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If you create an Account, you agree:

- 1) That you are and shall be responsible for maintaining the confidentiality and security of your Account and Password, and for restricting access to your computer and your Password;
- 2) Not to transfer, lease, assign, or sublicense any Password without PHOTO BAKE SHOP®¹ prior written consent;
- **3)** Not to circumvent the password restrictions on the Website, nor allow others to do so on your behalf;
- 4) Not to use anyone else's Password; and
- **5)** To notify PHOTO BAKE SHOP® immediately upon discovery or suspicion of compromise of the confidentiality of any Password.

You acknowledge and agree that you shall be solely liable and responsible for all activities that occur under your Account or Password. You further agree that PHOTO BAKE SHOP® shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, your use of your Account or Password by you or anyone other than PHOTO BAKE SHOP®.

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- (c) amounts to political campaigning, commercial solicitation, "pyramid" or similar scheme;

chain letters, mass mailings, or any form of "spam;"

- **(d)** seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (e) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- (f) violates any law or the Terms, or may be considered to violate any law or the Terms;
- **(g)** you do not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);
- (h) advocates or promotes illegal activity;
- (i) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
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brought in connection with a dispute arising under these Terms, the Privacy Policy and/or the Additional Terms shall be joined to an arbitration or case involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Website or these Terms, the Privacy Policy and/or the Additional Terms must be brought within one (1) year after such claim or cause of action arises.

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Questions or comments regarding the Website, these Terms, the Privacy Policy and/or the Additional Terms should be directed to:

Photo Bake Shop LLC 20 Calais Drive Reading, PA 19605

Email: photocookies@comcast.net

Effective Date: July 8, 2015

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