

## **TERMS OF USE**

Use of this Site indicates your acceptance of these Terms. Majestic Images is a division of Oak River Enterprises LLC.

### **Copyright**

The entire contents of this Site are protected by the United States copyright laws. Oak River Enterprises LLC ("Oak River") is the owner of the copyright. Oak River authorizes you to view and to use the materials at this Site only for your personal, non-commercial use, provided that you retain this copyright notice on any copies of the materials that you use. You may not modify the materials at this Site in any way or reproduce or publicly display, perform, distribute, or otherwise use the materials for any public or commercial purpose. For the purposes of these Terms, any use of these materials on any other web site or networked computer environment for any purpose is prohibited.

### **Trademark**

The names, logos, and taglines identifying Oak River and/or Majestic Images and its products and services, including, without limitation, are proprietary marks of Oak River Enterprises LLC. All other trademarks and service marks are the property of their respective owners.

### **Material submitted to Majestic Images**

Except as otherwise set forth in Majestic Images' Privacy Statement, posted on this Site, any materials, information, or other communication that you transmit or post to this Site ("Communication") will be considered non-confidential and non-proprietary, unless upon submission, you notify us that the Communication is to be handled otherwise.

### **Links to Majestic Images' website**

With permission from Majestic Images by sending an e-mail request to [marketing@grand-majestic-images.com](mailto:marketing@grand-majestic-images.com), you may create a hypertext link to the Home Page of this Site from your web site provided that the page containing the link properly attributes the linked site to Majestic Images. Neither your site nor your link to this Site (a) shall imply Majestic Images' sponsorship or endorsement of your site or the products, services, or materials promoted or set forth on your site; (b) shall contain republished, redistributed, or copied materials from this Site, including by framing or other means; or (c) shall misrepresent the relationship with Majestic Images or contain any false, misleading, or derogatory information about Majestic Images or its products or services.

### **Content and Liability Disclaimer**

THE MATERIALS AND SERVICES PROVIDED AT THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. Majestic Images further does not warrant the accuracy and completeness of the materials or services at this Site.

**Limitation of Liability**

IN NO EVENT WILL MAJESTIC IMAGES, ITS SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, OR THE MATERIALS, INFORMATION, OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY.

**Governing law / dispute resolution**

Any claims arising out of the use of this Site shall be resolved by binding arbitration in Centennial, Colorado in accordance with the then-current rules of the American Arbitration Association. These Terms are made under and will be governed by and construed in accordance with the laws of the State of Colorado, United States of America.

**Modifications**

Majestic Images may make revisions to the materials at this Site, or to the products, services, and prices described herein, at any time without notice. By using this Site, you agree to be bound by any such revisions and therefore we invite you to visit this Site periodically to determine the then-current Terms by which you are bound.