



TERMS OF SERVICE FOR PHOTOGRAPHERS

Welcome to Photato! We assure you that We shall try to make this easy and beneficial for You. But, we request you to read these Terms of Service carefully, as they along with the terms and conditions ([Click Here](#)) and Privacy Policy ([Click Here](#)), contain important information regarding your rights, obligations and service conditions and constitute Your entire agreement with Us.

For the purposes of this section, You, Photographer means the Photographer and We, Us means Photato.

By accessing the platforms, enrolling for listing with Us, subscribing to using Our service, signing up or using any services available on the Site, You agree to comply with and be legally bound by these Terms, whether or not you become a registered user of the Services. If you disagree with any part of these Terms, you may not access and/or use the Platforms or any part thereof.

In order for a Photographer to be part of Photato, and post anything on our Platforms, or solicit Customers therein, the Photographer needs to register for a Photato account (“Account”) and provide information which include their email address, full real name, name of organisation (if any represented) and, if applicable, of the natural person who may act as Photographer’s authorised representative, his living or business address, date of birth and other information as mandated. Sometimes, we may require certain other information like, credit/debit card details, PAN card details etc. You are required to make a payment as per your subscription. The details of the amounts payable by You, will be communicated based on the nature of your requirement.

Photographer must declare that they are eligible and have legal capacity to enter into this agreement. Minors are only permitted if they have the express written consent of their legal guardians. The Photographer will submit such consent and /or declaration to Photato within the next 2 working days. Minors’ legal guardians are solely responsible for the conduct of the minors and bear the consequences of any misconduct.

By accessing and using our Platforms, You hereby understand and acknowledge that You will not to use the Platforms to find or connect with a customer and provide services independent of the Platforms, in order to circumvent the obligation of payment of fees related to Our provision of the services on the Platforms or for any other reasons. You understand that non-compliance or neglect of this term may lead to legal proceedings, against You.

You agree, accept and acknowledge that We neither hire nor employ, are in a joint venture, partnership, licensing or agency relationship with You in any way. We merely provide a Platform to connect You with the Customer as per their requests.

We may allow the Customer to place a request for an event. And have the Photographers respond to them. Please note that there are only limited numbers of responses to each Customer that We allow. Therefore, the Photographer is required to be diligent and respond on time. We may also, allow the Customer to place the request for a specific Photographer directly.

The Photographer enters into a contract for service directly with the Customer. We are merely involved in showcasing the Photographers’ works of art on our Platforms and collecting Customer requirements, helping the Photographer and Customer identify and reach



out to each other more conveniently. However, the contracting, collaboration and fulfilment of a Booking are in fact between the Customer and Photographer.

We may provide a medium for exchange of money between Customers and Photographers. The Photographer and Customer are in charge of determining and discussing the rates, negotiating prices, timings, expenses including the travel expenses, mode of payment, time of payment, taxes (such as service tax) as applicable. We do not negotiate on Your behalf.

If necessary, the Photographer undertakes to provide the Customer with a customised package as per the requirements of the customer and You agree and acknowledge to make all necessary arrangements for the same.

It is the Photographers' discretion to post any work of art, including the photograph and videos, subject to customer approval. We merely display Your work of art and do not in any way, warrant, endorse or guarantee the quality and/ or successful completion of the work with the Customer. You accept and agree to indemnify Us in case of any claims made in respect thereto.

We will notify You of the details and requirements of a Client who requires Your services, and additional services, if any. You accept, agree and acknowledge that Photato does not and cannot guarantee that You will be selected to provide any Photography Services or that any Customer will hire you to provide Photography Services for which you have indicated you are available.

You accept, agree and acknowledge that We provide the Platforms for the purposes of connecting Photographers with potential Customers and that there is no employment, part-time employment, consulting, or joint-venture relationship or the like, between Us and You.

You accept, agree and acknowledge that You are independent and We are not responsible in any manner for tax purposes, workers compensation purposes and all other purposes and We shall have no responsibility for any obligations incurred or assumed. Photato is not obligated in any way to provide any employment related or other related benefits, and Photato is in no way liable to ensure these mandates for or on Your behalf.

Even though, Photato has no obligation to pre-screen any of Your content, We reserve the right to screen, refuse or remove in our sole discretion any content or work of art. By these Terms, You hereby provide your irrevocable consent to such monitoring. You accept, agree and acknowledge that You have no expectation of privacy concerning transmission of content, communication or work or art including without limitation chat, text, or voice communications etc. Without limiting the foregoing, We shall have the right to remove any content that violates the Terms or is otherwise objectionable.

INTELLECTUAL PROPERTY

Any Content that you may provide (all information, data, text, images and/or other materials accessible through the Platforms made available through the Platforms by You), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Service Providers. Nothing transfers to You or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these



Terms. Photato reserves all rights not granted in these Terms. Any photograph, videos, film or other work of art, that is, posted on our portals is our intellectual property.

NON-DISCLOSURE

You may be required to enter into a Non-Disclosure Agreement with the Customer in some cases. We will make our best efforts to provide such information to You, but it is Your responsibility to ensure that You cater to such requirements of the Customer prior to entering into and/or commencing Your contract for service.

RESCHEDULING – Upon the request made by the customer, if, the Photographer is not be available for such rescheduled date, the amount will have to be refunded to the customer, subject to cancellation policy as mutually agreed between photographer and customer.

TERMINATION – You cannot terminate the Agreement with Us, without prior written information and giving a notice of at least 15 days.

If You terminate Your agreement with the customer, for any reason whatsoever, including for convenience, You are liable to pay a full refund to the customer for any amounts paid. You also agree to indemnify Us against any real or perceived threat of damages, compensation or any other legal proceedings by the customer against Us.

In case of Your failure to respond and/or attend to a maximum of 5 customers, consecutively, Photato reserves its right to terminate its agreement with You. There will be no refund of Your subscription amount, if paid, in such case. Photato reserves its right to also recover from You the damages caused to it, by such actions.

You hereby grant Us permission to use copies of the photographs and video(s) produced for you under this service agreement, including your image, likeness and voice contained therein, for limited marketing purposes in perpetuity.

You are responsible for any and all permits, licenses and approvals needed to photograph and perform photography and video services, if applicable, at any location, unless You and the customer agree to the contrary.

All modifications to contracted services are subject to applicable pricing and promotions at the time of the requested change.

You hereby agree, acknowledge and warranty that that all work of art, You provide to the customer shall be free from material defects in materials or workmanship, excluding normal wear and tear, cosmetic aging, and damage caused by mishandling or improper storage.

In the event any provision of this agreement is held by a proper authority to be prohibited by law or unenforceable, such provision shall be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver of any breach or failure to enforce any term of this agreement will not be deemed a waiver of any subsequent breach or right to enforce which may thereafter occur.

The Photographer is free to remove his work of art, including the photograph and videos or delete their entire account at any time. However, the Photographer shall complete any active tasks that remain pending as on that date. Any failure to complete the said tasks, will expose



the Photographer to necessary proceedings, from Photato and/or the customer. The Photographer further agrees to indemnify Photato against such tasks or the failure to perform thereof.

The Photographer shall take all necessary steps to ensure that the protection of his account and more particularly, that the password is kept confidential. If there is any apprehension or sign of misuse of the account, the Photographer shall notify Photato immediately by contacting photographer-support@photato.in.

INDEMNITY, DISCLAIMERS AND WARRANTIES

We presume that all information provided to Us is true, complete and accurate and nothing material is concealed from Us. Photato reserves the right to suspend/ terminate Your account, services and all future use of any of its Platforms in case of reasonable apprehension or proof of the same. You accept, agree and acknowledge that You will not create any account on a false identity or information or on behalf of someone other than Yourself or unless You are legitimately authorised to do so.

You agree to release and hold harmless Photato and any of its third party service providers from any and all other claims arising out of the use of its portals and /or Your engagement by the customer.

You agree to indemnify Photato against any claims that is made with respect to the quality of the service provided and/or the quality of the products provided to the customer.

You represent that You have necessary equipment, qualifications, experience and ability to provide services provided on the Platforms. You also represent and warrant that You will use your best efforts to provide the services and produce high quality works of art for any confirmations and/or bookings which You have accepted. You represent and warrant that You will make your best efforts and endeavour that the outcomes are satisfactory to the customers.

You also warrant and endeavour that the works of art shall be delivered within agreed time frame after You have accomplished rendering the services unless there is an agreement for different arrangements between You and the Customer, which shall be noticed to Us in writing.

Photato shall not be liable for any indirect, incidental, special or consequential damages of any kind.

Photato and any of its third party service providers will not be liable or otherwise responsible for any failure or delay in providing its services under this agreement due to any events beyond the reasonable control of Photato including, but not limited to, acts of God or elements of nature (including fire, flood, earthquake, storm, hurricane, or other casualty), war, civil commotion, labor disputes, strikes governmental regulation or restriction and weather conditions.

Photato does not guarantee the successful completion of the engagement with the Customer.



Photato shall not be liable for any alleged misconduct or infringements of the Photographer's work.

You accept, agree and acknowledge that Photato will have no obligation to provide You with any support or maintenance with respect to its Platforms.

Photato disclaims any liability for any successful or unsuccessful booking made by and between the Photographer and the Customer and the services provided thereon and the Photographer hereby, agrees to indemnify Us totally in any such case.

The Photographer is solely responsible for his conduct. Photographer warrants that he will use his Account and the space in accordance with these Terms and the terms and use and privacy policy.

The Photographer is solely responsible for his works of art and for any private or public obligations and liabilities in connection with it. The Photographer warrants that he owns the rights to such works of art submitted to or otherwise published are in accordance with these Terms and the terms and use and privacy policy and do not infringe any third-party rights or any applicable law/s.

Since We are not involved in the actual contracts between Photographers and Customers or in the fulfilment of a booking and /or service, in the event that You have a dispute with one or more Users, you hereby release Photato, its affiliates, and third party providers (and its directors, officers, employees, agents and investors) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Photato reserves the right, but has no obligation, to intercede in any disputes between Users.

Photato will not and cannot be liable for any loss or damage arising from the Photographer's failure to comply with the above requirements.

RULES FOR CONTENT

We reserve the right, in our sole discretion, to monitor and screen all User Content submitted to the Sites and may disregard any User Content that, in our sole discretion, violates these Rules or the Terms, or that we otherwise find objectionable. Please follow these Rules as you upload any Content:

- a. Photographer shall use Photato in accordance with the applicable law/s and any inappropriate or illegal use is prohibited.
- b. Content must be yours. All Content must be original with you, not copied from someone else's work, and you must have all rights in the Content;
- c. All persons who have any right in of the Content sought to be uploaded by You or have contributed in any way or otherwise appear in the Content have given you permission to upload and distribute the Content on our Platforms.
- d. If you choose to publish/upload photos to the Platforms, link to embedded videos, or include other images of real people, make sure that it is with their express permission to submit it, and if that person is a minor in the jurisdiction in which they live, with the express permission of his/her parent or legal guardian. In case of an animal or a pet, you must have permission of the owner to do so. If you choose to publish or upload



such photographs, we shall assume that You have secured the necessary permissions and the onus is on You to do the needful.

- e. You must not impersonate another person or entity.
- f. Please act appropriately. Express yourself with non-offensive individual self-expression. Be respectful of others opinions and comments so we can continue to build the Platforms for everyone to enjoy. If you think your Content might offend someone or be embarrassing to someone, refrain from putting it up. Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your Content may not threaten, abuse or harm others. Your Content may not include any negative comments that are connected to race, national origin, religion, gender, sexual preference or physical or mental disability or that are defamatory, slanderous, indecent, obscene, vulgar, offensive, pornographic, sexually explicit, lewd, lascivious, abusive, harmful, threatening, or harassing. You may not invade the privacy of any person, including posting personally identifying or otherwise private or sensitive information about a person without that person's consent or harvesting personally identifiable information about anyone.
- g. Don't upload third party materials. Your Content should not contain any visible logos, phrases or trademarks or other third party materials. Do not use any Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet.
- h. Your Content on our website may not advertise or promote a product or service, other than Ours or that, which is supported by Us. You may not use your Content for solicitation or to raise money for anyone, any organization (including charitable organizations), or for a pyramid or other multi-tiered marketing scheme or other such similar solicitation.
- i. Do not contact Users/Clients/Customers who do not want to be contacted. You may not contact anyone who has asked not to be contacted. You may not make unsolicited contact with anyone for any commercial purpose; among other things, you may not email or message or use such other methods as are available on the Platforms, Users who have not indicated in writing that it is acceptable to contact them.
- j. Do not upload Content that is inappropriate or illegal. Your Content shall not promote any illegal activity. Your Content may not advertise any illegal service or product, or the sale of any items the sale of which is prohibited or restricted by any applicable law. If someone could go to jail or be susceptible for legal proceedings, for taking action suggested by your Content, don't upload or post it. If you do upload or post Content that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in our sole discretion, including reporting you to the proper governmental authorities.
- k. We do not appreciate, encourage or allow violence or cruelty to animals. Your Content may not promote violence or cruelty to animals or describe how to perform a violent or cruel act.
- l. Be honest and do not misrepresent yourself or your Content. Do not impersonate any other person, user or company or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity or affiliation with a person or company.
- m. You shall not damage the Platforms or other Users' computers or portable devices by uploading Content that may have viruses, Trojan horses, spyware or any other



technologies that could impact the operation of the Platforms or any system. You shall not gain unauthorized access to any information, system or non-public portion of the Platforms or interfere with or disrupt the Sites, servers or networks connected to the Platforms.

We reserve the right to request at any time proof of the ownership and if required, permissions referred to above in a form acceptable to us. Failure to provide such proof may, if requested, lead to Your subscription and/or the Content in question being removed.