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Indemnity

To the fullest extent permitted by law, you agree to indemnify and hold LIGHTBOX, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents, and licensors harmless from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, arising out of (i) the information or material you submit, including, but not limited to, liability for violations of copyrights, trademark rights, trade secret rights, or any other intellectual property rights, or the privacy or publicity rights of others, or liability for information or material you provide that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity, or is fraudulent or deceptive, (ii) your use or unauthorized copying of the Services or any of their content, or (iii) your violation of these Terms of Use or any applicable laws or regulations.

Disputes and Applicable Law

These Terms of Use are governed by the laws of the United States and the State of New York, without giving effect to any principles of conflicts of laws.

Notice and Procedure for Making Claims of Copyright Infringement

LIGHTBOX will respond to claims of intellectual property infringement. We will promptly investigate notices of alleged infringement and will expeditiously remove infringing material once informed. Notifications of claimed copyright infringement should be sent to copyright@openlightbox.com. To be effective, the notification of infringement must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is in question;
2. A description of the copyrighted work in question, or, if multiple copyrighted works at a single online site are covered by a single notification, a list of such works at that site;
3. A description of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and a description of where the alleged infringing material can be found;
4. Your address, telephone number, and email address;
5. A statement that outlines the complaint, and a description of why the use of the content is thought to be infringing on the rights of the copyright holder;
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

In accordance with the Digital Millennium Copyright Act and other applicable laws, we have adopted a policy of terminating accounts and/or pursuing other remedies, at our sole discretion, if we suspect that the account holder has infringed the intellectual property rights of LIGHTBOX or any third party.

LIGHTBOX Copyright Claims

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Fax: 1-866-449-3445

E-mail: copyright@openlightbox.com

Communication with LIGHTBOX

You may contact us at:

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New York, NY
10001 USA

Tel: 1-866-649-3445

Fax: 1-866-449-3445

E-mail: questions@openlightbox.com

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