

TERMS OF SERVICE

Last updated November 21, 2024

AGREEMENT TO OUR LEGAL TERMS

We are Pixlo ("Pixlo," "we," "us," "our"), a company registered in Wyoming, United States at WY, WY 82801.

We operate the website pixlo.store (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

Turn your passion into profit. Pixlo.store empowers creators to sell digital downloads, courses, and more from a single, secure payments, easy-to-use platform. Build your online business today!

You can contact us by email at info@pixlo.store or by mail to WY, WY 82801, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Pixlo, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. Changes to Legal Terms will become effective fifteen (15) days after the notice is given, except if the changes apply to new functionality, and security updates, in which case the changes will be effective immediately. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms. If you disagree with such changes, you may terminate Services as per the section "Term And Termination".

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY INCLUDE IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE TERMS CONTAIN A MANDATORY ARBITRATION AGREEMENT THAT REQUIRES YOU TO RESOLVE DISPUTES WITH US THROUGH FINAL AND BINDING

ARBITRATION (WITH LIMITED EXCEPTIONS). BY ACCEPTING THESE TERMS, YOU AGREE THAT:

- 1. ANY CLAIMS YOU HAVE AGAINST PIXLO.STORE MUST BE RESOLVED ON AN INDIVIDUAL BASIS THROUGH ARBITRATION. YOU MAY NOT ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR SIMILAR PROCEEDING.**
- 2. YOU MAY SEEK RELIEF, WHETHER MONETARY, INJUNCTIVE, OR OTHERWISE, ONLY ON AN INDIVIDUAL BASIS.**
- 3. YOUR CLAIMS WILL NOT BE DECIDED BY A JUDGE OR JURY IN A COURT OF LAW.**

Additionally, if you use specific features of the Service, you may be subject to supplemental terms related to those features, which will be made available from time to time. These supplemental terms, including our Privacy Policy, are incorporated into these Terms by reference.

Our Privacy Policy can be accessed at <https://pixlo.store/legals/privacy-policy.pdf>.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

Pixlo.Store provides a platform designed for creators (“Creators”) to monetize their work, including digital products, services, and other content (“Creator Content”). The platform also enables fans, followers, or other interested parties (“Customers”) to purchase Creator Content through the tools and services offered by Pixlo.Store

Platform Functionality:

With the exception of transactions involving the purchase of a license to use the Pixlo.Store Services, Pixlo.Store does not act as a party to transactions between Creators and Customers for the purchase or sale of Creator Content. These transactions are conducted exclusively between the Creators and their Customers. Pixlo.Store is neither the creator nor the owner of any Creator Content offered or sold through its Services.

Pixlo.Store provides tools that enable Creators to manage and simplify their business operations, including offering a user-friendly platform for Customers to browse and purchase Creator Content. Creators are solely responsible for ensuring that their Creator Content complies with all relevant laws, rules, and regulations. Additionally, Creators must ensure that their descriptions of Creator Content are accurate and that the content is delivered to Customers as promised.

Pixlo.Store does not exercise control over and cannot guarantee the following:

- (a) The existence, quality, safety, legality, or suitability of any Creator Content offered through the Services.
- (b) The accuracy or truthfulness of descriptions provided by Creators regarding their Creator Content.
- (c) That Creators will fulfill orders as described or deliver Creator Content in a timely and satisfactory manner.
- (d) The ability of Customers to complete payments for purchases made via the platform.
- (e) That transactions initiated through the platform between Creators and Customers will be successfully completed.
- (f) The safety, appropriateness, or legality of interactions or communications—whether online or offline, public or private—between Users.

As a neutral platform provider, Pixlo.Store disclaims any liability related to these aspects of transactions or interactions conducted through its Services. Creators and Customers are responsible for managing their respective obligations and resolving any disputes that arise.

Your Registration Obligations:

To access and utilize specific features of the Service, you may be required to create an account with Pixlo.Store. By registering, you agree to provide accurate, complete, and up-to-date information as requested by the registration form. You further commit to maintaining and promptly updating this information to ensure its accuracy and completeness at all times. Any data provided during registration, as well as other personal information collected about you, will be handled in accordance with our [Privacy Policy](#).

The Service is not intended for use by individuals under the age of 18. If you are under 18, you are prohibited from accessing or using the Service in any capacity, including registering for an account. By registering, you confirm that you meet the age requirement and have the necessary consent to use the Service.

Member Account, Password, and Security:

You are solely responsible for maintaining the confidentiality of your Pixlo.Store account credentials, including your password, and for any activities or actions performed under your account. By using the Service, you agree to:

- (a) Immediately notify Pixlo.Store of any unauthorized use of your account, password, or any security breach that comes to your attention.

- (b) Take reasonable steps to ensure that you log out from your account at the end of each session when accessing the Service, particularly when using a shared or public device.

Pixlo.Store is not liable for any losses, damages, or unauthorized activities that result from your failure to comply with this section. It is your responsibility to ensure your account security to protect both yourself and others from unauthorized use.

Modifications to the Service:

Pixlo.Store reserves the right to alter, update, suspend, or permanently discontinue any part of the Service at its discretion and without prior notice. This may include adding new features, removing outdated functionalities, or performing maintenance to improve the platform.

By using the Service, you acknowledge and accept that Pixlo.Store is not responsible or liable to you or any third party for any changes, temporary interruptions, or permanent discontinuation of the Service. Pixlo.Store retains full authority to make modifications necessary to adapt to evolving business, technological, or regulatory requirements.

General Practices Regarding Use and Storage:

You acknowledge and agree that Pixlo.Store may establish and enforce general practices and limits concerning your use of the Service. These practices may include, but are not limited to:

1. **Data Retention:** Specifying the maximum period for which data or content uploaded to the Service will be stored.
2. **Storage Limits:** Defining the maximum storage capacity allocated to your account on Pixlo.Store's servers.

Pixlo.Store is not responsible or liable for the deletion, loss, or failure to store any data, files, or content maintained or uploaded to the Service. It is your responsibility to back up any important information or content stored on the platform.

Pixlo.Store also reserves the right to terminate accounts that remain inactive for an extended period, as determined at its sole discretion. Additionally, these general practices and limits may be updated or changed at any time, with or without prior notice, and it is your responsibility to remain informed about such updates.

Mobile Services:

Pixlo.Store offers certain features and functionalities accessible via mobile devices (collectively, "Mobile Services"). These Mobile Services include, but are not limited to:

- (i) Uploading content directly from a mobile device to the Service.
- (ii) Browsing the platform and accessing features via a mobile device.
- (iii) Using applications downloaded and installed on mobile devices to interact with the Service.

Your use of Mobile Services may be subject to your wireless carrier's standard charges, including data rates, messaging fees, or other applicable costs. Pixlo.Store is not responsible for any fees or restrictions imposed by your carrier, and certain Mobile Services may be unavailable depending on your carrier or device compatibility.

By utilizing Mobile Services, you consent to receiving communications from Pixlo.Store and its affiliates through SMS, text messages, or other electronic means directed to your mobile device. You acknowledge that information about your use of Mobile Services may also be transmitted to Pixlo.Store to facilitate the Service.

If you change or deactivate your mobile phone number, you agree to promptly update your Pixlo.Store account details to prevent messages intended for you from being sent to another individual who acquires your previous number. Failure to update this information may result in unauthorized communication or data breaches for which Pixlo.Store is not responsible.

SMS/Text Service:

By providing your phone number to Pixlo.Store, you consent to receiving pre recorded calls, SMS messages through an automated telephone dialing system (referred to as the "Text Service"). This may occur even if your number is listed on the National Do Not Call List, any state-specific Do Not Call List, or any internal Do Not Call List maintained by any company.

You may be required to respond to an initial message as part of the registration process to complete your enrollment and confirm your participation in the Text Service. The enrollment message will disclose the nature of the program, the frequency of messages, and your options for canceling your participation. You are not required to participate in the Text Service to use the core features of the Pixlo.Store Services. If you no longer wish to participate in the Text Service, you can opt-out by notifying us directly.

There is no additional charge for the Text Service itself, but standard message and data rates from your mobile carrier will apply to any messages you send or receive through the Text Service, including confirmation messages and subsequent texts. Your mobile carrier may impose restrictions on certain mobile features, and certain features may not be compatible with your carrier or mobile device. Pixlo.Store is not liable for any delays, failures in receipt, or non-delivery of SMS messages,

as these are subject to the successful transmission by your mobile carrier and the compatibility of your mobile device. For questions regarding your carrier's policies, data, and messaging plans, please contact them directly.

As detailed in the enrollment and welcome messages, including those sent to a shortcode linked to the Text Service or by replying to any message from us, you may text "STOP" to unsubscribe from the Text Service or "HELP" to receive customer support information. If you choose to opt out of the Text Service, you agree to receive a final text message confirming your cancellation.

Additionally, you may invite others to use Pixlo.Store's Services via the Text Service by providing their phone numbers or selecting individuals from your contacts list (if uploaded). By using the Text Service to invite others, you confirm that the people you invite have consented to receive automated invitation messages from us, and you are authorized to provide this consent on their behalf.

2. USER CONDUCT

You are solely responsible for all content you upload, post, publish, display, email, or otherwise use through the Service, including but not limited to code, video, images, text, data, software, music, sound, photographs, graphics, messages, and other materials (collectively, "Materials"). By using the Service, you agree that you will not upload, post, or transmit any Materials or engage in any conduct that violates the following rules. Pixlo.Store reserves the right to investigate and take appropriate legal action against anyone who, in its sole discretion, violates this provision. This may include removing the offending Materials from the Service, suspending or terminating the violator's account, and reporting the violation to law enforcement authorities.

The following actions are prohibited on the Service:

1. Infringement of Rights:

You agree not to upload any Materials that:

- (i) Violate the intellectual property or proprietary rights of any third party.
- (ii) You do not have the legal right to upload or share under any law or contract, including but not limited to confidential or fiduciary obligations.
- (iii) Contain software viruses, malicious code, or any other files or programs designed to disrupt or damage the functionality of any software, hardware, or telecommunications equipment.
- (iv) Pose any privacy or security risk to others.

- (v) Are unsolicited, including advertisements, promotional materials, "junk mail," "spam," or any form of unauthorized commercial solicitation.
- (vi) Are unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy, hateful, or discriminatory, including content that is racially, ethnically, or otherwise objectionable.
- (vii) Relate to illegal activities such as credit repair services, adult content, or any mature content, including but not limited to pornography, explicit imagery, or artificial intelligence-generated content.
- (viii) Are, in the sole discretion of Pixlo.Store, objectionable, or restrict or inhibit any other person's use of the Service, or expose Pixlo.Store or its users to harm or liability.

2. Disruption of the Service:

You agree not to:

- (a) Interfere with, disrupt, or attempt to gain unauthorized access to the Service, its servers, or networks connected to the Service.
- (b) Disobey any requirements, procedures, policies, or regulations of networks connected to the Service.

3. Legal Violations:

You agree not to:

- (a) Violate any applicable local, state, national, or international law, or any regulation that has the force of law.

4. Impersonation:

You agree not to impersonate any individual or entity, or falsely claim or misrepresent your affiliation with any person or entity.

5. Solicitation of Minors:

You agree not to solicit personal information from individuals under the age of 18.

6. Harvesting Information:

You agree not to harvest or collect email addresses, contact information, or any other personal data of other users through the Service for the purpose of sending unsolicited communications.

7. Unauthorized Advertising or Sales:

You agree not to advertise or offer to sell or buy any goods or services for business purposes that are not expressly authorized by Pixlo.Store.

8. Promotion of Illegal Activities:

You agree not to engage in, encourage, or promote any criminal activity, nor provide instructional content about illegal activities.

9. **Unauthorized Access:**

You agree not to attempt to obtain or access Materials or information through any means not intentionally made available to you by Pixlo.Store.

By using the Service, you commit to adhering to these rules and guidelines. Violations may result in account suspension, termination, and potential legal action.

Anti-Spam Compliance:

By using the Services, you agree to comply with the U.S. CAN-SPAM Act, as well as any other applicable laws and regulations related to the sending of commercial electronic messages, including, without limitation, those regarding consent and notice obligations. This includes ensuring that all commercial emails or messages sent by you or on your behalf comply with these laws.

You agree to indemnify and hold harmless Pixlo.Store, its affiliates, and their respective directors, officers, employees, contractors, agents, representatives, shareholders, successors, and assigns from any and all loss, damage, liability, claims, deficiencies, actions, judgments, interests, awards, penalties, fines, costs, or expenses (including reasonable legal fees, disbursements, and the cost of enforcing any right to indemnification) arising out of or in connection with your failure to comply with these requirements under the U.S. CAN-SPAM Act or any other applicable anti-spam laws.

Permissions Creators Must Maintain:

If you are a Creator using the Service, you represent and warrant that you will, without limiting the generality of any other representations or warranties provided in these Terms of Service:

a) **Obtain Necessary Permissions:** You will obtain all applicable licenses, permits, and authorizations (collectively, "Permissions") required for offering your Creator Content to Customers through the Service before making such content available.

b) **Compliance with Laws and Regulations:** You will comply, and ensure that any physical and virtual venues associated with any events or functions hosted by you through the Service will comply, with all applicable laws, regulations, rules, and ordinances.

c) **Obtain Specific Permissions for Content:** You will only make Creator Content available to Customers through the Service after obtaining any necessary specific Permissions, including but not limited to:

- Authorizations from relevant state, county, municipal, or local authorities.
- Traffic engineering authorizations, fire department inspection reports (if applicable).

- Authorizations for events involving minors (if applicable).
- Sanitary or health-related permits (if applicable).
- Any other applicable local or government authorizations.

d) **Maintain Permissions:** You will maintain the applicable Permissions in force for the duration of your access to the Service, ensuring continued compliance for promoting, producing, sponsoring, hosting, and selling all Creator Content available through the Service.

Release of Liability:

By accessing and using the Service, you agree to release Pixlo.Store (referred to as "Pixlo" in the original text) and its officers, affiliates, representatives, shareholders, contractors, directors, agents, partners, and employees from any and all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses, including attorney's fees, arising out of or in any way connected with your Permissions or any failure to obtain or maintain those Permissions, or any errors made in the process of obtaining or maintaining such Permissions.

Indemnification:

In addition to your other indemnification obligations under these Terms, you agree to defend, indemnify, and hold harmless Pixlo.Store and its officers, directors, agents, licensors, payment processing partners, and employees from any and all damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees and accounting fees) arising from any claims or actions due to or resulting from:

- Your Permissions,
- Any failure to obtain or maintain the required Permissions,
- Any error in obtaining or maintaining the Permissions.

You agree to provide evidence of all necessary Permissions and related information to Pixlo.Store prior to offering any goods or services through the Service and promptly upon request from Pixlo.Store.

Creator Membership and Payment Plans:

When you sign up as a Creator on Pixlo.Store, you will be required to select a membership tier and a payment plan that suits your needs. By selecting a membership tier and payment plan, you agree to pay Pixlo.Store the amount specified in the chosen plan, in accordance with the terms and conditions outlined in this agreement and the details of your selected payment plan.

You hereby authorize Pixlo.Store to charge your payment instrument (e.g., credit card, debit card, or other payment method) on a periodic basis, in advance, for the amounts specified in your selected payment plan. These charges will be made in accordance with the billing cycle of the plan, as described in the Payments and Fees section below.

Pixlo.Store reserves the right to modify the prices and/or fees associated with the membership tiers and payment plans at any time, and such changes will be communicated to you in accordance with the terms set forth in the Payments and Fees section. You acknowledge that your continued use of the Service after any price or fee adjustments constitutes acceptance of those changes.

Creator Subscription Benefits:

Pixlo.Store offers various access levels and benefits to Creators who sign up for an account or subscription. For detailed information regarding the current subscription options, benefits, and associated monthly fees, please contact us at info@pixlo.store.

From time to time, we may introduce new subscription tiers, and the fees for these memberships may differ. The benefits and access provided through your subscription may also change as we continue to evolve and improve our subscription program.

Pixlo.Store reserves the right to modify, suspend, or permanently discontinue any subscription benefits or access, with prior notice to you.

Refunds and Subscription Fees:

Any subscription fees or other charges you incur are non-refundable, except as explicitly stated in these Terms of Service. Pixlo.Store also reserves the right to accept or decline subscription requests at its discretion.

Automatic Renewal:

Unless you notify us before a charge is processed that you wish to cancel or do not want your subscription to automatically renew, you understand that your subscription will automatically renew. By agreeing to these Terms, you authorize us to charge the applicable membership fee and any taxes due for renewal, using the payment method we have on file for you, without any further notice (unless required by applicable law).

Cancellation:

You may cancel your subscription at any time by visiting your account settings and selecting "Cancel Subscription" under the **Settings** section.

General Terms Regarding Payment and Fees:

If any part of the Service is made available for a fee, you will be required to select a payment plan and provide Pixlo (referred to as "Pixlo" in the original text) with valid payment information, including details of your credit card or another acceptable payment method. By providing this information, you represent and warrant that it is accurate and that you are authorized to use the payment instrument.

You agree to promptly update your account information with any changes (such as changes to your billing address, credit card expiration date, or other relevant details) to ensure that the information on file is current and accurate.

You authorize Pixlo to bill your payment instrument in advance, on a recurring basis, in accordance with the terms of the applicable payment plan, until you decide to terminate your account. You further agree to pay any charges incurred through the subscription, including applicable taxes.

Disputing Charges:

If you dispute any charges made by Pixlo.Store, you must notify us within **forty five (45) days** from the date the charge was made. Failure to dispute the charge within this period will be deemed as acceptance of the charge.

Price Changes:

Pixlo reserves the right to modify its prices at any time. If there is a price change, we will notify you at least **30 days** before the new pricing takes effect, either through a notice on the site or by email, at Pixlo's discretion. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the updated amount.

Responsibility for Taxes:

You are responsible for paying all taxes related to the Service, except for U.S. taxes based on Pixlo's net income.

Payment Failures:

If all eligible payment methods on file are declined or if your payment fails for any reason, Pixlo reserves the right to immediately cancel or revoke your access to the Service. We may also contact you to request an updated payment method. If you provide a valid payment method and the charge is successful, your new membership period will align with the original renewal date, not the date the payment was successfully processed.

If you contact your bank or credit card company to decline or reverse any charges for the fees, we reserve the right to revoke your access to the Service entirely.

Special Notice for International Use; Export Controls:

The software (referred to as "Software") available in connection with the Service, as well as any applicable data transmissions, are subject to United States export controls. You agree not to download, export, or re-export any Software or data provided by the Service in violation of U.S. export laws.

Downloading or using the Software is done at your own risk.

Given the global nature of the Internet, you agree to comply with all local laws and regulations regarding your use of the Service, including those relating to online conduct and acceptable content. You are responsible for ensuring that your use of the Service does not violate any applicable laws in your jurisdiction.

3. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property:

You acknowledge and agree that the Service may include content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Unless explicitly authorized by Pixlo (referred to as "Pixlo" in the original text), you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or any Service Content, in whole or in part. This restriction does not apply to your own User Content (as defined below) that you legally upload to the Service.

You agree not to engage in data mining, robots, scraping, or other similar data gathering or extraction techniques while using the Service. Additionally, if you are blocked from accessing

the Service (including blocking your IP address), you agree not to circumvent such blocking attempts (e.g., by masking your IP address or using a proxy). Any use of the Service or Service Content beyond the scope of what is specifically authorized in these Terms of Service is strictly prohibited.

The technology and software underlying the Service, or distributed in connection with it, are the property of Pixlo, its affiliates, and its partners (the “Software”). You agree not to copy, modify, create derivative works of, reverse engineer, reverse assemble, or attempt to discover the source code of the Software. You may not sell, assign, sublicense, or otherwise transfer any rights in the Software. All rights not expressly granted are reserved by Pixlo.

The **Pixlo** name and logos are trademarks and service marks of Pixlo (collectively, the “Pixlo Trademarks”). Other company, product, and service names and logos used and displayed through the Service may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with Pixlo. Nothing in these Terms of Service or through the Service should be construed as granting any license or right to use any of the Pixlo Trademarks displayed on the Service without prior written permission. All goodwill generated from the use of Pixlo Trademarks will exclusively benefit Pixlo.

Third-Party Material:

Under no circumstances will Pixlo be held liable for any content or materials provided by third parties (including Creators and other users), including, but not limited to, any errors or omissions in such content, or for any loss or damage resulting from the use of any third-party content. You acknowledge that Pixlo does not pre-screen content; however, Pixlo and its designees reserve the right (but not the obligation) to refuse or remove content from the Service at their sole discretion.

Without limiting the foregoing, Pixlo and its designees have the right to remove any content that violates these Terms of Service or is deemed by Pixlo, in its sole discretion, to be otherwise objectionable. You agree that you are solely responsible for evaluating and bearing all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Copyright Complaints:

Pixlo.Store respects the intellectual property of others, and we encourage our users to do the same. If you believe your work has been copied in a way that constitutes copyright infringement,

or that your intellectual property rights have been violated, you should notify Pixlo.Store of your claim in accordance with the procedure outlined below.

Pixlo.Store will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws regarding any alleged or actual infringement.

Notification of Copyright Infringement:

To submit a copyright infringement notice, please email Pixlo.Store’s Copyright Agent at **dmca@pixlo.store** (Subject line: “DMCA Takedown Request”). You may also contact us by mail at:

[Insert mailing address here]

To be effective, your notification must be in writing and include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the copyright or intellectual property owner.
- A description of the copyrighted work or intellectual property that you claim has been infringed.
- A description of where the allegedly infringing material is located on the Service, providing sufficient detail for Pixlo.Store to locate it.
- Your contact information, including address, telephone number, and email address.
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law.
- A statement, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright or intellectual property owner or authorized to act on their behalf.

Counter-Notice:

If you believe that your Materials were removed (or access to them was disabled) due to a mistake or misidentification, or that you have authorization to upload and use the Materials, you may send a written counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature.

- Identification of the Materials that have been removed or disabled and the location where they appeared before removal or disabling.
- A statement that you have a good faith belief that the Materials were removed or disabled due to a mistake or misidentification.
- Your contact information, including address, telephone number, and email address, along with a statement that you consent to the jurisdiction of the federal court in the Northern District of California and agree to accept service of process from the person who provided the original notification of the alleged infringement.

If Pixlo.Store receives a valid counter-notice, we will send a copy of it to the original complainant. If the complainant does not file a court action within 14 business days to prevent the restoration of your content, Pixlo.Store may, at its sole discretion, restore or allow access to your content.

Repeat Infringer Policy:

In accordance with the DMCA and other applicable laws, Pixlo.Store has adopted a policy of terminating, in appropriate circumstances and at its sole discretion, users who are deemed repeat infringers. Pixlo.Store may also limit access to the Service or terminate the memberships of any users who infringe upon the intellectual property rights of others, whether or not there is repeat infringement.

Third-Party Websites:

The Service may contain links or other forms of access to third-party websites and resources on the Internet, including websites and services provided by Creators. Pixlo.Store (referred to as "Pixlo" in the original text) does not control these sites and resources and is not responsible for them. Furthermore, Pixlo.Store does not endorse or guarantee the accuracy, reliability, or completeness of any content, goods, services, or events offered through these external sites.

You acknowledge and agree that Pixlo.Store is not liable, either directly or indirectly, for any damage or loss that may occur due to the use of or reliance on any content, goods, or services from these third-party sites. Any interactions or dealings with third parties (including transactions between Customers and Creators) are solely between you and the third party, and you agree that Pixlo.Store is not responsible for any claims or losses arising from such dealings.

Social Networking Services:

You may choose to enable or log in to the Service through third-party online services, such as

social media and social networking platforms like Facebook or Twitter (“Social Networking Services”). This integration enhances and personalizes your experience with the Service. To use these features, we may ask you to authenticate, register for, or log into the relevant Social Networking Services via their respective websites.

As part of this integration, the Social Networking Services may provide Pixlo.Store with access to certain information you have shared with these services. We will use, store, and disclose this information in accordance with our [Privacy Policy](#). For details on how we use, store, and disclose information regarding your use of these services, please review our Privacy Policy.

However, please note that the use, storage, and disclosure of your information by Social Networking Services are governed solely by the policies of those third parties. Pixlo.Store does not assume responsibility for the privacy practices or actions of any third-party site or service integrated into the Service.

Furthermore, Pixlo.Store is not responsible for the accuracy, availability, or reliability of any information, content, goods, or services made available through Social Networking Services. Pixlo.Store does not endorse, recommend, or guarantee these services. The inclusion of Social Networking Services features is provided as a convenience, and any reliance on such services is at your own risk. Pixlo.Store is not liable for any damage or loss caused by or related to the use of or reliance on these third-party services.

4. USER GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

5. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

6. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

7. SOCIAL MEDIA

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to

your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

8. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

9. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

10. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

11. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://pixlo.store/legals/privacy-policy.pdf>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

12. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN

THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

13. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

14. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Wyoming applicable to agreements made and to be entirely performed within the State of Wyoming, without regard to its conflict of law principles.

15. DISPUTE RESOLUTION

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the [American Arbitration Association \(AAA\) website](#). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Wyoming. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings

pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in United States, Wyoming, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall

be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

16. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

17. DISCLAIMER AND LIMITATIONS OF LIABILITY

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

1. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS,
2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES,
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES,

5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR
6. ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

OR OTHERWISE, RESULTING FROM:

- (I) THE USE OR THE INABILITY TO USE THE SERVICE;
- (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;
- (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR
- (V) ANY OTHER MATTER RELATING TO THE SERVICE.

IN NO EVENT WILL PIXLO.STORE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID TO PIXLO.STORE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

18. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

19. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Message and Data Rates

Please be aware that message and data rates may apply to any SMS messages sent or received. The rates are determined by your carrier and the specifics of your mobile plan.

Support

If you have any questions or need assistance regarding our SMS communications, please email us at info@pixlo.store.

21. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

22. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

23. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Pixlo

WY

WY 82801

United States

info@pixlo.store