

— CANADA —



By visiting any of our sites and apps that link to these Terms, you are signifying your assent to the following Terms and our Privacy Policy which is referenced below.

TERMS:

- You agree not to impersonate any person or entity or use any fraudulent, misleading, or inaccurate email address or other contact information.
- You agree not to transmit any files or other materials that contain any viruses, worms, trojan horses, defects, or other destructive items.
- You agree not to upload photos for yearbooks other than your own school's yearbook.
- You agree to not, in the use of the app, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You agree not to upload to, transmit through, or display on any of our sites and apps
 - (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or oth erwise objectionable, or infringes our or any third party's intellectual property or other rights.
 - (b) any confidential, proprietary or trade secret information of any third party; or
- You acknowledge that we report any unlawful, fraudulent, threatening, abusive, libelous, defamatory, or obscene material to the proper authorities.
- You acknowledge to be solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit.
- International users agree to comply with all local laws regarding online conduct and acceptable content.
- You agreed not to upload photographs of people who have not given permission for their photographs to be uploaded for use in your school's yearbook.
- You agree not attempt to circumvent any security measures of the app.

Proprietary Rights in Content

We do NOT claim any ownership rights in the text, files, images, photos, works of authorship, or any other materials (collectively, "Content") that you submit through the app. By submitting any Content through the app, you hereby grant a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such Content to the school you have selected.

You represent and warrant that:

- (i) you own the Content submitted by you or otherwise have the right to grant the license set forth in this section,
- (ii) the posting and use of your Content on or through the app does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person, and
- (iii) the posting of your Content does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of Content you post through the app.

Privacy

This app does not automatically collect or use any personal or identifying information on you or your device including but not limited to your phone number or location. Uploaded photos may contain the location and date the photo was taken. It is your responsibility to respect the privacy of anyone portrayed in any photos you may submit through the app for inclusion in the yearbook.

Submission of your email address with a photo is voluntary. Your email address will not be used for any purpose except to allow yearbook organizers contact you to: 1) clarify details of the photo, or 2) to request additional related photos.