

# Hannele Lahti

## TERMS OF SITE USAGE

### YOUR ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use apply to all users of this Site. By using this Site, you are agreeing to comply with and be bound by these Terms of Use with Hannele Lahti Photography ("Site"). If you do not agree to these Terms of Use, you may not access or use this Site.

### YOUR ACCEPTANCE OF OUR PRIVACY POLICY

By agreeing to these Terms of Use, you agree to the terms of our **Privacy Policy**, which is expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy. All information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. In consideration of your use of this Site, you agree that to the extent you provide personal information to the Site it will be true, accurate, current, and complete and that you will update all personal information as necessary. To the extent there are inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use control.

### OWNERSHIP OF THIS SITE AND ITS CONTENT

The Site owns all intellectual property rights in (a) all text, logo, images, headers, trademarks, service marks, design elements, and all other protected elements on the Sites (except those licensed from others); (b) all things otherwise provided to you as a part of the Site's services, and; (c) any other intellectual property rights afforded to the Site, either through state or federal registration or as otherwise available at common law ("Intellectual Property"). Except as stated within, the Site does not grant you any rights to any Intellectual Property that may be available to you generally through the Site. You agree not to make unauthorized use of or otherwise infringe upon the Site's Intellectual Property in any way and understand that it is your responsibility to ensure you refrain from doing so.

### THIRD-PARTY GENERATED CONTENT

The Site contains content generated from third-parties, including but not limited to comments and we do not guarantee the accuracy, integrity, or quality of third-party generated content. The Site does not endorse and is not responsible for statements, advice and opinions made by anyone other than authorized Site spokespersons.

### DISCLAIMERS

**WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF ITS CONTENT (INCLUDING USER-GENERATED CONTENT) ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE, ITS FRANCHISES AND AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THIS SITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SITE, ITS AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THIS SITE; (C) THAT THE CONTENT OF THIS SITE IS ACCURATE, COMPLETE OR CURRENT; OR (D) THAT THIS SITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.**

**WE DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).**

**WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY STATEMENTS, ADVICE OR OPINIONS CONTAINED IN USER-GENERATED CONTENT AND SUCH STATEMENTS, ADVICE AND OPINIONS DO NOT IN ANY WAY REFLECT THE STATEMENTS, ADVICE AND OPINIONS OF THE SITE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR SHAREHOLDERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.**

**APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.**

#### **LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE, ON BEHALF OF OUR DIRECTORS, OFFICERS, FRANCHISEES, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.**

#### **WAIVER**

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

#### **SEVERABILITY**

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

#### **GOVERNING LAW, JURISDICTION AND VENUE**

These Terms of Use and Privacy Policy will be governed under the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use will be adjudicated exclusively in the state or federal court of competent jurisdiction for the City of Manassas. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. Notwithstanding the foregoing, the Site may also bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating. If either party to this agreement brings a legal action against the other party to these Terms to secure the specific performance of the Terms, collect damages for breach of this agreement, or otherwise enforce or interpret these Terms, the prevailing party will recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

#### **INDEMNITY**

You agree to indemnify, defend and hold harmless the Site from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another.

#### **THESE TERMS OF USE MAY CHANGE**

These Terms of Use are current as of the effective date of use. The Site reserves the right to change these Terms of Use from time to time consistent with applicable laws and principles. These changes will be effective as of the date we post the revised version on this Site. Your continued use of this Site after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use. If at any time you choose not to accept these Terms of Use, you should not use this Site.

#### **ENTIRE AGREEMENT**

These Terms of Use (together with our Privacy Policy and any Privacy Notices or click-through agreements applicable to you) contain the entire understanding and agreement between you and the Site with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and the Site with respect to this Site and your use of this Site.

## **DEFINITIONS**

*The term "Content"* refers to all of the software and code comprising or used to operate this Site, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on this Site.

*The terms "Hannele Lahti Photography" "we," "us," and "our"* refer to Hannele Lahti Photography.

*The term "including"* means "including, but not limited to."

The term "Site" refers to any website, application or service owned by Hannele Lahti Photography on which these Terms are posted.

## **QUESTIONS**

**If you have any questions about this Site or these Terms of Site, please contact us using the following information: via email at [hlahti@hannelelahti.com](mailto:hlahti@hannelelahti.com)**