

The Photographer's Foundation Limited

Terms of service

This document contains the provisions which determine the rights and responsibilities of you, the service user and The Photographer's Foundation Limited, the service provider.

Permission to use the site

DPrevived.com ("the Site") is a Web site owned and operated by The Photographer's Foundation Limited ("the Foundation"), a company incorporated in England and limited by guarantee. The Foundation grants permission to you to use this site subject to your acceptance of these terms. By accessing, registering a username, logging-in or posting content on the site you give your acceptance of these terms.

Conditions of use

Your permission to use the Site and its facilities is subject to these conditions:

Your usage must comply with the standards of acceptable use and content explained below.

If the Foundation directly contacts you to say that its permission to use the Site has been withdrawn you must cease all usage. The Foundation reserves the right to withdraw permission to use the Site for any reason without explanation.

You must be of age and standing to enter into a legal agreement under the laws of England.

Acceptable use

You must not engage in any activity on the Site which is contrary to the federal laws of the United States of America or the laws of the European Union or the United Kingdom of Great Britain and Northern Ireland.

You must not use or attempt to use another person's account without their express permission, nor must you impersonate other people when using the forum.

You may not upload any material to the Site in breach of the owner's copyright, nor remove any marks showing proprietary ownership from any uploaded materials.

You may not link or show any part of the site containing members' copyright materials to other websites in a manner that causes those materials to be separated from the context of The Site without the members' express permission in writing.

You may not use automated means to access the Site for the purpose of 'web crawling' or copying material on the site unless it is for the purposes of a publicly available search engine or similar resource.

You may not falsely claim or imply affiliation with or endorsement by the Foundation or the Site.

You may not circumvent, disable or avoid any security or access restrictions of the Site.

You may not conduct trade in usernames or other unique identifiers on the Site.

You may not use the Site for advertising, chain letters or other solicitations, nor to gather personal data for these purposes.

You may not encourage or aid anyone else to violate these terms.

Content standards

You may not post or upload any material which is illegal in the jurisdictions of the federal United States of America, the European Union or the United Kingdom of Great Britain and Northern Ireland.

You may not post or upload content which is liable to cause harm or distress to other people. This includes (but is not limited to) personal abuse and offensive discourse, targeting a group or an individual based on inherent characteristics (such as race, religion or gender) and anything that might threaten social peace.

You may not post or upload material containing malicious computer programs or codes intended to activate such programs or that provides them with data.

You may not use the Site to disclose information that you do not have the right to disclose.

Your content

Nothing in these terms gives the Foundation any ownership rights in any images or other intellectual property that you upload or share using the Site. This includes your account information, posts, images or other content that you submit to the Site. Likewise, nothing in these terms gives you rights over the Foundation's intellectual property.

Between yourself and the Foundation, you are solely responsible for any content that you upload or post to the Site. You agree that you will not falsely imply that content that you upload or post is in any way approved by the Foundation or sponsored by it. You agree that the Foundation has no obligation to store, maintain, or provide copies of material that you submit, nor to modify it in order that it complies with these terms.

Ownership of content uploaded or posted by you remains with you. You decide on the permissions that you grant to other users with respect to it. But at a minimum you licence the Foundation to use it in a manner necessary for the running of the Site. This licence includes the right for the Foundation to copy, publish and analyse any and all content that you submit to the Site and to modify the content in order that it be compatible with the operation of the site, these conditions and any other policies which may be adopted by the Foundation.

Your responsibilities

You agree to indemnify the Foundation from any legal claims by others that may be a consequence of any breach by you of these terms, or by such breach of others using your account with your permission. Both you and the Foundation agree to notify the other of any legal claims to which the above applies as soon as possible. If either party fails to notify the other promptly the other party will not have to indemnify the first party for damages that could have been defended against had prompt notice been given. You agree that the Foundation will control investigation, defence and legal claims for which you would have to indemnify the Foundation, and to co-operate with those efforts. The Foundation agrees not to agree to any settlement that admits fault for you or imposes obligations on you without your prior agreement.

Your account

You must create and log on to a personal account in order to use some of the facilities of the Site.

To create such an account, you must provide sufficient information about yourself to allow the Foundation to protect the site against impersonation, 'bot' accounts and other malicious use. As a minimum, if you create an account you agree to provide a valid e-mail address, which you will regularly monitor. You agree that you will keep that email address up to date.

Disclaimer

You accept all risk of using the site and the content thereon. As far as the law allows, the Foundation, its associates and members provide the Site as is, without any warranty whatsoever.

In the case that the site hyperlinks and integrates services not controlled by the Foundation it does not make any warranty concerning those services or the content that they provide. Use of such services may be governed by other terms between you and those responsible for the service.

Limits on liability

Neither the Foundation nor its suppliers will be liable for breach of contract damages that their personnel could not reasonably foresee when you agreed to these terms. As far as the law allows the total liability to you for claims that are related to any activity of the Foundation are limited to £50 Sterling.

Enforcement

The Foundation may investigate violations of these terms and prosecute to the fullest legal extent. The Foundation may notify and assist law enforcement authorities in prosecuting violations of the law and these terms.

The Foundation reserves the right to modify, redact, and delete content on the site for any reason.

Changes

The Foundation has adopted these terms and may subsequently update them. All updates will be posted on the Site. Once a notice of updates has been posted you must agree to the new terms in order to continue using the site, and by so doing give your assent to the new terms.

Severability

In the event that any part of this agreement is found to be invalid or unenforceable, only that particular part so found will be inoperative, and not the entire agreement.

Jurisdiction and disputes

This Agreement shall be governed by English law. You and the Foundation agree to seek any legal redress related to these terms only in the courts of England. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 and any amendment thereto or substitution thereof. You agree that arbitration proceedings will be held at the London Court of International Arbitration.