



# Terms & Conditions\*

## *1. Acceptance of Terms*

By accessing or using PassedPics<sup>TM</sup>, which allows for the uploading, storage, and viewing of pictures ("Content"), you agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, you must not use the Site.

## *2. User Responsibility*

Customers accept user responsibility for the Content you upload to the Site, including any pictures, captions, and other related materials. By uploading Content, you confirm that you have the necessary rights, permissions, or legal authority to do so, and that the Content does not violate the rights of any third party, including copyright or privacy rights.

## *3. Eligibility*

By accessing or using the Passed Key service, you represent and warrant that you are at least 18 years of age or older. If you are under 18, you may not use the Passed Key service. By agreeing to these Terms and Conditions, you affirm that you meet the age requirement. If we discover that a user is under 18, we reserve the right to terminate their account immediately.

## *4. Content Guidelines*

You agree not to upload Content that:

- Violates any law, regulation, or third-party rights, including intellectual property rights or privacy rights.
- Contains offensive, harmful, or inappropriate content, including but not limited to hate speech, threats, defamation, or pornography.
- Is not related to the purpose of the Site, which is to memorialize individuals through pictures.

We reserve the right to decline any content request that, in our sole discretion, violates these guidelines or is otherwise deemed inappropriate.



## *5. Intellectual Property*

By uploading Content to the Site, you grant PassedPics™ a non-exclusive, worldwide, royalty-free license to use, store, display, and distribute the Content for the purpose of operating and promoting the Site. You retain ownership of the Content, but you grant PassedPics™ the right to use the Content as necessary to provide the service.

## *6. Storage and Security*

While we take reasonable precautions to safeguard your Content, we cannot guarantee absolute security. By using the Site, you acknowledge and accept that uploading and storing Content on the Site carries inherent risks, including the risk of data breaches or loss.

## *7. Account and Access*

If you create an account on the Site, you are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account.

## *8. Privacy*

The handling of your personal information is governed by our Privacy Policy. By using the Site, you consent to the collection, use, and storage of your personal data as described in our Privacy Policy.

## *9. Termination*

We reserve the right to temporarily suspend or permanently terminate your access to the PassedPics.com at any time, and without notice, if you violate these Terms and Conditions, or for any other discretionary reason.



## *10. Limitation of Liability*

To the fullest extent permitted by law, PassedPics<sup>TM</sup> shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from your use of the Site or your inability to use the Site, including any loss or corruption of Content, even if PassedPics<sup>TM</sup> has been advised of the possibility of such damages.

## *11. Indemnification*

You agree to indemnify, defend, and hold harmless PassedPics<sup>TM</sup>, its affiliates, and its employees from and against any claims, damages, losses, or expenses arising from your use of the Site, including any violation of these Terms and Conditions.

## *12. Changes to Terms*

We reserve the right to modify these Terms and Conditions at any time. Any changes will be posted on this page, and the effective date will be updated accordingly. By continuing to use the Site after changes are made, you accept the revised Terms and Conditions.

