

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 **Kate Silvia Photography, LLC** (“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 anyway and understand that it is your responsibility to ensure you refrain from doing so.

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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 State of **South Carolina** 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 Charleston. 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 t 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 "Kate Silvia Photography, LLC," "we," "us," and "our" refer to **Kate Silvia Photography, LLC**

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

The term "Site" refers to any website, application or service owned by **Kate Silvia 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 katesilviaphoto@gmail.com

PRIVACY POLICY

SCOPE OF THIS POLICY

This Privacy Policy applies to all users of this Site. By using this Site you are agreeing to comply with and be bound by this Privacy Policy with KATE SILVIA PHOTOGRAPHY, LLC (“Kate Silvia Photography, Kate Silvia Photography, LLC, “we” or us”). If you do not agree to this Privacy Policy, you may not access or use this Site.

This online privacy policy (this “Policy”) applies only to information collected through this website on which it is posted. It does not apply to information collected through other channels, such as over the phone or in person.

Some of the information we collect through this Site may be “personal information”—information that identifies you personally, alone or in combination with other information available to us. Other information may be nonpersonally identifiable, such as information collected by cookies.

YOUR CONSENT

By using this Site, you are consenting to the collection, use, disclosure, and transfer of your information as described in this Policy (and any Privacy Notices that apply to you). If you do not consent to the collection, use, disclosure and transfer of your information as described in this Policy (and any Privacy Notices that apply to you), you may not use this Site. If you have questions about this Policy, or any Privacy Notice, please contact us using the information provided below.

OUR TERMS OF USE

This Policy is part of the Terms of Use that govern your use of this Site. A link to our Terms of Use is provided at the bottom of each page of this Site.

YOUR CHOICES

We respect your right to make choices about the ways we collect, use, and disclose your information. This Policy describes some of your choices, such as your choice to opt out of receiving “cookies.” We may ask you to indicate your choices at the time and on the page where you provide your information.

You may change previously expressed preferences regarding how we use your information. If at any time you wish to be taken off our mailing lists, please contact us using the information provided below.

PERSONAL INFORMATION

The Site must collect some information from you (“Identifier Information”) to allow you to use and access services, products and materials. Identifier information is information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, or an online identifier.

Types of Information

- Identifying information such as your name, addresses, telephone numbers or email addresses when you register for an account with us
- Financial information (such as credit card or bank account numbers) in connection with a transaction
- Postage, billing and other information used to purchase an item
- Additional information we are required or authorized by applicable national laws to collect and process in order to authenticate or identify you or to verify the information we have collected
- Computer and connection information such as statistics on your page views, traffic to and from the sites, referral URL, ad data, your IP address, your browsing history, and your web log information

What do we use it for?

Generally, we use the information we collect through this Site:

- to provide the information, products and services you request;
- to provide you with effective customer service;
- to provide you with a personalized experience when you use this Site;
- to contact you with information and notices related to your use of this Site;
- to contact you with special offers and other information we believe will be of interest to you (in accordance with any privacy preferences you have expressed to us);
- to invite you to participate in surveys and provide feedback to us (in accordance with any privacy preferences you have expressed to us);

- to improve the content, functionality and usability of this Site;
- to better understand your needs and interests;
- to improve our products and services;
- to improve our marketing and promotional efforts;
- for security, credit or fraud prevention purposes; and
- for any other purpose identified in an applicable Privacy Notice, click-through agreement or other agreement between you and us.
- for good faith compliance with the law, a court order or a subpoena.

How long is information retained?

We generally retain your information only as long as reasonably necessary to provide you the Services or to comply with applicable law.

How is information collected?

- *Information You Manually Provide.* The Site collects the information you manually provide (using your keyboard, mouse, or touchpad) when you use this Site, for example, we collect the information you provide when you request service, send us questions, or otherwise interact with this Site. Some of the information you manually provide may be personal information, such as your name and contact information.
- *Information from your browser or device.* The Site collects information that is sent to us automatically by your web browser or mobile device. This information typically includes your IP address, the name of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. The information we receive may depend on your browser or device settings. The information we receive from your web browser and device typically is not, in and of itself, personally identifiable. However, we may combine it with other information in an attempt to identify you or we may combine it with information that does identify you.
- *Information Collected by Cookies and Other Technologies.* We use “cookies” and other technologies to collect information and support certain features of this Site.
 - Cookies (a) Collect data about the way you interact with our Site (e.g., when you use certain features or upload attachments), (b) Collect data to assess and

improve our advertising campaigns, (c) Allow our business partners (including third-parties) to use these tracking technologies to track your behavior on our behalf on our Site (including when you use multiple devices) and on partner websites, (d) Enable third-s

parties to collect data about the way you interact across sites outside of our Site. And (e) Collect anonymous statistical information about how you use the Services (including the length of your web or application session) and the location from which you access the Services, so that we can improve the Services and learn which elements and functions of the Services are most popular with our users. You can manage your cookie's data through your web browser's settings.

- *Web beacons or pixels:* These are tiny graphics with a unique identifier that are used to understand browsing activity. In contrast to cookies, these are rendered invisibly on web pages when you open a page.

- *Social widgets:* These are buttons or icons provided by third-party social media providers that allow you to interact with those social media services when you view a web page or a mobile app screen. These social widgets may collect browsing data, which may be received by the third party that provided the widget and are controlled by the third parties.

- *UTM Source codes:* These are strings that can appear in a URL (the “Uniform Resource Locator,” which is typically the http or https address entered to go to a web page) when a user moves from one web page or website to another, where the string can represent information about browsing, such as which advertisement, page, or publisher sent the user to the receiving website.

Keep in mind, we do not sell, license, or otherwise disclose your personal information to third-parties for their marketing purposes without your consent.

Your Rights

We respect your right to access, correct, request restriction or deletion or request of our usage of your personal information and data collected as required by applicable law. We also take steps to ensure that the personal information we collect is accurate, up to date and in accordance with our Data Protection Policy. After verification of identity you have the right to:

- know what personal information and data we maintain about you
- request a copy of your personal information in a structured, commonly used and machine-readable format
- request update to your personal information if it is incorrect or incomplete
- request we cease our processing of your personal information and data
- request us to delete or restrict how we use your personal information, but this right is determined by applicable law and may impact your access to some of our Services

In order to exercise any of these rights within this Policy, please contact the Data Protection officer listed in this Policy.

California Users

California law requires us to let you know how we respond to web browser Do Not Track (DNT) signals. At this time, we do not have a DNT signal policy. Until further privacy regulations and guidelines are published, we will adhere to this policy.

Third-Party Cookies

In addition to the cookie we deliver to your computer or mobile device through this Site, certain third-parties may deliver cookies to you for a variety of reasons. For example, we use Google Analytics, a web analytics tool that helps us understand how visitors engage with our Sites.

Other third parties may deliver cookies to your computer or mobile device for the purpose of tracking your online behaviors over time and across nonaffiliated websites and/or delivering targeted advertisements either on this Site or on other websites.

Data Protection Plan

We take a number of steps to protect your data, but no security is guaranteed.

We take precautions to protect your information. When you submit sensitive information via the Site, your information is protected both online and offline. Wherever we collect sensitive information, that information is encrypted and transmitted to us by secure servers. We have included common indications of such secured features when appropriate such as a closed lock icon in your web browser. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only

employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Opting Out of Communications

If you do not wish to receive marketing communications from us, you can unsubscribe via the link in an email you have received.

Children's Privacy

You must be at least 13 years old to have our permission to use this Site. We do not knowingly collect, use or disclose personal information about visitors under 13 years of age. If you are under the age of 13, please do not use this Site.

Testimonials

The Site may display personal testimonials of yours from time to time received via email or as otherwise received from you by the Site. If you would like the Site to remove your testimonial or customer review at any time, please simply contact us at the information included within this Policy., and we will promptly do so.

Surveys & Contests

From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore whether or not to disclose information sought by such surveys or contests. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Updates and Changes to Privacy Policy

We reserve the right, at any time and without notice, to add to, change, update or modify this Privacy Policy, by posting such change, update or modification on the Site. Any such change, update or modification will be effective immediately upon posting.

Governing Law

This Policy shall be governed under the laws of the **STATE of South Carolina**, United States of America without regard to its conflicts of law provisions.

Data Protection Inquiries

If you have any questions or concerns regarding our notice or if you believe our notice or applicable laws relating to the protection of your personal information have not been respected, you can file a complaint with our Data Protection Officer listed below and we will respond to let you know who will be handling your matter and when you can expect a further response. We may request additional details from you regarding your concerns and may need to engage or consult with other parties in order to investigate and address your issue(s). Records will be kept of any requests.

Please contact our Privacy Department with any questions or concerns regarding this Privacy Notice. Please mark your questions or concerns; ATTN Data Protection Officer.

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