



ROCCO'S PHOTO FRAMES
TERMS & CONDITIONS

Last Updated: November 8, 2024

Welcome to Rocco's Photo Frames! Rocco's Picture Frames, d/b/a Rocco's Photo Frames ("Rocco's") is a Florida limited liability company that provides an online platform to facilitate printing, personalizing, engraving, and framing of photos (the "Service(s)").

IMPORTANT: PLEASE REVIEW THE DISPUTE RESOLUTION PROVISION BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH ROCCO'S ON AN INDIVIDUAL BASIS THROUGH BINDING ARBITRATION. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT.

AGREEMENT and MODIFICATION

Rocco's provides its Services to you subject to the notices, terms, and conditions set forth in this agreement (the "Agreement"). Your use of the Service is also subject to our Privacy Policy (as it may change from time to time) which is hereby incorporated by this reference in its entirety and can be reviewed by visiting [\[include link to Privacy Policy\]](#).

When you access or use the Rocco's platform, including but not limited to, creating an account, uploading photos and purchasing any goods, you will be subject to and agree to be bound by this Agreement and the Privacy Policy. In the event that any of the terms, conditions, or notices contained herein conflict with the Privacy Policy or other terms and guidelines, these terms shall control. Please be aware that this agreement and the referenced documents describe our complete terms of use. USING THE SERVICE INDICATES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING REPRESENTATIONS RELATED TO INTELLECTUAL PROPERTY. IF YOU DO NOT AGREE TO THESE TERMS, AS THEY MAY CHANGE PERIODICALLY, YOU MAY NOT USE THE ROCCO'S SERVICE. We reserve the right to terminate this Agreement or your access to our Services, or generally cease offering the Service, at any time for any reason.

If you are accessing or using the Rocco's platform or Service on behalf of a business, you represent and warrant that you have authority to accept these Terms on behalf of such business and that such business agrees to and shall be bound to this Agreement.

Rocco's reserves the right to modify the terms of this Agreement at any time in our sole discretion. If modifications are made, we will update the "Last Updated" date at the top of this Agreement, which shall be then effective immediately. You are responsible for periodically checking for changes and are bound by them if you continue to use Rocco's after such change.

USE OF SERVICE

By downloading, accessing, or using the Service, you agree to the following:

1. You represent and warrant that you are at least 18 years old and have the legal capacity to enter into a binding contract. You may not authorize others to use your account. You also represent and warrant you are not a person or entity barred from accessing the Service under the laws of any jurisdiction.
2. Subject to the terms of this Agreement, Rocco's hereby grants you a limited, revocable, non-transferable, non-assignable, and non-exclusive license to access and use the Service on your computer, mobile, or other electronic device in compliance with these Terms and only for its intended purpose. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, display, distribute, and make derivative works from content you post for the limited purpose of marketing or promoting our Service. Any breach of this Agreement by you or anyone accessing your account shall result in the immediate revocation of the license granted herein and, at Rocco's sole discretion, deletion of your account without notice. You may, at your sole discretion and without notice to Rocco's, deactivate and/or delete your account at any time. You agree that you shall be responsible for any fees incurred by you prior to deactivation or deletion. Any rights not expressly granted herein are reserved by Rocco's.
3. You agree that Rocco's and its third-party providers and affiliates, including our Payment Processor (as defined below) may contact you by telephone, text message, and email in order to effectuate services requested by you.



4. You are responsible for obtaining the data network access necessary to use the Service. In addition to any charges and other fees incurred through use of the Service, your mobile network's data and messaging rates and fees may apply. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Service, and the Service may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
5. Rocco's reserves the right to refuse service, suspend or terminate accounts without limitation, for any reason or no reason at all, or if it believes that your conduct violates this Agreement, the Privacy Policy, any other person's intellectual property rights, applicable law, or is otherwise harmful to Rocco's, its affiliates, third-party providers, or other users.

ACCOUNT REGISTRATION

To use the Service, you must register for and maintain a user account, including but not limited to certain personal information (your name, address, mobile phone number). You agree to maintain accurate, complete, and up-to-date information in your user account at all times. Your failure to maintain such information may result in your inability to use the Service, delays in receiving orders, and termination of this Agreement and your user account. You are responsible for all activity that occurs within your user account and agree to maintain the security of your user account information.

Rocco's shall have no obligation to investigate the authorization or source of any access or use of the Service. YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE SERVICE BY ANYONE USING THE ROCCO'S PLATFORM, WHETHER OR NOT SUCH ACCESS TO AND USE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS, TRANSMISSIONS, AND OBLIGATIONS (INCLUDING ORDERS) INCURRED THROUGH SUCH ACCESS OR USE.

ROCCO'S INTELLECTUAL PROPERTY

All graphics, images, videos, icons, and text provided on the Service ("Rocco's Content"), belong exclusively to Rocco's or its Content suppliers. All software used on the Service ("Rocco's Software") is the property of Rocco's or its Software suppliers. U.S. and international copyright laws protect the Rocco's Content and Software.

The use of any of Rocco's company names, trademarks, service marks, logos, product and service names or other intellectual property without Rocco's express written consent is strictly prohibited. You may not use any of Rocco's trademarks, service marks, or other intellectual property in connection with any product or service that is in any way likely to cause confusion or harm to Rocco's.

You may not make any commercial use of any of the information provided on the Service or make any use of the Service for the commercial benefit of another person or business. You may not access, monitor, or copy any content or information provided via the Service using any robot, spider, scraper, or automated or manual means for any purpose.

USERS' and OTHER THIRD PARTIES' INTELLECTUAL PROPERTY

Rocco's respects other people's rights, including intellectual property rights, and expects users to do the same. As such, you understand, acknowledge, and agree you are fully and solely responsible for User Content you submit and Orders you place, including full responsibility for its legality, reliability, accuracy, and appropriateness. Furthermore, and at all times, including every time you upload any photo to the Rocco's platform ("User Content") or make any purchase, you represent and warrant that you are the owner with all rights, title or interest in and to the User Content or that you have otherwise acquired any and all necessary license to use content you do not own. You also represent and warrant User Content: (i) does not violate any law or infringe upon the copyrights, trade or service marks, trade secrets, or other proprietary rights of any person or entity; (ii) is not defamatory, abusive, harassing, threatening, impersonating, or intimidating; (iii) is not libelous, threatening, obscene, pornographic, hateful, or could give rise to any civil or criminal liability under U.S. or international law; and (iv) does not include any bugs, viruses, worms, trap doors, Trojan horses, or other harmful code or properties.

The Rocco's platform permits you to upload visual content for the limited purpose of purchasing printing and framing services ("Orders"). You own the User Content you submit through the Service, and authorize Rocco's to fulfill such Orders. Other than fulfilling Orders and the license to use User Content for Rocco's marketing and promotional efforts, Rocco's does not claim ownership of your User Content.



Any violation of any person or entity's intellectual property rights will result in the immediate termination of services and deletion of your user account.

If any content, including User Content becomes the subject of an infringement claim or is likely to become the subject of such a claim or if you believe any user has violated the terms of this Section, you agree to notify us immediately in writing by sending notice to Rocco's at: **customersupport@roccosphotoframes.com** with the subject line: "IP Infringement".

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. YOU WAIVE AND HOLD HARMLESS ROCCO'S AND ITS AFFILIATES, LICENSEES, AND OTHER SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Rocco's assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described herein.

PAYMENT TERMS

All payments will be processed by a third-party payment processor (our "Payment Processor"). By using the Service, you authorize our Payment Processor to charge your credit and/or debit card for any and all payments related to any Orders and other purchases made via the Service.

Due to the custom and personalized nature of our products, Rocco's does not make returns for user-driven mistakes or creative choices. You must carefully proof the content and order details of the product you are purchasing for: (a) poor image quality; (b) text errors or omissions; (c) product selection mistakes such as product type, size, and style; and (d) accidental omissions. **All purchases and sales are final and non-refundable.** By placing an order, you acknowledge and agree that all information related to your purchase is accurate and complete, including but not limited to the type of framing and engraving you've selected, photo sizing, shipping address, and other details related to your purchase. Rocco's has no responsibility for any such errors.

You also acknowledge and agree that image colors vary from computer monitor to computer monitor. Rocco's relies on its professionally calibrated printing services and therefore cannot be responsible for color variations that might result from computer screen differences.

Rocco's is not responsible for any delay or loss suffered by you as a result of incorrect payment information provided by you or errors in placed orders.

TERMINATION

You may terminate this Agreement at any time by deactivating or deleting your user account. Rocco's may, in its sole discretion, suspend your use of the Service or terminate this Agreement immediately if: (i) you breach any of the terms of this Agreement; (ii) you violate any applicable laws, rules, or regulations; *or* (iii) Rocco's reasonably believes it is necessary to do so to protect itself or its users.

In addition to any legal or equitable remedies, Rocco's may, without notice to you, terminate, transfer, assign, charge, or otherwise dispose of this Agreement or any of Rocco's rights or obligations hereunder, or revoke any or all of your rights granted hereunder at any time. The provisions relating to intellectual property, Disclaimers, Limitation of Liability, Applicable Laws, Indemnification, and Severability shall survive any termination. Termination does not release you from payment obligations.

DISCLAIMERS

THIS SERVICE AND ALL INFORMATION PUBLISHED VIA THE ROCCO'S PLATFORM ARE PRESENTED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ROCCO'S PLATFORM AND SERVICES MAY INCLUDE INACCURACIES, MISTAKES OR ERRORS. BY USING THE PLATFORM AND ACCEPTING SERVICES, YOU DO SO VOLUNTARILY.

ROCCO'S DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ROCCO'S DOES NOT MAKE ANY WARRANTY AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION MADE AVAILABLE OR PUBLISHED VIA THE SERVICE, INCLUDING PRODUCT DESCRIPTIONS AND AVAILABILITY. IT IS



YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY AND COMPLETENESS OF ALL INFORMATION AND OTHER MATERIAL ON THE SERVICE.

TO THE FULLEST EXTENT PROVIDED BY LAW, ROCCO'S HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ROCCO'S FURTHER DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ACTS, OMISSIONS, OR CONDUCT OF YOU OR ANY PARTY IN CONNECTION WITH ROCCO'S.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THE DISCLAIMERS HEREIN APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY; INDEMNIFICATION

ROCCO'S SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF OR IN CONNECTION WITH: (a) THIS AGREEMENT; (b) YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE; (c) YOUR PURCHASE OR USE OF ANY PRODUCTS OBTAINED VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR ANY OTHER LEGAL THEORY. ROCCO'S SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ROCCO'S REASONABLE CONTROL.

IN USING THE SERVICE, YOU AGREE THAT ROCCO'S WILL NOT BE RESPONSIBLE OR LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SERVICE; (b) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (c) LOSS OR DAMAGES OF ANY SORT; (d) COMPUTER VIRUSES, SYSTEM FAILURE OR MALFUNCTION WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SERVICE; OR (e) EVENTS BEYOND ROCCO'S REASONABLE CONTROL.

FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, ROCCO'S WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE OR ANY DEALINGS OR RELATIONSHIP WITH ANY THIRD-PARTIES, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROCCO'S TOTAL AND AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES (REGARDLESS OF THE FOUNDATION FOR THE ACTION) SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE APPLICABLE PRODUCT.

THE LIMITATIONS AND DISCLAIMERS HEREIN DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ROCCO'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON ROCCO'S CHOICE OF LAW PROVISION.

You agree to indemnify, defend, and hold harmless Rocco's and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Service, any products obtained via the Service, or your breach of this Agreement, including but not limited to Rocco's and other parties' intellectual property rights.

ACCESSIBILITY. We value your feedback regarding accessibility and are committed to addressing concerns promptly. Users encountering accessibility barriers are encouraged to contact us via email at customersupport@roccosphotoframes.com. We will make reasonable efforts to resolve issues and accommodate user needs.

MISCELLANEOUS TERMS



1. Dispute Resolution and Applicable Law. Rocco's is committed to customer satisfaction. If you have a problem or dispute, we will try to resolve your concerns. You agree to give us an opportunity to resolve any problems or disputes relating in any way to the Service. If we are unable to resolve the problem or dispute, you may pursue claims as explained herein.

a. The laws of the State of Florida shall govern this Agreement. Any dispute by you relating in any way to your use of the Service shall be submitted to confidential arbitration in the State of Florida. In addition to other remedies available, Rocco's may, in regards to issues regarding violations of Rocco's or another party's intellectual property rights, seek relief from any state or federal court of competent jurisdiction. By using the Service, you hereby consent to and waive all defenses of lack of personal jurisdiction and forum non-conveniences with respect to venue and jurisdiction. Arbitration under this Agreement shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration hereunder shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You further agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to, or connected with the use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose.

b. By using the Service, you agree that Rocco's remedy at law for any actual or threatened breach of the intellectual property provisions herein would be inadequate. As such, Rocco's shall be entitled to specific performance, injunctive relief, or both, in addition to any damages Rocco's may be entitled to recover, along with reasonable expenses incurred by Rocco's for any form of dispute resolution, including, without limitation, reasonable attorneys' fees. No right or remedy of Rocco's shall be exclusive of any other, whether at law or in equity, including without limitation damages, injunctive relief, attorneys' fees and expenses.

2. Waiver of Jury Trial. You hereby knowingly, voluntarily and intentionally waive the right to trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written), or other actions of any party to this Agreement.

3. Entire Agreement. These Terms and Conditions and other referenced documents and policies (specifically including the Privacy Policy) constitute the entire agreement between you and Rocco's, and supersede prior agreements, written or oral, between you and Rocco's. You may not assign this Agreement or any rights or obligations hereunder, in whole or in part, voluntarily or by operation of law. Any purported assignment in contravention of this paragraph shall be null and void. This Agreement does not confer any third-party beneficiary rights. Agreements with third-party providers are separate from this Agreement. Rocco's failure to enforce any right or provision in this Agreement shall not constitute a waiver unless agreed to by Rocco's in writing.

4. Waiver; Severability; Force Majeure. No waiver by Rocco's of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Rocco's to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of this Agreement is deemed void, invalid, or unenforceable for any reason by any arbiter or court of competent jurisdiction, then such provision shall be enforced to the maximum extent possible under applicable law. All provisions of this Agreement are severable, and shall not affect the validity or enforceability of the remaining provisions. Rocco's shall not be liable for any delay or failure to fulfill any obligation under this Agreement resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials ("Force Majeure Event").

5. Notice and Communications. Unless specified otherwise, any notices or other communications to users permitted or required under this Agreement, will be in writing and given by via email or otherwise electronically through the Service. Rocco's encourages you to contact us with questions, comments, and other feedback. Notice and other communications should be sent in writing to customersupport@roccosphotoframes.com or call (786) 305-7176.

We appreciate your business and hope you find Rocco's easy to use and helpful!