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 - (ii) use any Photos in a manner that is: unlawful or that promotes unlawful activities; harmful or intended to incite harm or violence; threatening; deceptive or misleading; harassing; discriminatory; libelous; defamatory; vulgar; pornographic; obscene; in violation of another's right of privacy, publicity or other rights; in violation of any contractual or fiduciary obligations; infringing on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, "*Intellectual Property Rights*") of any third party; or otherwise reasonably objectionable;
 - (iii) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;
 - (iv) violate or attempt to violate the security of the Service;
 - (v) reverse engineer, decompile or disassemble any portion of the Service;
 - (vi) "scrape" information from the Service by automated means;
 - (vii) interfere with the ability of others to use the Service;
 - (viii) redistribute or resell any of our Photos; or
 - (ix) retain, copy, distribute, publish, or use any Photos except as expressly provided in these Terms.
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5. **INDEMNITY.** You agree to indemnify, defend and hold harmless us and our affiliates, and all officers, directors, owners, agents, or licensors thereof (collectively, the "*Indemnified Parties*") from and against any and all losses, damages, liabilities and costs, including reasonable attorneys' fees, sustained by the Indemnified Parties in connection with any claim arising out of your use of any Photos or any breach by you or any user of your account of these Terms. You shall cooperate as fully as reasonably required in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.
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7. **LAW; DISPUTES.** These Terms shall be governed by the laws of the United States of America and the Commonwealth of Pennsylvania, without regard to conflict of laws rules. ANY DISPUTE RELATING TO THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION IN FRONT OF A SINGLE ARBITRATOR IN PHILADELPHIA, PA IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. YOU AND WE AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN CONNECTION WITH THE SERVICE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR WE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR WE ACT OR PROPOSE TO ACT IN A REPRESENTATIVE CAPACITY, AND THAT NO SUCH PROCEEDINGS WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, US, AND ANY OTHER PARTIES TO ANY SUCH PROCEEDING.

8. **PRIVACY.** Your use of the Service is subject to our [privacy policy](#), the provisions of which are incorporated herein by this reference. By using the Service, you acknowledge and consent to our collection and use of information as set forth in the privacy policy.
9. **CHANGES TO TERMS.** We may modify these Terms at any time by posting changes on the Service; however, (i) these changes will only become effective and binding with respect to you after we provide notice on the Service that these Terms have changed and you first use the Service following the date of such posting, (ii) the changes will only apply with respect to your use of the Service after such changes become effective, and (iii) any change in payment obligations will only apply to your subsequent purchases on, or usage of, the Service. If at any time you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Service.
10. **INFRINGEMENT CLAIMS.** If you believe that the Service, including any Photos, contains content that infringes on your copyright, please forward the following information by email to support@photos4sims.com, or send it to: Equipment Simulations LLC, Attn: Jonathan Kaye, PO Box 63684, Philadelphia, PA 19147.
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 - A description of the copyrighted work that you claim has been infringed;
 - A description of where the alleged infringing material is located;
 - A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
 - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
11. **LINKS.** The Service may contain links to websites that we do not operate. We are not responsible for the content of any such website, and you should direct any concerns regarding such website to their respective site administrators or webmasters.
12. **NOTICES.** Notices required or permitted hereunder that are intended for you personally and not all users of the Service shall be made to you at the most recent email address on file with us. Notices to us should be sent by email to support@photos4sims.com, or by postal mail or courier to: Equipment Simulations LLC, Attn: Jonathan Kaye, PO Box 63684, Philadelphia, PA 19147.
13. **MISCELLANEOUS.** No joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms and/or your use of the Service. The person accepting these Terms on your behalf represents and warrants that he, she or they are at least 18 years old and have been duly authorized by that party to accept and thereby bind it to these Terms. These Terms constitute the entire agreement between you and us with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding the Service, including any Photos. We may assign these Terms at our discretion. You may not assign these Terms. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced. In addition to money damages, we shall be entitled to seek equitable relief where appropriate if you breach of any of these Terms. These Terms are severable and may be construed to the extent of their enforceability in light of the parties' mutual intent. The titles and subtitles in these Terms are used for convenience only and are not to be considered in construing it. All references herein to “including” and variations thereof shall be deemed to mean, “including, but not limited to.” All references herein to “we,” “our,” “us” or variations thereof shall be deemed to refer to Equipment Simulations LLC. All references herein to

“you,” “your” or variations thereof shall be deemed to refer to you individually, if you are entering into these Terms on an individual basis, and to the corporation, partnership or other organization or legal entity that you represent, if you are entering into these Terms on behalf of such organization or entity. The provisions of Sections 1-13 hereof shall survive any termination hereof; provided that, upon termination, all license grants shall terminate.