



Terms & conditions

Welcome to Prophotoseeker. By accessing or using Prophotoseeker, you signify that you have read, understand and agree to be bound by these Terms & conditions. We reserve the right, at our sole discretion, to change, modify, add or delete portions of these Terms & conditions at any time and without further notice. It is your responsibility to regularly check this page to determine if there have been changes to these Terms & conditions and to review such changes.

Please read these terms & conditions carefully as they contain important information regarding your legal rights, remedies and obligations, including but not limited to limitations and exclusions, and a dispute resolution clause that governs how disputes will be resolved.

Definitions

The term "Website" refers to www.prophotoseeker.com.au and/or any associated applications or tools.

The term "Member" refers to those visitors who pay a fee to subscribe to this Website in order to offer products or services to visitors.

The term "Member Services" refers to the products and/or services offered by Members via listings on Prophotoseeker.

The term "Prophotoseeker Services" refers to the subscription services offered by Prophotoseeker to Members.

The term "Billing Period" will from here on refer to time period identified in each Member's subscription plan as billing period.



Prophotoseeker is a Neutral Venue

Prophotoseeker is a neutral venue where Members can promote and list their products and services to the public. Prophotoseeker does not provide any of the products or services offered by Members. Moreover, Prophotoseeker does not endorse the products or services offered by Members nor do we guarantee the quality of their goods or services. Any transaction you enter into with a Member is solely between you and the Member. Prophotoseeker is not responsible or liable for any dealings or transactions between users of the Website and Members.

Prophotoseeker is not a party to any such transaction and we will not be a party to any dispute arising out of or related to such transaction.

Account Membership

Subscription Terms / Billing / Renewal / Termination

Subject to the terms and conditions as set forth in this Agreement, Prophotoseeker may provide Members with Prophotoseeker Services described on the Prophotoseeker website.

In order to use the Prophotoseeker Services, you will need to first create and register an account which will subscribe you to the Prophotoseeker Services. If you choose to register an account, you agree to maintain the security of your password and identification and to be fully responsible for all use of your account and for any actions that take place through your account. By registering an account, you also acknowledge and agree to Prophotoseeker's Privacy Policy.

Upon termination or expiration of your account, Prophotoseeker has no obligation to provide you with a copy of your Photographer Content and may delete your Photographer Content from our servers.

Each Member agrees that Prophotoseeker may terminate each Member's account and/or access to and use of the Prophotoseeker Services for violation of this Agreement and that determination of any such violation shall be made at Prophotoseeker's sole discretion. Prophotoseeker reserves the right to modify, discontinue, temporarily or permanently, the Prophotoseeker Services (or any part thereof) with or without notice. Prophotoseeker shall not be liable to you or to any third party for modifications, price change, suspension, or discontinuance of the Prophotoseeker Services (or any part thereof).



Prophotoseeker is Not Available to Minors

Prophotoseeker is not available to persons under 18 years of age. By accepting these Terms & conditions, you confirm that you are of legal age to form a binding contract with Prophotoseeker, or an emancipated minor, or have parental or legal guardian consent and are fully able and competent to enter into, and comply with, these Terms & conditions. In any case, you confirm that you are over the age of 13, and acknowledge that Prophotoseeker is not intended for children under 13 years of age. You may not use Prophotoseeker and may not accept the Terms & conditions if you by law are barred from using Prophotoseeker or accepting the Terms & conditions.

You Are Responsible for Your Content

You are solely responsible for the content that you provide, including but not limited to photos, profiles information, messages, search results edits, and other content that you upload, publish or display (hereinafter, “submit”) on or through Prophotoseeker, or transmit to or share with other users. We reserve the right to review and retain any and all information submitted by you through the Website, including but not limited to User Generated Content (as hereinafter defined) and personal messages sent through the Website. You may not submit content to Prophotoseeker that you did not create or that you do not have permission to submit. You also represent and warrant that you own or have the necessary licenses, rights, releases, consents, and permissions to permit Prophotoseeker to copy, store, publish, display, distribute and otherwise exploit your content. Prophotoseeker is not and shall not function as an archive. We have no liability to you or any other person for loss, damage or destruction to your content.

Content Rights

Photographer Content

Members retain their full rights to any content they upload to this Website, including, but not limited to, photographs, videos and digital products, biographies, and business information (the “Photographer Content”) and Prophotoseeker shall not acquire any rights to the Photographer Content except as expressly granted herein.



By delivering or transmitting Photographer Content to Prophotoseeker, Members grant Prophotoseeker a nonexclusive right to use, reproduce, alter the resolution of, transmit, publicly display, distribute, and make available Photographer Content as Prophotoseeker deems appropriate for purpose of providing the Photographer Services or to promote, directly or indirectly, Member Services and/or Prophotoseeker, including without limitation, the right to post Photographer Content in online and offline advertisements and on Social Media websites and applications (e.g., Facebook, Pinterest, Twitter, Google+, etc.).

Further, each Member understands and agrees that Prophotoseeker may (but is not obligated to) keep archives of Photographer Content for the purpose of maintaining business records of Prophotoseeker and preserving evidence of its Website activity.

User Generated Content

Except with respect to Photographer Content described above, visitors grant to Prophotoseeker a royalty-free, perpetual license to use all rights, including copyright, in content that they upload to the Website (“User Generated Content”), such as comments, reviews or recommendations about this Website or about Member Services. Prophotoseeker reserves the right to amend, redact and/or delete User Generated Content for any reason.

Other Content

All other content on this Website, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, digital downloads, data compilations, and software, as well as any compilation consisting of the selection, organization, or arrangement of content on this Website, is the property of Prophotoseeker or its licensors or suppliers.

Prohibited Material and Activities

Prophotoseeker reserves the right to refuse material and activities or to remove any material and activities from the Website in its sole discretion. All material of any kind that we deem pornographic in our judgment is prohibited from this Website.

Prophotoseeker may, in its discretion, but is not obligated to, allow images that contain nudity if they exhibit artistic or other social value and are not pornographic. The term “material” shall include both Photographer Content and User Generated Content as defined above.



Furthermore, you agree that you shall not (1) transmit or post to Prophotoseeker or the Website any material or conduct any activity with respect to the Website that in any manner violates any law, regulation, or treaty, or infringes on the rights of any third party; (2) transmit or post any material or activity that is defamatory, fraudulent, or obscene, or that may harass or abuse others; (3) transmit or post any materials or comments that can be harmful to the security or integrity of the Website or any of its users, including but not limited to materials such as viruses, software programs, or worms; (4) access any account that does not belong to you without the authorization of the owner of the account; (5) misuse, transfer, sell, or otherwise disclose private information provided to you by other subscribers or visitors; (6) interfere with other visitors' use and enjoyment of the Services or the Website; (7) modify, adapt, or hack Prophotoseeker or the Website or modify any other website so as to falsely imply or make it appear that the website is associated with you; (8) spam other Prophotoseeker users or burden them with unwanted communications; or (9) post any materially false or misleading information to the Website or otherwise communicate it to Prophotoseeker users, including but not limited to any false or misleading advertising or coupons.

You agree that Prophotoseeker does not bear the responsibility for policing or determining the legal propriety of any material contributed by others or activity conducted by others on the Website. Prophotoseeker reserves the right to prohibit access of any visitor in its discretion.

Claims of Infringement

Prophotoseeker makes no representations or warranties as to the accuracy, correctness or reliability of the content posted on this Website or with respect to the Member Services. Prophotoseeker cannot ensure that all persons depicted in the photographs and trademark owners have consented to the display of their image or trademark on this Website. If your photograph or trademark appears on this Website without your consent and you wish to have it removed, please contact Prophotoseeker and provide the URL to the photograph in question. Please state the reason why you would like it removed and Prophotoseeker will make a reasonable effort to resolve the issue with the Member.

Please send this information to Prophotoseeker by using the Contact Us form.



Prophotoseeker is not in a position to determine copyright status of any content uploaded to its site, which may depend upon many facts that are unknown to Prophotoseeker. If You believe that your copyright rights have been violated by any material or activity on our Website, please contact the [Australian Copyright Council](#).

Prophotoseeker has a policy of terminating the account of any person who has been determined to be a repeat copyright infringer.

Indemnification and Limitation of Prophotoseeker Liability

You agree to indemnify and hold harmless Prophotoseeker, its subsidiaries, affiliates, successors, assigns, directors, officers, agents, employees, service providers, and suppliers (each an “Indemnified Party”) from any costs, losses, judgments, awards, damages and expenses (including reasonable attorney’s fees) related to any action, suit, claim or proceeding made, brought or threatened by a third party against an Indemnified Party arising out of or in connection with (1) your breach or alleged breach of these terms and conditions or violation of any representations or warranties contained in this agreement; (2) any materials that you submit or post on this Website; or (3) your misuse of information provided to you by other visitors.

In no event will Prophotoseeker, its directors, employees, owners, agents, parents or users be liable to you or any third party for any indirect, incidental, consequential, special or punitive damages, including lost profit, goodwill, or other loss, be it tangible or intangible, arising from your use of this service or any content or other materials thereon, even if Prophotoseeker has been advised or was otherwise aware of the possibility of such damage. Notwithstanding anything to the contrary contained herein, Prophotoseeker’s liability to you for any cause whatsoever, and regardless of the form of the action, will be at all times limited to the amount actually paid by you, if any, to use the Prophotoseeker Services, not to exceed one-hundred AUSTRALIAN DOLLARS. You further acknowledge that if you pay no fees to Prophotoseeker to use the Website or Prophotoseeker Services, you are limited to injunctive relief only, and are not entitled to damages from Prophotoseeker regardless of your cause of action.



The website, including any material or activities contained within it or any site-related service, is provided "as is," with all faults, and "as available," with no representations or warranties of any kind. Prophotoseeker disclaims all warranties, either expressed or implied, including, but not limited to, any warranties of title, merchantability, fitness for a particular purpose, noninfringement, accuracy and any warranties regarding the security, reliability, timeliness, accuracy, and performance of the website.

Prophotoseeker does not warrant that the product descriptions or other content on its website are accurate, complete, reliable, current or error-free or that this website, its servers, or email sent from prophotoseeker are free of viruses or other harmful components. You assume all responsibility and risk for, and waive any and all claims and causes of action with respect to your use of this website, site-related services, and hyperlinked websites.

Governing Law, Venue and Jurisdiction

By using Prophotoseeker, you agree and acknowledge that Prophotoseeker is hosted in AUSTRALIA. If you are attempting to access Prophotoseeker from a physical location within the European Union, Asia or any other region with laws or regulations governing personal data collection, use and disclosure that differ from AUSTRALIAN laws, please be advised that through your continued use of Prophotoseeker, you are transferring your personal information to AUSTRALIA and you consent to (a) such transfer, (b) the application of that the laws of AUSTRALIA, without regard to principles of conflict of laws, which will govern these Terms & conditions and any dispute of any sort that might arise between you and Prophotoseeker. You agree not to commence or prosecute any action in connection with your use of these Services.



Other Terms and Conditions

These Terms & conditions, together with policies and guidelines referenced herein, constitute the whole agreement between you and Prophotoseeker regarding the use of Prophotoseeker. If any provision of these Terms & conditions is held invalid, the remainder of these Terms & conditions shall continue to be valid and enforceable in full force and effect. If Prophotoseeker does not exercise or enforce any right, remedy, or provision of these Terms & conditions, this shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms & conditions shall be deemed unlawful by any magistrate of competent jurisdiction, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms & conditions and shall not affect the validity and enforceability of any remaining provisions. To the extent that a translation of these Terms & conditions differ from the English language version, the English language version controls.

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