

## Your Acceptance

By using (e.g. buying seconds) or visiting the *Pic a Second* website or any *Pic a Second* software, data feeds, and services provided to you on, from, or through the *Pic a Second* website you signify your agreement to (1) these Terms and Conditions, (2) *Pic a Second's* Privacy Policy, found at <http://picasecond.com/privacy-policy> and incorporated herein by reference. **These Terms and Conditions affect your legal rights and obligations. If you do not agree to be bound by all of these Terms and Conditions or Privacy Policy, do not access or use the website or its services.**

*Pic a Second* may, in its sole discretion, modify or revise these Terms and Conditions and Privacy Policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits. Therefore, you should periodically review the most up-to-date version <http://picasecond.com/terms-and-conditions>.

## Service

These Terms of Service apply to all users of the website *Pic a Second*, including users who are also contributors of content on this website. "Content" includes the text, software, graphics, photos, sounds, videos, audiovisual combinations, URL, interactive features, hyperlinks and other materials you may view on, access through, or contribute to the website. The website includes all aspects of *Pic a Second*, including but not limited to all products, software and services offered via the *Pic a Second* website (e.g. the *Pic a Second* landing page or the *Pic a Second* Upload).

The website may contain links to third party websites that are not owned or controlled by *Pic a Second*. *Pic a Second* has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, *Pic a Second* will not and cannot censor or edit the content of any third-party site. By using the website or its services, you expressly relieve, indemnify and hold *Pic a Second* harmless from any and all liability arising from or related to the content of your pictures and your use of any third-party website.

Accordingly, we encourage you to be aware when you leave the website or its services and to read the Terms and Conditions and Privacy Policy of each other website that you visit.

Terms of a contract, Terms and Conditions, Privacy Policy, all other information, all communication, the website and all invoices will be in the language English.

## Basic Terms

1. You must be at least 18 years old to use the website or its services.
2. You may not post or link to violent, nude, partially nude, obscene, offensive, discriminatory, unlawful, infringing, hateful, religious, pornographic or sexually suggestive photos or other inappropriate content via the website. *Pic a Second* remains the right to decide that the uploaded content (picture, the URL and the content behind the URL) is inappropriate,

without a need for explanation or justification, without notice, at any time, and without liability to you.

3. If your picture and link is accepted and you later change the content of the linked site to one of the stated reasons under 2. of the Basic Terms your content will be removed and you will not get any refund.
4. You must not upload the same picture or photo for more than 5 consecutive seconds, regardless of the upload time and regardless of the bought seconds. *Pic a Second* reserves the right to make exceptions for any reason, without a need for explanation or justification, without notice, at any time, and without liability to you.
5. *Pic a Second* may deny the upload of the same picture or photo for overall more than 100 seconds.
6. You must not upload the same pictures as the predefined sample pictures of *Pic a Second*. You must not upload pictures with *Pic a Second* watermarks or specific patterns used on the website.
7. We reserve the right to limit the uploaded pictures per user or per day for any reason, without a need for explanation or justification, without notice, at any time, and without liability to you.
8. Pictures must be uploaded in JPEG, JPG, PNG or GIF format.
9. Pictures must not be animated.
10. You cannot change any uploaded data. Once the content (e.g. image and/or link) and your data is uploaded it will not be changed anymore.
11. When you “purchase” seconds of *Pic a Second* you will not “own” any part of the homepage or the website, but rather you are granted the right to submit an image and link per second which will then be displayed on the homepage in the respective timeslot you have paid for. This timeslot or link cannot be resold.
12. Prices are stated including all taxes for consumers and without any tax for businesses or entities treated like a business for tax purposes.
13. You are responsible for any activity that occurs through your registration. With the exception of people or businesses that are expressly authorized to register on behalf of their employers or clients, *Pic a Second* prohibits the registration for other persons. You agree that you will not register for anyone other than yourself. You also represent that all information you provide or provided to *Pic a Second* upon registration and at all other times will be true, accurate, current and complete. Otherwise you expressly relieve, indemnify and hold *Pic a Second* harmless from any and all liability arising from or caused by this information.
14. You may not use the website or its services for any illegal, inappropriate or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the website or its services and your content, including but not limited to, copyright laws.
15. You are solely responsible for your conduct and any data, text, files, information, images, graphics, photos, audio and video clips, sounds, works of authorship, links and other content or materials (collectively named content) that you submit, post, upload or display on or via the website.
16. You must not change, modify, adapt or alter the website or its services or change, modify or alter another website so as to falsely imply that it is associated with the website or *Pic a Second*.

17. You must not interfere or disrupt the website or its services or servers or networks connected to the website or its services, including but not limited to, by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You must not inject content or code or otherwise alter or interfere with the way any *Pic a Second* page is rendered or displayed in a user's browser or device. You must not alter the website and its services or its program or source code in any way.
18. You must not register with the website or its services through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
19. You must not attempt to restrict another user from using or enjoying the website or its services and you must not encourage or facilitate violations of these Terms and Conditions or any other *Pic a Second* terms.
20. Violation of these Terms and Conditions may, in *Pic a Second's* sole discretion, result in termination of your uploaded content. You understand and agree that *Pic a Second* cannot and will not be responsible for the content posted on the website or its services and you use the website or its services at your own risk. If you violate the letter or spirit of these Terms and Conditions, or otherwise create risk or possible legal exposure for *Pic a Second*, we can stop providing all or part of the website or its services to you and claim damages if incurred. All benefits you may have from a breach of these Terms and Conditions or the amount in money corresponding to the value of these benefits must be transferred to *Pic a Second*.
21. In case of a credit card fraud (e.g. the payer is not the real holder of the credit card) *Pic a Second* will not charge back the amount of the misused credit card if the customer is a business.

## **General Conditions**

1. We reserve the right to modify or terminate the website, including your content or the display of your content, or your access to the website for any reason, without notice, at any time, and without liability to you. *Pic a Second* intends to keep the website online for at least 5 years.
2. Upon termination, all licenses and other rights granted to you in these Terms and Conditions will immediately cease.
3. We reserve the right, in our sole discretion, to change these Terms and Conditions from time to time. You agree that we may notify you of the updated terms by posting them into the Terms and Conditions, and that your use of the website after the effective date of the updated terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the updated terms. Therefore, you should review these Terms and Conditions and any updated terms before using the website or its services. The updated terms will be effective as of the time of posting, or such later date as may be specified in the updated terms, and will apply to your use of the website or its services from that point forward. These Terms and Conditions will govern any disputes arising before the effective date of the updated terms.
4. We reserve the right to refuse access to the website to anyone for any reason at any time.
5. We may, but have no obligation to, remove, edit, block, and/or monitor content that we determine in our sole discretion violates these Terms and Conditions.
6. There may be links from the website, or from communications you receive from the website, to third-party websites or features. There may also be links to third-party websites or

features and/or links in images or text within the website. The website may also include third-party content that we do not control, maintain or endorse. Functionality of the website may also permit interactions between the website and a third-party website or feature, including applications that connect the website or your uploaded data on the website with a third-party website or feature. *Pic a Second* does not control any of these third-party websites or any of their content. You expressly acknowledge and agree that *Pic a Second* is in no way responsible or liable for any such third-party websites or features or any of their content. Your correspondence and business dealings with third parties found through the website are solely between you and the third party. You may choose, at your sole and absolute discretion and risk, to use applications that connect the website or your uploaded data on the website with a third-party website (each named application) and such application may interact with, connect to or gather and/or pull information from and to your uploaded data. By using such applications, you acknowledge and agree to the following: (i) if you use an application to share information, you are consenting to information about your uploaded data on the website being shared; (ii) your use of an application may cause personally identifying information to be publicly disclosed and/or associated with you, even if *Pic a Second* has not itself provided such information; and (iii) your use of an application is at your own option and risk, and you will hold the *Pic a Second* parties harmless for activity related to the application.

7. You agree that you are responsible for all data charges you incur through use of the website.
8. We prohibit crawling, scraping, caching or otherwise accessing any content on the website via automated means, including but not limited to, user data and pictures (except as may be the result of standard search engine protocols or technologies used by a search engine with *Pic a Second's* express consent).

## **Rights**

1. *Pic a Second* does not claim ownership of any content that you post on or through the website. Instead, you hereby grant to *Pic a Second* a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the content that you post on or through the website, subject to the website's Privacy Policy, available here <http://picasecond.com/privacy-policy>, including but not limited to sections 2 ("How we use the collected information"), 3 ("How we share your information ") and 4 ("How we store your information "). You hereby grant *Pic a Second* the right to publish, distribute, edit, send, present, use, store, display, reproduce, modify, create derivative works, perform, copy the uploaded content including but not limited to pictures and URLs. You cannot choose who can view your content, including your photos and URL, as described in the Privacy Policy. Instead your content, including but not limited to your pictures and URL, will be displayed publicly, will be viewable worldwide and hence can be published, distributed, edited, sent, presented, used, stored, displayed, reproduced, modified, derivative works created, performed and copied from other users as well.
2. Some of the website may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that *Pic a Second* may place such advertising and promotions on the website (e.g. next to your content). The manner, mode

and extent of such advertising and promotions are subject to change without specific notice to you.

3. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.
4. You represent and warrant that: (i) you own the content posted by you on or through the website or otherwise have the right to grant the rights and licenses set forth in these Terms and Conditions; (ii) the posting and use of your content on or through the website does not violate, misappropriate or infringe on the rights of any third party, including but not restricted to, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of content you post on or through the website; and (iv) you have the legal right and capacity to enter into these Terms and Conditions in your jurisdiction.
5. The website contains content owned or licensed by *Pic a Second*. *Pic a Second* content is protected by copyright, registered trademark and other laws, and, as between you and *Pic a Second*, *Pic a Second* owns and retains all rights in the *Pic a Second* content and the website. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the *Pic a Second* content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the *Pic a Second* content.
6. The *Pic a Second* name and logo are trademarks of *Pic a Second*, and may not be copied, imitated or used, in whole or in part, without the prior written permission of *Pic a Second*. In addition, all page headers, custom graphics, button icons and scripts may not be copied, imitated or used, in whole or in part, without prior written permission from *Pic a Second*.
7. Although it is *Pic a Second's* intention for the website to be available as much as possible, there will be occasions when the website may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. You acknowledge and agree that *Pic a Second* is not liable for any of these interruptions. Also, *Pic a Second* reserves the right to remove any content from the website for any reason, without prior notice. Content removed from the website may continue to be stored by *Pic a Second*, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, *Pic a Second* encourages you to maintain your own backup of your content. In other words, *Pic a Second* is not a backup service and you agree that you will not rely on the website for the purposes of content backup or storage. *Pic a Second* will not be liable to you for any modification, suspension, or discontinuation of the websites, or the loss of any content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of content or other information may not be secure.
8. You agree that *Pic a Second* is not responsible for, and does not endorse, content uploaded within the website. *Pic a Second* does not have any obligation to prescreen, monitor, edit, or remove any content. If your content violates these Terms and Conditions, you may bear legal responsibility for that content.
9. Except as otherwise described in the website's Privacy Policy, available at <http://picasecond.com/privacy-policy>, as between you and *Pic a Second*, any content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of content. You acknowledge and agree that your relationship with *Pic a Second* is not a

confidential, fiduciary, or other type of special relationship, and that your decision to submit any content does not place *Pic a Second* in a position that is any different from the position held by members of the general public, including with regard to your content. None of your content will be subject to any obligation of confidence on the part of *Pic a Second*, and *Pic a Second* will not be liable for any use or disclosure of any content you provide.

10. It is *Pic a Second's* policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, *Pic a Second* does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that *Pic a Second* is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

11. Withdrawal:

a. Right of withdrawal:

If you are a private consumer in the European Union you have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you purchase your seconds. After this period you cannot withdraw from the contract and you will not get any refund. To exercise the right of withdrawal, you must inform us

*Pic a Second*  
Schopenhauerstr. 22/5  
1180 Wien  
Austria

Email: [office@picasecond.com](mailto:office@picasecond.com)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

b. Effects of withdrawal:

If you withdraw from this contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. If possible and not unduly burdensome we will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In the event that the payment method of the original transaction for the repayment is not available, the repayment will be made by bank transfer to a bank account you specify. Your uploaded content will be deleted permanently, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will reimburse the amount paid by you minus any payment fees (e.g. credit card

disagio, interchange fee, payment service provider fee) occurred during your payment and/or the repayment.

- c. Model withdrawal form (for download: [www.picasecond.com/withdrawal\\_form.pdf](http://www.picasecond.com/withdrawal_form.pdf)). Complete and return this form only if you wish to withdraw from the contract to:

*Pic a Second*  
Schopenhauerstr. 22/5  
1180 Wien  
Austria

Email: [office@picasecond.com](mailto:office@picasecond.com)

## **Disclaimer of Warranties**

The service, including, without limitation, *Pic a Second* content, is provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, neither *Pic a Second* nor any of their employees, owners, managers, officers or agents (collectively, the "*Pic a Second* parties") make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to: (i) the website or its services; (ii) the *Pic a Second* content; (iii) user content; or (iv) security associated with the transmission of information to *Pic a Second* or via the website. In addition, the *Pic a Second* parties hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.

The *Pic a Second* parties do not represent or warrant that the website or its services will be error-free or uninterrupted; that defects will be corrected; or that the website or its services or the server that makes the website or its services available is free from any harmful components, including, without limitation, viruses. The *Pic a Second* parties do not make any representations or warranties that the information (including any instructions) on the service is accurate, complete, or useful. You acknowledge that your use of the website or its services is at your sole risk. The *Pic a Second* parties do not warrant that your use of the website or its services is lawful in any particular jurisdiction, and the *Pic a Second* parties specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction's law is applicable to you and these Terms and Conditions.

By accessing or using the website and its services you represent and warrant that your activities are lawful in every jurisdiction where you access or use the website and its services.

The *Pic a Second* parties do not endorse content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any content.

## **Limitation of Liability; Waiver**

Under no circumstances will the *Pic a Second* parties be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to: (i) the website or its services; (ii) the *Pic a Second* content; (iii) user content; (iv) your use of, inability to use, or the performance of the website or its services; (v) any action taken in connection with an investigation by the *Pic a Second* parties or law enforcement authorities regarding your or any other party's use of the website or its services; (vi) any action taken in connection with copyright or other intellectual property owners; (vii) any errors or omissions in the website's or its services' operation; or (viii) any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the *Pic a Second* parties have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the website or its services). In no event will the *Pic a Second* parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event will the *Pic a Second* parties total liability to you for all damages, losses or causes of action exceed one hundred euro (EUR 100.00).

You agree that in the event you incur any damages, losses or injuries that arise out of *Pic a Second's* acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any web site, service, property, product or other content owned or controlled by the *Pic a Second* parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by the *Pic a Second* parties.

By accessing the website or its services, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected.

*Pic a second* is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, owners, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

## **Indemnification**

You (and also any third party for whom you operate on the website or its services) agree to defend (at *Pic a Second's* request), indemnify and hold the *Pic a Second* parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the website or its services or those conducted on your behalf):



(i) your content, your registration or your access to or use of the website and its services; (ii) your breach or alleged breach of these Terms and Conditions; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by *Pic a Second* in the defense of any claim. *Pic a Second* reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of *Pic a Second*.

## **Arbitration**

Except if you opt-out or for disputes relating to: (i) your or *Pic a Second*'s intellectual property (such as trademarks, trade dress, domain names, trade secrets and copyrights) or (ii) violations of provisions 17 or 18 of the Basic Terms you agree that all disputes between you and *Pic a Second* (whether or not such dispute involves a third party) with regard to your relationship with *Pic a Second*, including without limitation disputes related to these Terms and Conditions and the Privacy Policy of *Pic a Second*, your visit or use of the website or its services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the Vienna International Arbitral Center's (VIAC) rules for arbitration of consumer and non consumer-related disputes in the language German. As an alternative, you may bring your claim to a Viennese local "small claims" court (see Governing Law & Venue), if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor *Pic a Second* will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's content, if *Pic a Second* is a party to the proceeding. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms and Conditions.

You may opt out of this agreement to arbitrate. If you do so, neither you nor *Pic a Second* can require the other to participate in an arbitration proceeding. To opt out, you must notify *Pic a Second* in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

*Pic a Second*; Schopenhauerstrasse 22/5; A-1180 Wien; AUSTRIA

You must include your name and residence address, the email address you used for *Pic a Second*, and a clear statement that you want to opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with *Pic a Second*.

## **Time Limitation on Claims**

You agree that any claim you may have arising out of or related to your relationship with *Pic a Second* must be filed within reasonable time, but at the latest one year after such claim arose; otherwise, your claim is permanently barred.

## **Governing Law & Venue**

These Terms and Conditions are governed by and construed in accordance with the laws of Austria, without giving effect to any principles of conflicts of law and will specifically not be governed by the United Nations conventions on contracts for the international sale of goods, if otherwise applicable. For any action at law or in equity relating to the arbitration provision of these Terms and Conditions, the excluded disputes or if you opt out of the agreement to arbitrate, you agree to resolve any dispute you have with *Pic a Second* exclusively in a state, federal or municipal court located in Vienna, Austria, and to submit to the personal jurisdiction of the courts located in Vienna, Austria for the purpose of litigating all such disputes.

If any provision of these Terms and Conditions is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining provisions. *Pic a Second's* failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. *Pic a Second* reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with *Pic a Second*.

## **Entire Agreement**

If you are using the website or its services on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms and Conditions constitute the entire agreement between you and *Pic a Second* and govern your use of the website or its services, superseding any prior agreements between you and *Pic a Second*. You will not assign the Terms and Conditions or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of *Pic a Second*. Any purported assignment or delegation by you without the appropriate prior written consent of *Pic a Second* will be null and void. *Pic a Second* may assign these Terms and Conditions or any rights hereunder without your consent. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms and Conditions remain in full force and effect. Neither the course of conduct between the parties nor

trade practice will act to modify the Terms and Conditions. These Terms and Conditions do not confer any third-party beneficiary rights.

## **Territorial Restrictions**

The information provided within the website or its services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject *Pic a Second* to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the website or its services or any portion of the website or its services, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that *Pic a Second* provides.

The effective date of these Terms and Conditions in version 1.0 is December 01, 2015. These Terms and Conditions were written in English. To the extent any translated version of these Terms and Conditions conflicts with the English version, the English version controls.