TERMS OF USE

INTRODUCTION

Welcome to WWW.IMGWORLD.COM (also referred to in these Terms of Use as "this site"). This site is owned by IMG Worldwide, Inc. (referred to in these Terms of Use as "IMG"). Please direct any questions or comments concerning these Terms of Use below or the Privacy Policy tolegal@imgworld.com. PLEASE READ THE TERMS AND CONDITIONS OF THESE TERMS OF USE AND OUR PRIVACY POLICY CAREFULLY BEFORE USING THIS SITE.

By accessing and using this site, you confirm your agreement to these Terms of Use and the Privacy Policy. If you do not agree to or do not want to be bound by these Terms of Use, you are not authorized to use this site and should immediately exit this site. IMG reserves the right, at our discretion, to amend the Terms of Use, and to change, add, remove, or otherwise modify any aspect, content or feature of this site at any time. Please check these Terms of Use periodically for any changes. Your continued use of this site following the posting of changes to these Terms of Use shall constitute your binding acceptance of any such amendments, modifications, additions or deletions.

ELIGIBILITY

You must be 13 years of age or older to visit or use this site in any manner, and, if under the age of 18 or the age of majority as that is defined in your jurisdiction, must use this site under the supervision of a parent, legal guardian, or other responsible adult. By visiting this site or accepting these Terms of Use, you represent and warrant to IMG that you have reached the age of majority in your jurisdiction, and that you have the right, authority and capacity to agree to and abide by these Terms of Use. You also represent and warrant to IMG that you will use this site in a manner consistent with any and all applicable laws and regulations.

OWNERSHIP

All content included on this site, including, without limitation, text, graphics, images, designs, artwork, photographs, logos, audio or video clips, digital downloads, data compilations and software, is the property of, or licensed to, IMG or is the property of IMG's content suppliers or licensors and protected by the laws of the United States and other countries and international treaties. The compilation of all content of this site is the property of IMG's marks indicated on the site are registered trademarks of IMG. All other marks that are not owned by IMG that appear on this site, such as those of IMG's clients, are the property of their respective owners, which may or may not be affiliated with or connected to IMG. All of the above marks may not be copied, downloaded or otherwise exploited without the permission of IMG or the owner of such marks.

LICENSE AND SITE USE

IMG grants you a limited license to access and make personal, non-commercial use of this site. In accordance with these Terms of Use, you are not permitted to download any material (including, without limitation, software, text, graphics or other content), except for printing single copies of pages (for personal, non-commercial use provided that all copyright and proprietary notices are maintained) frame or link to any page within or modify all or part of the site. You may not redistribute, sell, de-compile, reverse engineer, disassemble or otherwise reduce to a human-readable form any software that you are permitted to download from the site hereunder, except as may be permitted by law. You further agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. Except only as expressly provided herein, this site (or any derivative work version of it), its contents and any member or account information may not in any form or by any means now known or hereafter developed be reproduced, displayed, downloaded, uploaded, published, repurposed, posted, distributed, transmitted, resold, or otherwise exploited for any commercial purpose without IMG's prior express written consent. All rights not expressly granted to you above, including ownership and title, are reserved for the owner and not transferred or licensed to you.

YOUR ACCOUNT

If you use this site, you are responsible for maintaining the confidentiality (as applicable) of account information, credit card information, usernames, passwords and IDs that may be required to use the site from time to time ("Account Information") and for restricting access to your computer or other devices, and you agree that you are responsible for all activity that occurs under or with the use of your Account Information (including, without limitation, usernames and password). You agree to notify IMG immediately of any unauthorized use of your account or password, or any other breach of security. IMG's site security policies are contained in this site's Privacy Policy. IMG reserves the right in its sole discretion to refuse access to this site or the products and

services provided through it, terminate accounts and usage rights, edit, or remove content or "submissions" (as defined below) and cancel orders or requests for materials made through this site.

SUBMISSIONS

Any information or materials you transmit, upload or otherwise submit to this site (including, without limitation, comments, reviews, email messages) or any creative suggestions, ideas, notes, drawings, concepts or other information sent to this site or other means of transmission or delivery, shall be collectively referred to as "submissions." You agree to accept sole responsibility for, and assume all liability associated with your submissions. We do not claim ownership of your submissions. However, if you transmit or otherwise deliver submissions to IMG, you grant IMG a nonexclusive, royalty-free, perpetual, irrevocable (or the longest period permitted under law) license (with the right to sublicense and assign) to use, reproduce, modify, adapt, publish, translate, publicly perform and display, transmit, make, sell, create derivative works from and distribute such submissions or incorporate such submissions into other works in any form or medium and through any means or modes of distribution or technology now known or hereafter developed subject to IMG's Privacy Policy. You hereby agree and represent to IMG that you own or have been granted the necessary intellectual property and other rights in the submissions (including, without limitation, a waiver of any applicable moral rights) to grant such license to IMG that no such submissions are, or shall be, subject to any obligation of confidence on the part of IMG and that IMG shall not be liable for any use or disclosure of any submissions. IMG will use your submissions in accordance with IMG's Privacy Policy. However, IMG shall be entitled to unrestricted use of the submissions for any purpose whatsoever, commercial or otherwise, without notice to or compensation to the provider of the submissions.

CONTENT LINKED TO THIS SITE

Please exercise discretion while browsing the internet using this site. You should be aware that while you are on this site, you could be directed to other websites that are beyond our control. There are links to other sites from this site's pages that take you outside this site. This includes links to organizations, fan clubs, advertisers, and regional sections, as well as sites maintained by IMG sponsors, IMG clients, IMG events, IMG affiliates and IMG content partners (among others) that may or may not use our logo. These other sites may send their own cookies to users of their sites, collect data, or solicit personal information. These other sites may contain content or information that you may find inappropriate or offensive. IMG reserves the right (but shall have no duty) to disable links from these third party sites to this site. IMG makes no representations concerning the content of sites linked to this site or listed in any of our directories. Consequently, IMG cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in our search results or otherwise linked to this site.

DISCLAIMER

THE MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IMG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IMG DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVERS THAT MAKE SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IMG DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

IMG explicitly disclaims any responsibility for the accuracy, truthfulness, completeness, content, or availability of information found on sites that link to or from this site. IMG cannot ensure that you will be satisfied with any products or services that you purchase from a third party site that links to or from this site or third party content on our sites. IMG does not endorse any of the merchandise (if any) except as expressly provided, nor has IMG taken any steps to confirm the accuracy or reliability of any of the information contained in such third party sites or content. IMG does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against us with respect to such sites and third party content. IMG strongly encourages you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

INDEMNIFICATION

You are entirely responsible for maintaining the confidentiality and security of your Account Information and for all activities that occur under your account. You agree to indemnify, defend and hold IMG and IMG's affiliated companies and their respective officers, directors, employees and agents harmless from and against any third-party claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including, but not limited to, the costs of collection, reasonable attorneys' fees and other reasonable costs of defense or enforcing your obligations hereunder) resulting from or arising out of any breach or non-compliance by you of these Terms of Use, any of your representations or misuse of this site or of any site linking to this site, and any claim brought by persons or entities (other than the parties to this Agreement) arising from or related to your access to and use of this site. You shall use your best efforts to cooperate with us in the defense of any claim.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL IMG BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE ACCESS TO, USE OF, OR THE INABILITY TO ACCESS OR USE, THIS SITE OR MATERIALS OR FUNCTIONS ON THIS SITE, EVEN IF IMG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL IMG'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT OF YOUR ACTUAL AND PROVEN DAMAGES.

JURISDICTIONAL ISSUES

You agree that all matters relating to your access to or use of this site, including all disputes, will be governed by the laws of the United States and by the laws of the State of New York without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in New York, New York, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a user based in the European Union. If you are a user based outside the United States, you may make a claim in the courts of the country where you reside. However, IMG makes no representation that materials on this site are appropriate or available for use in any particular location. Those who choose to access and use this site do so on their own initiative and are responsible for compliance with federal, state, and local laws, rules, codes, regulations and ordinances, as applicable. Unless otherwise specified, the materials in this site are presented solely for the purpose of promoting IMG, its clients, events, products and services and its sponsors and advertisers available in the United States and its territories, possessions and protectorates. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

TERMINATION

These Terms of Use are effective until terminated by either party. Your access to this site may be terminated immediately without notice from us for any reason, including without limitation, if, in our sole discretion, your failure to comply with any term of these Terms of Use. Upon such termination, you must cease use of this site and destroy all materials obtained from such site and all copies thereof, whether made under the terms of these Terms of Use or otherwise. You may terminate at any time by discontinuing use of this site. Upon such termination, you must destroy all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of Use or otherwise.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512, IMG reserves the right, but not the obligation, to terminate your license to use the site if it determines in its sole and absolute discretion that you are involved in infringing activity, regardless of whether the material or activity is ultimately determined to be infringing. In addition, pursuant to 17 U.S.C. Section 512(c), IMG has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All notifications of claimed infringement should be sent to the Service Provider's Designated Agent. Notification must be submitted to the following

Designated Agent:

By Mail:

IMG Worldwide, Inc. IMG Center, Suite 100 1360 E. 9th Street Cleveland, Ohio 44114-1782 United States of America (216) 522-1200 Attention: Legal Department

By fax: 216-436-3187, Email: legal@imgworld.com

To be effective, any written notice regarding defamatory or infringing activity must be a written communication that includes the following information:

A physical or electronic signature of the person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials;

Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory, and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit IMG to locate the material;

Information reasonably sufficient to permit IMG to contact you, such as an address, a telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

GENERAL PROVISIONS

By visiting this site you agree that the Terms of Use shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law, and that any action at law or in equity arising out of or relating to these Terms of Use and the Privacy Policy (below) shall be filed only in the state or federal courts located in Cuyahoga County, Cleveland, Ohio and you hereby consent and submit to the exclusive venue and personal jurisdiction of such courts for the purposes of such action. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between us relating to the subject matter herein, supersede all prior or contemporaneous communications and proposals, whether oral or written, and shall not be modified except in writing, signed by both parties. IMG will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. IMG's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by IMG of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between IMG and you or any other party be deemed to modify any provision of these Terms of Use. You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of IMG. Any assignment of the foregoing other than as provided for in this section shall be null and void, ab initio. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the site or access to the site. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

©IMG Worldwide, Inc. All rights reserved.

Last Updated on July 26, 2011