

Terms of Service

This Terms of Service Agreement (the "Agreement") is an agreement between you (the "User") and TK Images ("TK Images", "we", or "us"). We provide users with access to certain materials (as defined below) to help our customers showcase their properties by providing general and personalized content, communication tools and images directly through the website and associated domains of <http://www.tkimages.com> (the "Site"). We've tried really hard to keep this Agreement as readable and straight forward as possible. If you have suggestions that can help us improve it or an questions about this Agreement, please email us tkimages@tkimages.com and let us know. This Agreement explains our obligations to you, and your obligations to us. This Agreement is the entire Agreement between us. By using the Site in any way you are agreeing to comply with these terms, our Privacy Policy and any other legal notices or conditions or guidelines posted on the Site which we may update without notice and encourage you to check out here at any time.

1. Material We Own:

All material and services available on the Site, and all material and services provided by or through TK Images, its employees, agents, or other commercial partners including, but not limited to, images, all informational text, contractual documentation, design of and "look and feel," layout, photographs, graphics, audio, video, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the "Materials"), are owned by us or other parties that have licensed their material or provided services to us, and are protected by copyright, trademark, trade secret and other intellectual property laws. All TK Images trademarks and service marks, logos, slogans, taglines and photos are the property of TK Images. All other trademarks, service marks, logos, slogans and taglines are the property of their respective owners. Except as otherwise specifically provided herein, nothing should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or taglines displayed on TK Images without our express written permission, or the express written permission of such third-party that may own the trademark, service mark, logo, slogan or tagline.

2. Right To Use Our Material:

All the information mentioned on the site is for your information and promotion. This does not permit you, and you agree not to: store, copy, reproduce, republish, modify, upload, translate, scrape, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Materials or otherwise distribute in any way the Materials other than as specifically permitted in this Agreement. You may not sell, assign, grant a security interest in or otherwise attempt to transfer any right in the Materials, create derivative works based on or in any manner commercially exploit the Materials, in whole or in part, other than as expressly permitted in this Agreement. Any use of the Materials for any purpose other than as specifically permitted herein or without our prior consent or the prior written consent from us, as applicable, is expressly prohibited. We reserve all rights not expressly granted in this Agreement.

3. Material You Provide To Us:

Please review our Privacy Policy.

4. Copyright Policy

If you believe any Materials infringe your copyrighted works, you may provide a notification of claimed copyright infringement to us for copyright complaints tkimages@tkimages.com

5. Rules

You agree to all of the following:

- a. You hereby certify that you are at least 18 years of age.
- b. You will ensure the email address provided to schedule an appointment is valid at all times and will keep your contact information accurate and up-to-date.
- c. You will not use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or insider trading.
- d. You will not use the Services or Materials if you are located in a country embargoed by the U.S., or are on the U.S. Treasury Department's list of Specially Designated Nationals.
- e. You will not use the Services or Materials to impersonate another person.
- f. You may not send unsolicited messages (also known as junk mail or SPAM) to promote any website published on the Site.
- g. You will not attempt to or actually override any security component included in or underlying the Materials or Services.
- h. You will not attempt or engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on TK Images' infrastructure.

6. Fees

For information, please visit <http://tkimages.com/pricing.html> and <http://tkimages.com/commpricing.html>

7. Other:

You acknowledge that a violation or attempted violation of any of this Agreement will cause such damage to TK Images as will be irreparable, the exact amount of which would be impossible to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that TK Images shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as to recover from you any and all costs and expenses sustained or incurred by TK Images in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

In no event shall you be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of TK Images, the exploitation of any advertising or other materials issued in connection therewith, or the exploitation of the Site or any content used or displayed through the Site.

8. Miscellaneous:

- a. If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect.
- b. If we fail to enforce any of this Agreement, it will not be considered a waiver.
- c. Any amendment to or waiver of this Agreement must be made in writing and signed by us.
- d. All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- e. This Agreement does not confer any third party beneficiary rights.
- f. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.