



Our Family Storybook Terms and Conditions

By joining *Our Family Storybook* (OFS), you are joining a community of families and in every community there is a need for certain rules and guidelines. We suggest that you familiarize yourself with them now and return to them if and when you have questions. We have tried to make them as simple and straight forward as possible

Acceptance of these terms and conditions are required and are legally binding for us as well as you

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1. Overview

You must review and accept the following terms and conditions (the "Agreement") before accessing our Website. The Agreement defines your rights and responsibilities as a user ("User") of the Website operated by *Our Family Storybook* (the "Website"). Access is governed by these terms and conditions under the laws of the State of Washington and the United States. Registration as a user of or subscriber to the Website results in your information being stored and processed in the United States, and you specifically consent to OFS's storage and processing the personal data you submit. The Website and services provided herein are intended for adults. When a minor uses the Website, the parent or guardian of that minor will be held responsible for the minor's actions

If you don't agree with any of these terms, or if you have any objections to our Privacy Statement you must not use the Website

2. Copyright

Copyright © www.ourfamilystorybook.com effective June 2012.

All aspects of this Website – design, text, graphics, applications, software, underlying source code and all other aspects – are copyright www.ourfamilystorybook.com and its affiliates or content and technology providers

In accessing these web pages, you agree that any downloading of content is for personal, non-commercial reference only. No part of this web site may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior permission of the website Owner.

For rights clearance please contact us at: <mailto:legacy@ourfamilystorybook.com>.

3. Copyright Tips

Take note of any partial restrictions which image owners may have place on the images they provide. For example, some artists and photographers release their images for free use only for non-commercial purposes such as personal blogs or web pages. Always respect the restrictions placed on an images used by the copyright holder

Some images not provided for the general public might be permitted for your use if you simply contact the copyright holder and explain what you would like to use their image for. How widely the image will be seen and whether it is used for commercial purposes are usually factors copyright holders consider when granting permission to use their images.

Never use an image if you are in doubt as to whether or not it is unrestricted for your use. Using others' work, including drawings, illustrations, photographs, fonts, etc, is a violation of the owner's copyright. Copyright abuses can be punished with fines and other legal actions.

Be aware that while some images may have no copyright restrictions or usage restrictions they are still owned by the original creator unless the creator has explicitly released them into the public domain.

Public domain means that the creator of the work, with no strings attached, has given up all rights to the work. It means that you can do anything you want to the work—publish it, put it on a CD-ROM or change it. Public domain does not mean that no one owns a work; it means everybody owns it.

Royalty Free (RF) refers to the right to use copyrighted material or intellectual property without the need to pay royalties for each use or per volume sold, or some predetermined period of use or sales. In terms of photography and illustration, RF refers to a copyright license where the user has a one time right to use the photo with few restrictions

Licenses vary by each site, so it is important to read the License Agreement prior to licensing. The user can therefore use the image in several projects without purchasing additional licenses. RF licenses cannot be given on an exclusive basis.

Since you assume the risk of using images, be sure to read the license terms and conditions yourself or ask a lawyer for help. Contact the photographer or artist with questions or concerns.

Sites that provide free stock image for personal and commercial use are

www.morguefile.com

www.makeuseof.com/dir/allourstock-free-stock-vector

www.sxc.hu

www.copyrightfreephotos.com

www.gallery.hd.org

www.en.wikipedia.org

4. Limited Use License

You may access the OFS Website, use our services, graphics, information, data, editorial and other resources and content only for personal use.

When downloaded, the content of the OFS Website remains subject to the limited use license contained in this Agreement. You may use the software provided on the Website only while online and may not download, copy, reuse or distribute that software, except where it is clearly stated that such software is made available for offline use

OFS and its licensors retain title, ownership and all other rights and interests in and to all information and content on the Website.

Crawlers, bots, spiders, data miners, scraping and any other automatic access tool are expressly prohibited.

Violation of this limited use license may result in immediate termination of your membership and may result in legal action

5. Rules of Conduct

Before using the Website, you agree to comply with all applicable laws and refrain from infringing any third party rights or interests (for example, privacy and intellectual property rights). You must also agree that you will not knowingly or willfully submit inaccurate, defamatory or offensive content to the Website. In addition, the following policies are part of this Agreement and must be followed anytime you access the Website. OFS reserves the right to change these policies from time to time and the changes take effect when we post them on the Website

A. Rules of Conduct and Community Guidelines

1. You must be 18 years old and you must not misrepresent your age to use this site, providing valid and complete information and agreeing to OFS Terms and Conditions as well as our Privacy Statement
2. You may not use offensive, vulgar, pornographic, sexually explicit or threatening language or images. Hateful actions that are motivated by racial, ethnical, gender or sexual orientation are not tolerated or permitted
3. Do not post or upload information of a personal, financial and confidential nature about living relatives, including photos without their written permission.
4. You may not reproduce or sell any contents of OFS for any purpose. You may not attack or purposely interfere, block, infect or try to modify the contents of *Our family Storybook*.
5. These Rules of Conduct are not all inclusive and OFS reserves the right to interpret, at its discretion, what it defines as offensive, abusive, ethical, deceitful or what constitutes illegal activity.

If we believe, in our sole discretion, that you are in breach of this Agreement or are acting inconsistently with the letter or spirit of this Agreement, we may limit, suspend or terminate your access to our Website. In such a case, no portion of your subscription payment will be refunded. Should we decide to suspend your access for any reason other than a breach by you, we will refund to you any unused portion of your subscription payment, which will be your sole and exclusive remedy upon such a suspension

6. User Provided Content

Portions of the Website allow you and other users to contribute material to be displayed on the Website ("User Provided Content"). For User Provided Content, OFS is only hosting and providing access. We cannot accept any liability with regard to such material (including its accuracy). While we cannot preview or monitor the User Provided Content, we may apply, at our discretion, automated filtering tools to monitor and/or delete any content that OFS believes to be in violation of this Agreement (such as the right to use automated tools to suppress obscene content). We reserve the right to act expeditiously to remove or disable access to any User Provided Content that we believe violates this Agreement.

The decision to upload information to the Website is your responsibility and you should only submit content that belongs to you or that will not violate the rights of others. Be aware that content belongs to the creator of that content and you should not reproduce or submit anything without permission of the owner. By submitting material to the Website, you represent that you have the right to do so or that you have obtained any necessary third party

consents (e.g., under privacy or intellectual property laws). Upon the request of OFS you agree to furnish us with any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with this provision.

By submitting User Provided Content to OFS you grant OFS and all of its affiliates, a transferable license to use, host, sublicense and distribute your submission to the extent and in the form or context we deem appropriate on or through any media or medium and with any technology or devices now known or hereafter developed or discovered. You hereby release OFS from any and all claims, liens, demands, actions or suits in connection with the User Provided Content, including, without limitation, any and all liability for any use or nonuse of your User Provided Content, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss. Except for the rights granted in this Agreement, OFS acquires no title or ownership rights in or to any content you submit and nothing in this Agreement conveys any ownership rights in the content you submit to us.

If you submit material to the Website on behalf of a group, organization or business entity, you represent that you have the right to do so and that you have obtained any consents from the group, organization or business. Some User Provided Content can be submitted to OFS and OFS will scan, image and/or create an index from the content you submit. In this situation, you grant OFS a license to the User Provided Content as described above and OFS will own the digital version of documents created by OFS as well as any indexed information that OFS creates.

7. Subscription Terms, Fees and Payments

The different payment options and services offered for the different levels will be published on the Website or at the time a subscription or other service is offered or renewed. The terms and conditions applying to such subscriptions or other services will be incorporated into this Agreement.

Terms for All. You must be 18 years or older to register or subscribe. You must provide OFS with accurate, complete, and up-to-date registration information. Failure to do so will constitute a breach of this Agreement. As part of the registration process, you will select a username and password. You understand that you may not:

1. Select or use a name of another person with the intent to impersonate that person
2. Use the rights of any person without authorization
3. Use a name that we, in our sole discretion, deem inappropriate.

You are responsible for all usage or activity on OFS via your account. To avoid compromise of your privacy, OFS will never require your password or account information. You must notify OFS of any known or suspected unauthorized use(s) of your account. The same applies to any suspected breach of security, including loss, theft, or unauthorized disclosure of your password or billing information. OFS will never sale your private information to a third party.

All subscriptions are automatically renewing with the exception of gift subscriptions. This means that once you become a subscribing member, your subscription will be automatically renewed and your billing choice will be charged based on the subscription program—monthly or annual--you have chosen unless you opt out or cancel by following the instructions in this Agreement. You will be notified via e-mail before your subscription ends and asked to correct any information that has changed and whether you wish to "opt out" of your renewal. The renewal of the subscription takes place subject to the terms in force on the date of renewal.

When other offers, promotions or free trials are made available, the specific terms and conditions that apply to each will be stated at the time of purchase; please ensure you have noted any relevant rules, cancellation dates or price changes when a promotion or free trial ends.

Opting Out of Renewal. You may opt out of renewing your subscription by logging into your account on the Website at least two days before the renewal date by 12 AM West Coast time on the date of the renewal. If you do not let us know that you want to terminate your subscription at least two days prior to the end of the current subscription period the payment for the renewal period of the subscription will be made.

Cancellations and Refunds. For all initial purchases of subscriptions longer than one month, you may cancel during the first 30 days and receive a full refund. If your subscription begins with a free trial, the 30-day refund period begins when the free trial ends. If the cancellation occurs after the first 30 days, you will not receive a refund. For all renewals of subscriptions longer than one month, you may cancel within seven days of the renewal date and receive a full refund. Monthly subscriptions may be cancelled at any time but you will not receive a refund. If you cancel your subscription but are not eligible for a refund, you will retain access to the Website until your subscription expires. Cancellations may be made by logging into your account page on the Website and providing the same information that you provided when you subscribed. Your cancellation must be received by end of business (12 PM West Coast Time) on the appropriate day as described above. All refunds will be given to the original credit card on which the purchase was made. Please allow a reasonable time for the refund to reach you or be charged back to your account. If the credit card or bank information is not on record, OFS will issue a check sent to the last known address. There are no refunds on gift subscriptions.

Prices Subject to Change. Prices may be changed by OFS at any time and each renewal of your subscription will be at the then current membership renewal cost. OFS will provide you with reasonable notice of any change in prices.

8. Communications: Between *Our Family Storybook* and You

We will send electronic mail to you or otherwise notify you for the purpose of informing you of changes or additions to the Website or Service, or of any related products and services. You may opt out of commercial advertising and marketing emails at any time by clicking the unsubscribe link at the end of each such email or by going to your account and changing your email preferences.

9. Modifications to this Agreement

OFS has the right, at its sole discretion, to modify this Agreement at any time. Changes will be posted on the Website and by changing the date of last revision on this Agreement. If any portion of this Agreement or any change to the Website is unacceptable to you or will cause you to no longer be in compliance with the Agreement, you may cancel your subscription by following the instructions in this Agreement. Continued use of the Website now or following posted notices of changes in this Agreement means that you have accepted and are bound by the changes.

10. Liability Disclaimer

No Warranty. We make no express warranties or representations as to the quality and accuracy of the content, Website or Service, and we disclaim any implied warranties or representation to the maximum amount permissible under applicable law. We offer the Website on an "as is basis" and do not accept responsibility for any use of or reliance on the Website, content or service, or for any disruptions to or delay in the service. In addition, we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Website, content or service.

OFS does not guarantee the adequacy of the service or Website or compatibility thereof to your computer equipment and environment and does not warrant that this Website, the service, its servers, or any emails that may be sent from OFS are free of viruses or any other harmful components.

Limitation of Liability; Exclusive Remedy. We limit our liability to the maximum amount permissible under applicable law. In particular, we shall not be liable for any damages that we cause unintentionally and we shall not be liable to you for any actual, incidental, indirect or consequential loss or damage howsoever caused, provided that nothing in this Agreement will be interpreted so as to limit or exclude any liability which may not be excluded or limited by law. If you are dissatisfied with any portion of the Website, or with any clause of these terms, as your sole and exclusive remedy you may discontinue using the Website.

Third Party Services. OFS may, from time to time, provide opportunities to users of the Website to purchase services from third parties. Websites of those third parties are subject to terms and conditions different from those found here and you must read and understand them. OFS makes no warranty concerning, is not responsible for and

does not endorse any third party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third party provider and not from OFS.

11. Disputes

If a dispute arises between you and OFS, we intend to provide you a neutral and cost effective means of quickly resolving the dispute. To facilitate that, you agree to first contact OFS about the problem and seek a resolution. If that does not resolve the issue, then you and OFS agree to the following methods to resolve any dispute or claim between us.

1. You agree that this Agreement is governed by the law of the State of Washington, without regard to its principles on conflicts of laws, and the federal law of the United States of America.

2. You agree that you will seek arbitration consistent with the rules before initiating any litigation. If arbitration cannot resolve the issue, you agree to submit to the personal jurisdiction of the courts located within King County, Washington for the purpose of litigating all such claims or disputes. Any arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (collectively, "AAA Rules"). The AAA Rules and costs are available online at www.adr.org or by calling the AAA at 1-800-778-7879. You and OFS agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

3. Unless both you and OFS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the foregoing, this arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. This arbitration provision shall survive termination of this Agreement.

12. Miscellaneous:

We reserve the right to assign or transfer our rights and obligations under this Agreement. These terms are personal to you and, as a result, you may not without the written consent of OFS assign or transfer any of your rights and obligations under these terms.

You acknowledge and agree that OFS may disclose your information if OFS believes that it is required to do so by law, or that such preservation or disclosure is reasonably necessary to:

1. Comply with legal process or governmental requests
2. Enforce the Agreement
3. Respond to claims that any content violates the rights of third parties
4. Protect the rights, property, or safety of the Website, the users, or the public.

In the event that any term of this Agreement is held to be invalid or unenforceable, the remainder of these terms shall remain valid and enforceable. We can replace any term that is not valid and enforceable with a term of similar meaning, which is valid and enforceable.

Any failure by us to enforce any of the terms of this Agreement shall not affect our right to require performance at any subsequent time, nor shall the waiver by us of any breach by you of any provisions of these terms be taken to be a waiver of the provision or provisions itself.

You agree to indemnify us against all liabilities, claims and expenses that may arise from any breach of this Agreement by you or otherwise as a result of your use of the services or Website.

Official correspondence must be sent via postal mail to:

Our Family Storybook
Attn: Customer Solutions

P.O. Box 2534
Seattle WA 98111-2534

This Agreement, including any terms, conditions and policies expressly referenced herein, shall constitute the complete understanding and agreement between you and us, and shall supersede and cancel any prior or contemporaneous understandings and agreements, except as expressly provided otherwise by *Our Family Storybook*.