

# WWW.FIAP.NET Terms of Use

---

Please read the following Terms of Use (“Terms”, “Terms and Conditions”) carefully before using “www.fiap.net” (“fiap.net”, the “Website”) operated by the International Federation of Photographic Art (FIAP). References to “Fédération Internationale de l’Art Photographique”, “FIAP”, “we”, “us” and “our” should be construed as references to the International Federation of Photographic Art.

In the following Terms, words in the singular include the plural and vice versa and words denoting a gender denote all genders. References to persons include legal and natural persons.

## Agreement to use the site

The following Terms of Use (the “Terms”) together with our Privacy Policy and any additional terms which might apply to certain services, govern your use of and explain the terms on which FIAP provides you with access to our owned website at [www.fiap.net](http://www.fiap.net) and any other microsites, web pages or platforms owned or maintained by us or on our behalf (collectively our “Website”), unless otherwise indicated and special terms apply.

These Terms apply to all visitors, users and others who access or use www.fiap.net. You are responsible for bringing these Terms to the attention of anyone who may read material on this Site as a result of your access to it.

By using “www.fiap.net”, you certify that you have read and reviewed this Agreement and that you agree to comply with its Terms in full, which shall take effect immediately on your first use of the Website. Browsing the Website constitutes acceptance of the Agreement.

If you disagree with these Terms or any part of these Terms, then you may not access the Website and you are advised to leave the Website accordingly. FIAP only grants use and access of this Website to those who have accepted the Terms. In the event you are unsatisfied with the services provided by FIAP, your sole remedy is to terminate your use of the Website.

Use of the Website and/or Services requires a connection to the internet and appropriate telecommunication infrastructure. We are not liable for any costs you may incur from use of such.

No person under the age of 18 should use the Website without the consent of their Parent or Legal Guardian. Use of the Website by any user shall be deemed to be a representation that the user is at least 18 years of age or has the above consent. FIAP assumes no responsibility for liabilities related to age misrepresentation. We strongly encourage all parents and guardians to monitor the Internet use of their children.

### [Cookies](#)

"Cookies" are unique identifiers that we transfer to your device to enable our systems to provide features of our services, allow you to visit our Website, verify that you have the authorization needed for the services to process your requests, personalize and improve your experience, record your preferences, customize functionalities for your devices, and to improve the functionality and user-friendliness of our services. To learn more about how we use cookies please review the FIAP Privacy Policy.

### [Privacy policy](#)

Before you continue using our website, we advise you to read our privacy policy regarding the personal data protection for more information.

### [Permitted uses](#)

You may use the Site only for lawful purposes. If you access any part of our Website, you agree that you will not use it:

- in any way that breaches any applicable local, national or international law or regulation or has any unlawful or fraudulent purpose or effect;
- in any way that may directly or indirectly discredit, disparage or damage FIAP's or a third person's reputation.
- in any way that is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- in any way that depicts pornographically explicit images;

- in any way that disrupts interferes with or restricts the use of the Site by other users;
- in any way that may transmit or procure the sending of any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation ('spam');
- in any way that may transmit knowingly any data, or send or upload any material, that contains viruses, trojans, worms or any other computer code, programs or files designed to destroy, interrupt or limit the functionality of any computer software or hardware or telecommunications equipment;
- in any way that may lead to unauthorized access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site.

### Intellectual property

All materials contained on the Website including, but not limited to, text, photographs, images, illustrations, posts, audio and video clips, software (the "Materials") are the property of FIAP, its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property.

Provided that all copyright, trademark and other proprietary notices contained in the materials is retained, you may retrieve and display the Website's content on a computer screen, or mobile telephone, and store temporary copies of the Website's content in electronic form on hard drive, disk or mobile telephone for your personal, non-commercial use only. Unless otherwise indicated, you may not store permanent copies of the Website's content in any form on any server or other storage device connected to a public or open network whereby such Content may be viewed or retrieved by any third party. You agree not to copy, reproduce, republish, upload, post, transmit, distribute, sell, supply or otherwise make the content contained on the Site to any third party without our prior written consent. Any use made of such content may be an infringement of rights in that content and in the event you misuse any trademark, patent, design right or copyright in violation of these Terms, FIAP and/or its affiliates and/or licensors may enforce their intellectual property rights to the fullest extent of the law.

## Links

FIAP is not responsible for the content, accuracy, legality, decency of material or copyright compliance of any unaffiliated web sites that may be linked to or from the Website. These links are provided for your convenience only and you access them at your own risk. Any other web site accessed from the Website is independent from FIAP, and FIAP has no control over the content of that other web site. In addition, a link to any other web site does not imply that FIAP endorses or accepts any responsibility for the content or use of such other web site.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.

## Competitions - Webinars

From time-to-time FIAP may run or host special competitions on the Website or special dedicated micro-sites. In each case these will be subject to additional and specific competition terms which will be available on the applicable page and will be deemed incorporated into and form a part of this Agreement. FIAP reserves the right, in its sole discretion, to disqualify and remove any image uploaded that does not comply with the applicable requirements, even after the entry is submitted on the Website.

In the event that FIAP runs an online rating process whereby members of the public may vote for a favorite photograph and there is sufficient evidence (in FIAP's sole discretion) of malpractice and manipulation of the rating process, FIAP has the right to remove any relevant Entry or Entries.

In the event that FIAP may, from time to time, allow for webinars like the "FIAP Academy", or discussions, chats, postings, transmissions, bulletin board, and the like on the Site, you are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law. In any case, FIAP is under no obligation to monitor or review such transmitted information and assumes no

responsibility or liability arising from the content of any such transmitted information nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy of any such information.

You agree that any content you upload will be considered non-confidential and non-proprietary and that FIAP may record and reproduce or publish at any time for non-commercial, educational, promotional or reporting purposes without any compensation, remuneration, royalties or any other payment to you, video recordings and photos taken during all or part of the webinars, discussions, chats, postings, transmissions, bulletin board, and the like, including but not limited to its websites, newsletters, social media and other electronic or printed materials or books. You are aware that any information published on the internet is accessible to millions of users from all over the world, that it will be indexed by search engines and that it may be copied and used by any web user. This means that once any of this content is published on the Internet, FIAP has no more control over its subsequent use and disclosure. You agree that it is your exclusive responsibility to disable your camera and inform FIAP, if you do not wish to be photographed or videotaped during these events.

#### [Law and Jurisdiction](#)

FIAP makes no representations that the content and materials on the Website are legal, appropriate, or available for use in all countries. If you choose to access the Website from different locations, you do so at your own risk and are solely responsible for compliance with any and all local laws of the country in which the content is accessed.

If any provision of these Terms is judged to be invalid, illegal, or unenforceable, this shall not affect or impact the continuation in full force and effect of the remainder of the provisions.

Failure by FIAP to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

By using the Website, you agree to indemnify, defend and hold harmless FIAP, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and

representatives, from any and all third-party liability (including expenses and attorneys' fees) for any injuries, loss, claim, action, demand or damage of any kind that may arise out of or relating to your breach or alleged breach of these Terms. You agree to cooperate as fully as reasonably required in the defense of any claim. FIAP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

By visiting this website, you agree that without regard to principles of conflict laws, the applicable law for this contract is Luxemburgish law and any dispute between you and FIAP or its partners and associates will be subject to the exclusive jurisdiction of the Courts of Luxembourg.

#### [Disclaimer, Limitation of Liability](#)

Whilst FIAP endeavors to ensure that the Site is normally available 24 hours a day, the Website is provided by FIAP on an "as available" basis and FIAP does not guarantee that it will be uninterrupted or error, bugs or virus free, or that any defects in the Website's structure will be corrected even if FIAP is aware of them. FIAP will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use our Site.

Whilst FIAP uses reasonable efforts to include accurate, up-to-date and free from errors or omissions information, the Website is provided by FIAP on an "as is" basis. FIAP makes no representations or warranties of any kind, express or implied as to the quality, accuracy, correctness, reliability or validity of any information, content, or materials included on the Website, or that any defects in the Website's content will be corrected, including but not limited to printing or typographical errors.

You expressly agree that your use of the site is at your sole risk. Neither FIAP, nor any other party or sponsor involved in creating, producing, or delivering the Website shall be responsible or liable for any special, incidental, consequential, punitive or other indirect damages that result from the use of, or browsing the Website, or downloading any materials, data, text, images, video or audio from the Website, including without

limitation damage to or viruses that may infect your computer, mobile phone or other equipment as a result thereof, even if FIAP has been advised of the possibility of such damages. In addition, FIAP is not liable for any damages that may occur to you as a result of your misuse of our website.

Our Website may also contain facts, views, opinions, statements and recommendations of third-party individuals and organizations. FIAP does not represent or endorse the accuracy, timeliness or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Website. You acknowledge that any reliance on any such opinion, advice, statement or information will be at your sole risk.

FIAP shall not be liable to for any delay or non-performance of its obligations under these Terms arising from any cause beyond our control including without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of buildings, fire, explosion or accident; or interruption or failure of utility service, or any other act or omission whether similar to the foregoing or not.

### Changes

FIAP reserves the right, at its sole discretion, to edit, modify or replace any part of these Terms at any time without notice, by amending this page. Please review these Terms regularly to ensure you are aware of any changes made by FIAP. Your continued use of the Website after changes are posted means that you agree to be legally bound by the updated and/or amended Terms. This Agreement is an understanding between FIAP and the user, and this supersedes and replaces all prior agreements regarding the use of this website.

## Termination

FIAP may, in its sole discretion and without prior notice or liability, terminate or suspend your access to all or part of the Website, for any reason whatsoever, including, without limitation, breach of these Terms and you shall not be entitled to any compensation in respect of termination of your use/access. In this case the restrictions regarding Materials appearing on the Site will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## Comments, Complaints and Questions

We welcome your feedback about the Website. However, any comments, ideas, notes, messages, suggestions, or other communications sent to FIAP about the Website will be treated as non-confidential and non-proprietary by FIAP and we may use all such communications in any manner, including reproducing, disclosing and publishing such communications, all without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner on this Site or otherwise. FIAP shall be under no obligation to respond to any such communication. If you believe any Materials on the Site infringe your copyright or trademark rights, you may request such Materials to be removed by emailing FIAP's webmaster (branislav.brkic@absoft.rs) with a copy to FIAP Secretary General (ioannis18531@gmail.com) providing the following information:

- A clear statement identifying the works or other Materials believed to be infringed.
- Sufficient information about the location of the allegedly infringing Materials so that FIAP can find and verify their existence.
- Your name, telephone number and email address.
- A statement from you under penalty of perjury that the information supplied is accurate, and that you are the copyright holder or authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

Effective Date : October 17, 2021