual or legal entity entering into these Terms of Membership.

## **PAYMENT & ACCESS**

All Subscribers must keep their payments data up-to-date. Declined payments will result in immediate revocation of access to any and all materials of the subscription and are due up until a proper submission of cancellation.

All Subscribers may cancel at any time by visiting the Accounts section after logging into the site. Subscribers may also cancel by submitting it in writing to info@aibphotog.com. There are no prorated or refunded past payments and all payments must be canceled at least two (2) business days prior to recurring subscription payment date.

# **ACCOUNT ACCESS & REQUIREMENTS**

All purchases will be made available to the Purchaser through a unique access account on www.aibphotog.com Sharing of any account logins or providing of access to un-authorized individuals will result in suspension of account, revocation of access and all monies will be forfeited with no refunds available. Authorized individual includes owner of the Purchaser's company and authorized agents.

By becoming a Subscriber, you opted in to receiving occasional special offer, marketing, survey and Product-based communication emails. You can easily unsubscribe from AIBP Inc commercial emails by following the opt-out instruction in these emails.

Subscriber is responsible for ensuring all contact information, including but not limited to email addresses, are valid and up-to-date. Subscriber is responsible for safelisting or whitelisting emails from the AIBP Inc and the AIBP Inc is not liable for any emails not received due to Subscribers failure in these actions.

Subscriber is responsible for ensuring business websites are active and any social links provided are valid. Inactive websites will result in a canceled membership. Also if a subscriber website features content that is deemed 18+, there must be a barrier in place for the backlink to be live.

Subscriber is responsible to upload professional portfolio images that follow similar standards to social media community standards. Erotica or overly suggestive images are not allowed in your directory listing. All images will be reviewed by our webmaster and removed at their discretion.

Subscribers must be at least eighteen (18) years of age. No Subscriber under the age of eighteen (18) may participate in AIBP Inc's subscriber programs and/or purchase of AIBP Inc products.

Videos hosted within the account shall not be downloaded, screen-recorded or otherwise captured in any format. Videos are only to be access by your unique log-in account to <a href="https://www.aibphotog.com">www.aibphotog.com</a>

## CONDUCT OF SUBSCRIBER

AIBP Inc retains discretion to revoke Subscriber's access to all materials, communities or other assets due to poor conduct. This includes, but is not limited to, defamatory comments, abusive language or actions, harassment of others. If removed for conduct, Subscriber will not receive any proration or refund of monies paid.

# RELEASE OF LIABILITY

Upon upload, submission, or transfer of images files, documents or information, Subscriber confirms they have own copyright and have permission from the subject to to share publicly in the form of a signed legal model release. Subscriber agrees that the AIBP Inc and its members will be held harmless from liability for any images shared without a legal model release. Upon upload, submission, or transmission Subscriber is confirming that thay are the creator copyright holder for the images, files, and/or documents and agree that the AIBP Inc and its members will be held harmless from liability from any images violating copyright laws.

#### LICENSE OF USE

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Subscriber a non-exclusive, non-transferable license to download, view, edit, copy and

print the Products Subscriber purchase solely for your specific legal entity business use with respect to your clients or similar business use, and which is not to include any reproduction, copying, or any other use of the Products or free downloadable material for resale or distribution ("Permitted Use"), provided that Subscriber: (1) abide by all copyright protections afforded to the Products, both as formally registered with the U.S. Copyright Office and as otherwise provided by law; (2) abide by all trademark protections afforded to the Products, both as formally registered with the U.S. Patent and Trademark Office, a state trademark authority, or as otherwise provided by common law; (3) do not use the Products or otherwise offer them on any other website, through a networked computer environment, or otherwise offer them for distribution or sale or in any manner inconsistent with Permitted Use as provided by these Terms; and (4) do not modify the Products in any way beyond edits and completions necessary to complete templates and other Products consistent with Permitted Use provided by these Terms. Final products using templates and/or processing may be shared in their final version. Such permission to modify Products consistent with Permitted Use in no way expands the limited license provided herein, nor does grant Subscriber intellectual property ownership in, or provide a general right to modification of, the Products.

Violations of this License will result in immediate ejection from the community, denial of access to all purchases and all monies paid will be forfeited without refund. AIBP Inc may, at its discretion, pursue all legal remedies available for violations.

## THIRD-PARTY GENERATED CONTENT

The Web Site contains content generated from third-parties. This content includes but is not limited to product ratings, product reviews, discounts, event announcements, featured listings, blog posts/articles, paid or unpaid advertisements, calendar announcements, listings, and links to third-party sites. Third-Party generated content

further includes information about products and services, mainly through advertising, offered by parties other than the Site, such as product descriptions, specifications, pricing, availability, uses and performance. The Site does not guarantee the accuracy, integrity, or quality of third-party generated content. The Site does not endorse and is not responsible for statements, advice and opinions made by anyone other than authorized Site spokespersons.

## THIRD-PARTY WEBSITES AND INFORMATION LISTINGS

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## **NO WARRANTIES**

PRODUCTS ARE PROVIDED "AS IS." AIBP Inc OFFERS NO WARRANTY, EXPLICIT OR IMPLIED, REGARDING ANY FORMS OR TEMPLATES, THE ACCURACY OF ANY INFORMATION, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OBTAINING MATERIALS AVAILABLE THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. AIBP Inc MAKES

NO WARRANTY THAT THE SITES, PRODUCTS OR MATERIALS WILL BE ACCURATE AND RELIABLE IN ALL INSTANCES. LIMITATION OF LIABILITY AND INDEMNIFICATION EXCEPT AS PROHIBITED BY LAW, AIBP Inc SHALL NOT BE LIABLE TO SUBSCRIBER OR TO ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE, MATERIALS OR PRODUCTS, INCLUDING ATTORNEY'S FEES AND RELATED EXPENSES OF LITIGATION AND ARBITRATION. EXCEPT AS PROHIBITED AS LAW, TO THE EXTENT THERE IS LIABILITY FOUND AS TO AIBP Inc, SUCH RECOVERY IS LIMITED TO THE AMOUNT SUBSCRIBER PAID FOR MATERIALS, PRODUCTS AND SERVICES.

## CLASS ACTION WAIVER

YOU AGREE THAT ANY PROCEEDING IS LIMITED TO THE DISPUTE BETWEEN AIBP Inc
AND YOU INDIVIDUALLY. TO THE FULL EXTENT PERMITTED BY LAW. NO PROCEEDING
WILL BE JOINED WITH ANOTHER. THERE IS NO RIGHT OR AUTHORITY FOR ANY
DISPUTE TO BE RESOLVED ON A CLASS ACTION-BASIS OR TO UTILIZE CLASS ACTION
PROCEDURES. THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT
IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR
ANY OTHER PERSONS. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST AIBP Inc
ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN
ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

# LIMITATION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIBP Inc WILL NOT BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, LOSS

OF OPPORTUNITY COST, LOSS OF PROFITS AND THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF AIBP Inc has been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed of its essential purpose. Damages, including attorney's fees and costs, are limited to the amount paid under this agreement.

## **INDEMNITY**

Subscriber agree to indemnify, defend and hold AIBP Inc harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of products in violation of these Terms of Membership and/or arising from a breach of these Terms of Membership and/or any breach of your representations and warranties set forth above and/or if any material that Subscriber post using this Site causes us to be liable to another.

# NO PROFESSIONAL SERVICES

The purchase of the membership/subscription product does not include in the rendering of specific professional services such as medical, legal, accounting, financial or otherwise professionally license required services. The information in the Product(s) are for educational purposes only and Subscriber must always seek the advise of a licensed professional for application to your specific needs.

# NON-GUARANTEE OF RESULTS

AIBP Inc does not make any guarantees as to results. All purchases are non-refundability with no guarantee for your success.

# CONFIDENTIALITY

Subscriber will not share or any information in the Product, except (a) when required by lawful court or other legal process, but only then after providing written notice to AIBP Inc and subjecting the material to a reasonable protective order of the court or other government authority to seek legal advice, and only then when (i) necessary, (ii) told to bona fide, retained legal counsel, and (iii) subject to an enforceable promise of confidentiality by the legal counsel to AIBP Inc; or (b) when authorized in a signed writing by AIBP Inc.

#### **SEVERABILITY**

If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

# GOVERNING LAW, JURISDICTION AND VENUE

These Terms will be governed under the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms will be venued exclusively in state or federal court in the City of Boston Subscriber hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms is taking place or originating. If either party to this agreement brings a legal action against the other party to these Terms to secure the specific performance of the Terms, collect damages for breach of this agreement, or otherwise enforce or interpret these Terms, the prevailing party will recover reasonable attorney's fees and all costs, premiums for bonds, fees, and

other expenses expended or incurred in the action in addition to any other relief that may be awarded.

## THESE TERMS MAY CHANGE

These Terms are current as of the effective date set forth above. AIBP Inc reserves the right to change these Terms from time to time consistent with applicable laws and principles. These changes will be effective as of the date we post the revised version on this Site. AIBP Inc will timely email Subscriber using the email supplied by Subscriber to notice any consequential Terms of Membership changes. Your continued use of this Site, Products, and participation as a Subscriber after we have posted the revised Terms constitute your agreement to be bound by the revised Terms of Membership. If at any time Subscriber choose not to accept these Terms of Membership, Subscriber should not use this Site and terminate your Subscription with AIBP Inc.

#### **ENTIRE AGREEMENT**

These Terms (together with our Privacy Policy and any Privacy Notices or click-through agreements applicable to Subscriber) contain the entire understanding and agreement between Subscriber and AIBP Inc with respect to this membership purchase terms and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between Subscriber and AIBP Inc with respect to this Site and your use of this Site.

# **QUESTIONS**

If Subscriber has any questions about this Site or these Terms of Membership, please contact AIBP using the following information: via email at info@aibphotog.com