

## Pixami Terms and Conditions

These Terms and Conditions apply to all Pixami online software including Pixami Yearbook Pro, YB Essentials, Directory Pro, and Storefront. Pixami’s software is offered to users via our customers, including publishers and portrait photographers. These Pixami customers must obey the Terms and Conditions herein.

For more information, please contact your Pixami website provider, or e-mail [info@pixami.com](mailto:info@pixami.com).

### THIS SITE USES FACE MATCHING TECHNOLOGY

#### Q: What is Face Matching Technology?

A: Face Matching is an innovative technology that allows the software to recognize students in candid yearbook photos, after first analyzing their portrait and name data that were provided.

#### Q: Why and How is it Being Used?

This technology identifies and automatically names (or tags) students in candid photos in the yearbook. Until now this has been done manually, taking a lot of time, with the potential for errors and omissions. Using Face Matching technology the software tags *all* candid photos, with more accuracy. This saves time, and allows for a more accurate, fair, and personal portrayal of all students.

#### Q: What Do You Do With the Data? What is Being Collected? How Long Do You Keep It?

We use the face-matching data only to identify students, only in the candid photos submitted for the yearbook, and only during the yearbook design process. Once the yearbook is completed all data is permanently deleted. It is never shared or transmitted externally for any reason, or used for any other purpose other than stated above.

#### Q: Is it Safe and Secure? Is Privacy Respected?

Yes! Privacy of students is a top priority in the design of our system. It focuses only on facial features, and face data is encrypted, never stored with name data. This technology is running along with the yearbook software, in a proprietary, state-of-the-art environment at Amazon (AWS), using industry best practices for privacy and security, and strict measures to prevent any misuse.

### OVERVIEW OF TERMS AND CONDITIONS

We offer this “Website”, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting a Pixami website or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

Any new features or tools which are added to the current website shall also be subject to the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### **Website Terms**

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

### **General Conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, reverse engineer, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **PRIVACY AND PERSONAL INFORMATION**

We're strongly committed to safeguarding our website users' privacy. We operate under the following set of strict privacy principles:

- The only information we obtain about website users is information we need to perform requested services, process transactions, or notify you of services and promotions.
- User information is never revealed, resold, or made public for any reason whatsoever.
- We do not knowingly collect any personal information from children under 13.
- The website contains features that allow students to use the website only at the request of an adult administrator, with approval and supervision, and without providing personal information.
- We share customer information with third party intermediaries (for example, credit card authorization companies and merchandise distributors) who help us run the site. Your customer information is provided to these third parties solely for the purpose of providing you the services you request and third parties will not retain or use your customer information for any purpose other than those services.
- All Pixami websites are hosted in secure facilities at AWS and we have taken industry-standard physical, electronic and procedural steps to protect and secure your personal information.

## **MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **STOREFRONT PRODUCTS OR SERVICES**

Certain products or services may be available for sale online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy, which is described below.

We have made every effort to display as accurately as possible the colors and images of our products that appear on the website. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

### **Accuracy of Billing and Account Information**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Return Policy below.

### **Shipping**

Yearbooks will be delivered in the manner and on the date specified by your yearbook provider. Please contact your yearbook provider with any questions.

Personalized photo products will be delivered according to your chosen shipping method, and will be shipped within 3-5 business days after you place your order.

### **Return Policy**

We do not proofread or make any other design changes, and will not provide a refund or replacement for any errors in spelling, content, or other aspects of your custom design. Please be sure to thoroughly review your product before submitting your order.

Should you order products from us, the return of those products will be subject to the following:

- All damage and shortage claims should be made within 3 days of delivery. If damaged upon arrival you have the right to refuse the order. Call to report damages and obtain a return authorization number.
- A copy of the packing slip or the customer receipt must accompany all returns.
- A refund will be issued to the original credit card within 1 -2 billing cycles. Credit can be given in the form of a credit upon request. Please call to request a credit code.

There will be no returns or refunds for yearbooks, yearbook ads, or yearbook-related orders. Please contact your yearbook provider with any questions.

## **ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

By your use of this site you will agree not to upload any unacceptable images, or otherwise create products and content that are unacceptable. Unacceptable images and content include copyrighted images, logos, or other graphics (that you do not own the rights to), images or other content that contain nudity, pornography, vulgarity, depict illegal acts, or could otherwise be considered threatening, hateful, abusive, obscene or distasteful.

While we are not obligated, we may review accounts and orders for content, and we reserve the right to delete any content, and cancel any orders, at our discretion, that we believe to violate this policy.

## **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all

implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

If you order any products from us, the above limitations on liability are fully applicable. If we provide defective product, your remedies are limited to (1) repair of the defective product; (2) replacement of the defective product; or (3) refund of money paid for the product.

In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless us and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions, or your violation of any law or the rights of a third-party.

## **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## **GOVERNING LAW**

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of California.

## **CHANGES TO TERMS AND CONDITIONS**

You can review the most current version of the Terms and Conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

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Pixami, Inc.