## DISCLAIMER / ACCEPTABLE USE POLICY FOR WD WEB

1. <u>Policy.</u> Wedding Details, Inc. a Michigan Corporation, d/b/a WD Web Company, SiteDitto, Lab Images, Wedding Details, Party Details, Professional Photography Supply, MorePhotos and Websites For Organizations, and any and all related entities including but not limited to the companies, products and services found through the following URLS:

http://www.wdweb.com http://www.siteditto.com http://www.websitesfororganizations.com

(hereinafter "WD WEB") have adopted this Privacy Policy to notify you of WD WEB's treatment of personal or personally identifiable information ("Personal Information") that may be collected by WD WEB when you are on a WD WEB website and when you use WD WEB's services. This Privacy Policy does not apply to the practices of companies that WD WEB does not own or control, or to individuals that are not under WD WEB's actual control.

2. <u>Collection and Use of Personal Information.</u> WD WEB may collect Personal Information when you use certain services on a WD WEB website. Specifically, WD WEB uses your Personal Information to help you complete a transaction, to communicate with you, to provide service and support, and to update you on services and benefits. The types of Personal Information you provide to WD WEB on it web pages may include, name, address, phone number, e-mail address, user IDs and passwords, billing and transaction information, credit card information, and other information. WD WEB uses this Personal Information to fulfill requests for our services or products, to contact users regarding changes to our web site or business, and to customize the content that you might see on the WD WEB web site. WD WEB may also collect data about usage and service operation that is not associated with specific personal identity. In particular, WD WEB may log your IP address when you use the WD WEB web pages or collect other information via cookies to evaluate how visitors use the WD WEB web sites.

3. <u>User Choice.</u> WD WEB does not use your Personal Information for advertisements, either for its own purposes or that of a third-party. Therefore, it is unnecessary for you to be able to opt-out of communications or choose particular types of information to receive since the only communications from WD WEB to you are absolutely necessary to provide its services.

4. <u>Sharing and Disclosure of Personal Information.</u> WD WEB will not sell, rent, lease, or transfer your Personal Information to any individual, business, or government entity, unless to: (i) respond to duly authorized information requests of governmental authorities; (ii) comply with any law, regulation, subpoena, or court order; (iii) help prevent fraud or to enforce or protect the rights and properties of WD WEB; or (iv) to protect the personal safety of WD WEB employees and third parties on WD WEB property. WD WEB will share your Personal Information with other entities only upon written request from you that WD WEB share such information.

5. <u>User Account Access.</u> WD WEB assigns you a username and password for access to WD WEB's services. You have the ability to edit your Personal Information at any time, and may request that WD WEB delete your account at your convenience. Under no condition will WD WEB share your user account information with another individual, business, or governmental entity, unless ordered to do so by a court of law pursuant to legal process.

6. <u>Protection of Personal Information</u>. All user account pages, such as web pages that display personal information, such as credit card data, names, and addresses, are protected with Secure Socket Layer ("SSL") encryption. All user accounts must be accessed with usernames and passwords. You are advised not to share your username and password with any other person. Unfortunately, no security system can be guaranteed to be 100% secure. WD WEB does use all commercially reasonable efforts to protect your Personal Information, but you provide all such information at your own risk.

7. <u>Data Integrity.</u> WD WEB works to ensure that any Personal Information, which is used for billing purposes only, is accurate, complete, current, and relevant.

8. <u>Enforcement.</u> WD WEB Safe Harbor Compliance Committee is responsible for verifying that the Privacy Policy is accurate, comprehensive, available to you, implemented, and in compliance with Safe Harbor principles. WD WEB ensures all necessary employees are trained on the Privacy Policy. Any complaints that are not satisfactorily resolved by the Safe Harbor Compliance Committee can be referred to the European Data Protection Authorities for

investigation and resolution.

9. <u>Amendments.</u> WD WEB reserves the right to amend this Privacy Policy at any time. When and if the terms of this Privacy Policy are amended, WD WEB shall post a notice of changes on its web site and update the "Effective Date of Privacy Policy" date at the bottom of this page.

10. <u>Contact.</u> Should you have any questions regarding this Privacy Policy, you may contact WD WEB directly by emailing <u>support@wdweb.com</u> or write to us at the following address:

WD Web Company 10850 E. Traverse Hwy. Suite 2225 Traverse City, MI 49684 Idheres to the US Safe Harbor

WD WEB adheres to the US Safe Harbor privacy principles. For more information about the Safe Harbor framework or our registration, see the Department of Commerce's web site at <a href="http://http://www.export.gov/safeharbor/">http://http://www.export.gov/safeharbor/</a>.

## Acceptable Use Policy

Wedding Details, Inc. a Michigan Corporation, d/b/a WD Web Company, Lab Images, Wedding Details, Party Details, Professional Photography Supply, MorePhotos and Websites For Organizations, and any and all related entities including but not limited to the companies, products and services found through the following URLS:

http://www.morephotos.com http://www.labimages.com http://www.wdweb.com http://www.weddingdetails.com http://www.professionalphotographysupply.com http://www.partydetails.com http://www.websitesfororganiztions.com http://www.siteditto.com

(Hereinafter "WD WEB") have adopted this Acceptable Use Policy ("AUP") to help enhance the use of the Internet by preventing unacceptable use. All users of WD WEB's software, products and services (the "Services") must comply with this AUP. WD WEB does not actively monitor, censor, or directly control any information that is stored or transmitted through the Services. We do not exercise editorial control over any content or uses of the Services except for our proprietary websites. But we reserve the right to delete any material, at our sole discretion, that may be illegal, subject us to liability, or violates the rules of this AUP. Violation of the rules of this AUP may result in suspension or termination of your Services. Furthermore, we expressly reserve our rights under the law to take any other actions we deem necessary. You remain solely liable for your use of WD WEB's services and any content that you upload, download, or transmit through them. You must exercise best efforts to ensure the security and integrity of your network or systems used to access the Services. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

- 1. Prohibited Uses. By Using WD WEB or any other related Service, You agree to the following additional terms:
  - a. **Spam.** Users may not use the Services:
    - I. To send mass unsolicited e-mail to third parties;
    - ii. To distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
    - iii. To solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam.
  - b. Third party rights. Users may not use the Services:
    - I. To copy material from third parties without proper authorization;
    - ii. To misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party.
  - c. Illegal. Users may not use the Services:
    - I. To traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
    - ii. To export encryption software to points outside the United States in violation of applicable export control laws;
    - iii. In any manner that violates applicable law;

In connection with any tortious or actionable activity.

d. **Privacy.** Users may not use the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person.

- e. Harm. Users may not use the Services:
  - i. To threaten persons with bodily harm, to make harassing or abusive statements or messages:
  - ii. To solicit the performance of acts or services that are illegal under applicable law;
  - iii. In connection with any other disruptive or abusive activity.
- f. Network disruption and viruses. Users may not use the Services:
  - i. To cause denial of service attacks against WD WEB or other
    - network hosts or Internet users or
    - to otherwise degrade or impair the operation of WD WEB's servers
    - and facilities or the servers and facilities of other network hosts or Internet users;
    - ii. To post messages or software programs that consume excessive
    - CPU time or storage space; iii. To offer mail services, mail forwarding capabilities, POP accounts or autoresponders
      - other than for the User's own account;
    - iv. To resell access to CGI scripts installed on WD WEB's servers;
    - v. To subvert, or assist others in subverting, the security or integrity of any WD WEB's systems facilities or equipment;
    - vi. To gain unauthorized access to the computer networks of WD WEB or any other person;
    - vii. To provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;
    - viii. To (A) forge the signature or other identifying mark or code of any other person,
      - (B) impersonate or assume the identity or any other person, or
      - (C) engage in any other activity (including "spoofing")

to attempt to deceive or mislead other persons regarding the true identity of the User

(excluding the use of anonymous remailers or Internet nicknames);

- ix. To distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
- x. To conduct port scans or other invasive procedures against any server (except on servers for which the User is an authorized system administrator);

g. **Against WD WEB.** Users may not use the Services in any manner that might subject WD WEB to unfavorable regulatory action, to any liability for any reason, or adversely affect WD WEB' public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by WD WEB in its sole discretion.

2. You understand that WD WEB may, at its discretion, conduct periodic reviews of your content. WD WEB may take immediate corrective action if it becomes aware of any possible violation by you of this Agreement, any related policies or guidelines, third party rights, or laws, which, in WD WEB' sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes WD WEB to civil or criminal liability or public ridicule. Violations of this Agreement in regard to content may, at WD WEB sole discretion, result in the your website being taken offline until the content complies fully with the Agreement's regulations and/or result in your account being terminated and all content and data being deleted from WD WEB servers with no refund due you for any pre-paid service time. All amounts due for the billable contract period will be due upon termination. WD WEB right to take corrective action, however, does not obligate us to monitor or exert editorial control over the information made available for distribution via the Services.

3. WD WEB reserves the right to revise, amend, or modify this AUP, our service agreements and our other policies and agreements at any time and in any manner. Any modifications are effective upon posting. By using the Services, you are agreeing to comply with the most recent AUP, so users should refer to the current version as posted.

Last Updated: 04/12/2016