

Camera Eats First Terms of Use

Last Updated on 8 December 2017.

These terms and conditions (the "Terms") govern your access to and use of the Camera Eats First ("CAE") website and mobile applications that link to or reference these Terms or any website associated with CAE (the "Site"). By accessing or using the Site, you are agreeing to these Terms and concluding a legally binding contract with Vulcan Forge LLC, a Washington entity headquartered in Seattle, WA ("Vulcan"), that provides the CAE app and website. Do not access or use the Site if you are unwilling or unable to be bound by the Terms.

"You" and "your" refer to you, as a user of the Site. A "user" is someone who accesses, browses, crawls, scrapes, or in any way uses the Site. "We," "us," and "our" refers to Vulcan.

"Content" means text, images, photos, audio, video, location data, and all other forms of data or information. "Your Content" means Content that you submit or transmit to, through, or in connection with the Site, such as ratings, reviews, commentary and other information that you publicly display or is displayed in your account profile. "User Content" means Content that users submit or transmit to, through, or in connection with the Site. "CAE Content" means Content that we create and make available in connection with the Site. "Third Party Content" means Content that originates from parties other than CAE or its users, which is made available in connection with the Site. "Site Content" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third Party Content, and CAE Content.

1. Using the Site

Access and Account

To access or use the Site, you must be 18 years or older and have the appropriate power and authority to agree to these Terms. You may not access or use the Site if we have previously banned you from the Site or closed your account. The Site may be modified, changed, temporarily inoperable, suspended or discontinued at any time without notice or liability.

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Site. You are responsible for protecting your account password and you are responsible for all activities that occur in connection with your account. You must notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason, with or without notice to you.

By creating an account, you agree to receive various communications in connection with the Site. You may opt-out of certain communications by sending an email to with the subject line 'Unsubscribe' to hello@cameraeatsfirst.io.

Your account is for your personal, non-commercial use only. In creating it, you shall provide complete and accurate information about yourself, and you may not impersonate someone else or use someone else's identity. You shall not create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts.

Use

You may use the Site for your personal, non-commercial purposes and subject to the restrictions in these Terms. Your use of the Site is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

Privacy

You represent and warrant that you have read and understood our Privacy Policy cameraeatsfirst.io/terms. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use or access the Site from outside of the United States, you consent to having your personal data transferred to and processed in the United States.

2. Content

You are solely responsible for Your Content, and once published, you may not be able to remove it. You assume all risks associated with Your Content, including anyone else's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that personally identifies you. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Vulcan or CAE.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

User Content (including any that may have been created by users employed or contracted by Vulcan or CAE) does not necessarily reflect the opinion of CAE or Vulcan. We reserve the right to remove, screen, edit, or reinstate User Content (including Your Content) from time to time at our sole discretion for any reason or no reason, and without notice to you. For example, we may remove a review if we believe it violates our Content Guidelines. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

Use of Your Content

We may use Your Content in various ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same ("Other Media"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, paid-up, assignable, sublicensable and transferable rights to make, use, sell, have made, have sold, import, have imported, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, transmit through any medium known or unknown, and prepare derivative works of Your Content for any purpose. You also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Further, you irrevocably waive, and cause to be waived, against Vulcan, CAE and its users any claims and assertions of moral rights or attribution with respect to Your Content.

Ownership

With respect to you, CAE and Vulcan, you own Your Content. We own (including, but not limited to, all worldwide rights under copyright, trade dress, patent, trademark laws and other applicable intellectual and proprietary rights and laws) the CAE Content, including but not limited to visual interfaces, interactive features, graphics, designs, compilations and combinations (including, but not limited to, any combination or compilation of User Content and other Site Content), computer code, products, software, any and all aggregated ratings and reviews, and all other elements and components of the Site except for Your Content, User Content and Third Party Content. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the CAE Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the CAE Content are retained by us.

You represent and warrant that You have full rights and authority to submit Content to the Site either via ownership or written permission from the owner of the Content. CAE and Vulcan may, in response to a request, complaint, legal requirement or other inquiry, or for any reason as determined in CAE's or Vulcan's sole and absolute discretion, remove any Content. For example, if You submit a photo owned by someone else without their permission, or misuse the trademark of a third-party, Vulcan or CAE may remove that photo or the misused trademark.

Advertising

CAE, Vulcan and its licensees may publicly display advertisements and other information adjacent to, near-by, in association with or included with Your Content. You are not entitled to any compensation or remuneration for such advertisements. The style, manner, mode and extent of such advertising are subject to change without notice to you.

Feeds

We may make some of the Site Content ("Feed Content") available via Real Simple Syndication, Atom or other feed technologies ("Feeds"). You may access and use the Feeds in order to display Feed Content on your personal computer, website, or blog ("Your Site"), provided that (i) your use of the Feeds is for personal, non-commercial purposes only, (ii) your display of the Feed Content links back to the relevant pages on CAE's websites, and attributes CAE as the source of the Feed Content, (iii) your use or display of the Feed Content does not suggest that CAE or Vulcan promotes or endorses any third party causes, ideas, websites, products or services, including Your Site, (iv) you do not redistribute the Feed Content, and (v) your use of the Feeds does not overburden CAE's systems. Vulcan reserves all rights in the Feed Content and may terminate the Feeds at any time.

3. Responsibilities

We may choose to enforce these Terms at our sole, arbitrary discretion against you or other users and reserve the right to investigate and take appropriate action at our sole discretion.

You represent and warrant that you have read and understood our Content Guidelines, and will follow them.

You shall not (and shall not encourage, assist or enable others) to use the Site to:

- Violate the Content Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or giving or receiving compensation or payment to write or remove a review;
- Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Threaten, stalk, harm, or harass others, or promote hate speech or discrimination;
- Use the Site for commercial purposes, except as expressly permitted by CAE or Vulcan;
- Spam users (including any bulk emails, surveys, or other mass messaging of any kind)
- Attempt to manipulate the Site's search results or the results of any third party website;
- Solicit personal information from minors
- Submit or transmit pornography of any kind;

- Violate the Terms and/or any applicable law;
- Except for Your Content, modify, adapt, reuse, reproduce, distribute, translate, create derivative works of, publicly display, sell, trade, or in any way exploit the Site or Site Content, except as expressly authorized by CAE or Vulcan;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
- Reverse engineer any portion of the Site;
- Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
- Record, process, or mine information about other users;
- Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of reviews;
- Reformat or frame any portion of the Site;
- Take any action that imposes, or could impose, in our sole discretion, an unreasonable or disproportionate load on the Site or otherwise make excessive traffic demands of the Site;
- Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, phishing, social engineering or any other means;
- Use the Site or any Site Content to transmit any computer viruses, worms, exploits, Trojan horses or other items of a destructive, illegal or nefarious nature;
- Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site (e.g. a denial of service attack);
- Use the Site to violate the security of any computer network, crack passwords or encryption; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content;
OR
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

Vulcan or CAE may remove, at their sole and absolute discretion and without notice to You, any Content that violates these Terms in anyway, is inappropriate, appears to represent a conflict of interest or fraudulent, is irrelevant, appears to invade the privacy of another, appears to be paid for by a third-party or as the result of compensation or is promotional in nature.

To the extent applicable law forbids the application of one or more of these restrictions to You, only those particular restrictions do not apply to You. However, You agree to follow these restrictions, even if applicable law would allow You to ignore one or more of these restrictions, until You have provided at least 60 days prior written notice to CAE that you intend to make use of such applicable

law, along with any information that we may reasonably request, in order to give CAE an opportunity to, at our sole and absolute discretion, accommodate you.

4. Changes to the Terms of Service

We may modify the Terms from time to time. The most current version of these Terms will be located here. You understand and agree that your access to or use of the Site is governed by the Terms effective at the time of your access to or use of the Site. If we make material changes to these Terms, we may notify you by email or by posting a notice on the Site prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Site after the effective date of modifications to the Terms indicates your acceptance of the modifications.

5. Suggestions and Improvements

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to make, use, sell, import, have made, have sold, have imported, modify, prepare derivative works of, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against CAE, Vulcan and its users any claims and assertions of any moral rights contained in such Feedback.

6. Third Parties

The Site may include links to other websites or applications (each, a "Third Party Site"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk. Some of the services made available through the Site may be subject to additional third party or open source licensing terms and disclosures, including the ones posted here and incorporated herein by reference.

7. Indemnity

You agree to indemnify, defend, and hold CAE and Vulcan, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "Indemnified Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Site, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with the Site, or (iv) the infringement by you, or

any third party using your account, of any intellectual property or other right of any person or entity. CAE and Vulcan reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of CAE or Vulcan. CAE or Vulcan will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. Disclaimers and Limitations of Liability

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE INDEMNIFIED ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- A. THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE INDEMNIFIED ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE INDEMNIFIED ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE INDEMNIFIED ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE CONTENT OF THE SITE OR OTHER INFORMATION MADE AVAILABLE THROUGH THE SITE.
- B. THE INDEMNIFIED ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY ON THE SITE OR THE SITE'S USERS. ACCORDINGLY, THE INDEMNIFIED ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES ASSOCIATED WITH THIRD PARTIES ON THE SITE IS AT YOUR OWN DISCRETION AND RISK.
- C. THE INDEMNIFIED ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE INDEMNIFIED ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

- D. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED ACTIVITIES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.
- E. THE INDEMNIFIED ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE INDEMNIFIED ENTITIES IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) US\$100.
- F. THE INDEMNIFIED ENTITIES DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

9. Choice of Law and Venue

Washington law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and CAE or Vulcan (a "Claim"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU IRREVOCABLY SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER SEATTLE, WA.

10. Termination

You may terminate the Terms at any time by closing your account and discontinuing your use of the Site.

We may close your account, suspend your ability to use certain portions of the Site, and/or ban you altogether from the Site for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information.

In the event of any termination of these Terms, whether by you or us, Sections 1 (Privacy only), 2, and 5-11 will continue in full force and effect, including our right to use Your Content.

11. General Terms

We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability. Except as expressly stated herein to the contrary, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Site.

The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms. Any failure on CAE's or Vulcan's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with CAE's or Vulcan's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall be null and void *ab initio*. The section titles in the Terms are for convenience only and have no legal or contractual effect.