These Meero Website Terms of Use (“Meero Terms” or “Terms”) govern Your use of Meero.com (“Meero.com” or the “Meero Website”), operated by Meero SAS and its affiliates (“Meero” or “we”). Meero.com includes a platform through which individuals who registered for a Meero.com User Account may order Services or offer their services as photographers (the “Meero Platform”). By using the Meero Website and/or Meero Platform, you agree to these Meero Terms.

The Meero Website and Meero Platform are freely accessible for individuals and businesses (“You”). If You intend to use the Meero Website on behalf of Your employer, a business or other legal entity, then all references to You are also references to such business, and said employer, business, or legal entity is bound by these Terms.

Please read these Terms carefully.

ACCOUNT CREATION
Individuals and legal entities (“Clients”) who wish to order photography, videography, associated services and media (respectively “Services” and “Deliverable(s)”) from Meero, and photographers who wish to provide photography or videography services (“Photographers”) via the Meero Platform may create an account on Meero.com (a “User Account”). You may create only one User Account on Meero.com. Your Meero.com User Account may allow You to access other Meero websites, in which case other terms may apply.

Please note that You must be at least 18 years old to create a User Account.

By creating a User Account, You represent and warrant that any information You provide in connection with Your registration for and use of the Meero Website and Meero Platform is and will remain true, accurate, and complete, and that You will maintain and update such information regularly.

You may not share Your User Account information with anyone else. You are solely responsible for maintaining Your User Account’s confidentiality and security.

THE MEERO PLATFORM
In order to access the Meero Platform, You will need to log into your User Account. All orders of Services and Deliverables via the Meero Platform are governed by these Terms, as well as any other agreement between You and Meero.

Ordering Services on the Meero Platform
The Meero Platform allows Clients to order Services and Deliverables from Meero. When You place an Order, You will be asked to agree to additional terms that will govern Your use of such photographer’s services. When Deliverables are ready for You, they may be accessed via the Meero Platform, unless otherwise agreed by the Parties.

**Becoming a Photographer on the Meero Platform**

If You are interested in becoming a Photographer on the Meero Platform, You will need to enter into a separate agreement with Meero (“Photographer Agreement”), whereupon You will be eligible to provide photography services to Meero Clients, based on Your location, availability, experience, relevant skills, and expertise. For more information on becoming a Photographer on the Meero Platform, please click.

**CONTENT**

**Meero Content**

Meero may make available for Your use materials such as Client contact information, guidelines, and/or other documentation. We (and, in some cases, our licensors) own all rights to such materials. Unless expressly permitted elsewhere, You are not authorized to copy, publish, and/or display such materials.

**Third Party Content**

You may encounter third party content on the Meero Website and/or Meero Platform, such as Client information, guidelines, and/or other documentation. Such content belongs to third parties, and we are not responsible for its content, continuity and/or availability. In addition, You are not permitted to use such third-party content unless You receive permission from the owner of such third-party content.

**RESTRICTIONS**

By using the Meero Website and/or Meero Platform, You agree to comply with all laws, rules and regulations, whether federal, state, local or provincial, applicable to Your use of the Meero Website, Meero Platform, and to any content You transmit to and/or through the Meero Website and/or Platform, including, without limitation, copyright laws and data protection laws and/or regulations.

Regarding Your content and Your User Account, you may not:

- create a User Account if we have deactivated or deleted a User Account associated with you in the past;
- transmit or share content that contains child sexual abuse imagery or constitutes hate speech;
- transmit obscene, profane, indecent, discriminating, threatening, abusive, harmful, lewd, vulgar, defamatory, libelous, slanderous, or otherwise unlawful materials;
- transmit materials that advocate or promote racism, violence or hatred;
- impersonate a person or entity, or falsely claim affiliation with any person or entity;

Regarding Your use of Meero.com and/or the Meero Platform, you may not:
• remove or alter any copyright, trademark, confidentiality or other proprietary notices, designations, or marks;
• access (or attempt to access) any non-public areas of the Meero Website and/or Meero Platform;
• interfere with any access or use restrictions, or prevent (or attempt to prevent) another user from accessing or using the Meero Website and/or Meero Platform, or disrupt the Meero Website and/or Meero Platform;
• use any robot, spider, or other automated means to access or scan the Meero Website and/or Meero Platform, frame or mirror any part of Meero Website, Meero Platform and/or Services, or create a competitive business to Meero Services;
• use any data mining or data gathering or extraction methods, or otherwise collect information about the Meero Website and/or Meero Platform, and/or its visitors and/or users;
• collect or store personal information about any person or entity;
• send viruses, worms, malware, ransomware, junk email, spam, chain letters, phishing emails, unsolicited messages, promotions or advertisements of any kind and for any purpose;
• attempt to probe, scan, compromise or test the vulnerability of the Meero Website and/or Meero Platform, system or network or breach any security or authentication;
• reverse engineer or decompile any (part) of the Meero Website and/or Meero Platform;
• decompile, disassemble or reverse engineer, or determine any source code, algorithms, methods, or techniques of the Meero Website and/or Platform;
• resell, sublicence, rent, lease, offer or otherwise commercialize any Meero Service, offering, product and/or feature;
• use the Meero Website and/or Platform for any illegal or unauthorized purpose.

COPYRIGHT COMPLAINTS

Meero follows all applicable copyright laws and takes copyright infringement extremely seriously. Meero will process copyright complaints submitted to us under applicable copyright legislation at legal@meero.com. When sending a complaint, please provide the following information:

• Your contact details, including Your full name, address, phone number, and email address;
• Identification of the applicable copyrighted work and its location on Meero Website and/or Platform (a link to the photograph, for example);
• A statement attesting that You believe in good faith that use of the copyrighted work You have identified is not authorized (whether by the owner, the owner’s agent, or the law); and
• any further information required to process Your complaint, and/or any further information required by the applicable law under which You are making Your complaint.

We will respond to complaints in the order we receive them. Sending multiple complaints will not accelerate the process. Please note that information concerning the complaint, including Your full name, email, address, and other information, will be forwarded to the user implicated in the complaint. If You would prefer that Your information is not disclosed, You may appoint an agent to file the complaint on Your behalf.

PRIVACY
Your use of the Meero Website and/or Meero Platform is governed by our Privacy Policy, which is available at https://asset.meero.com/legal-page/en/privacy-policy.pdf (“Privacy Policy”), and which is hereby incorporated by reference in its entirety.

PROMOTIONS AND CONTESTS

Meero may periodically feature sweepstakes, contests, raffles or similar promotions (“Promotions”) via the Meero Website and/or the Meero Platform. Such Promotions may be governed by rules separate from these Terms. In the event Promotion rules conflict with these Terms, the Promotion rules shall control, but solely in connection with the Promotion.

DISACTIVATION, TERMINATION

You may disactivate Your User Account on the Website(s) at any time by going into Your account settings.

If You are a Photographer who has created a User Account in order to provide photography and/or videography services via the Meero Platform, disactivation of Your User Account will not terminate Your Photographer Agreement. In the event that You disactivate Your account, Meero will not be responsible for the continued storage and/or subsequent loss of any information, content or media on Your account.

If You are a Client who has placed an Order on the Meero Platform pursuant to the Terms and Conditions, has otherwise agreed to the Terms and Conditions, or has entered into an agreement for Services with Meero, disactivation of Your User Account will not terminate the Terms and Conditions, or other agreement with Meero. In the event that You disactivate Your account, Meero will not be responsible for the continued storage and/or subsequent loss of any information, content or media on Your account.

We may suspend Your access to Your User Account and all the rights granted to You under these Terms if You have repeatedly failed to make applicable payment(s) for an Order when due, or if an applicable payment for an Order is overdue. If we suspend your User Account because of failure to make payment, You will not be entitled to any kind of reimbursement or refund.

We may terminate Your user account and all the rights granted to You under these Terms if, in our sole discretion, or we deem such termination to be in the best interest of Meero. In such an event, we may, without any liability to You, delete Your User Account and all information and content associated with it. If we terminate Your User Account because You have failed to comply with Meero Terms, You will not be entitled to any kind of reimbursement or refund.

THIRD PARTY SERVICES

The Meero Website and the Meero Platform incorporate services and features provided by third parties. In some cases, such third parties may not be identified. You acknowledge and agree that (A) any and all third party services offered on or used in connection with the Meero Website and/or Platform are subject to the respective third party’s terms of use and/or policies, (B) Meero is not responsible for any such third party services and/or
policies, and (C) Meero may share Your data with such third parties in order to utilize their services, which we will do solely pursuant to our Privacy Policy.

Although access to Meero.com, the Meero Platform, and creation of a Meero.com account are free, please be aware that third party vendors may charge a fee in connection with processing payments.

**NON-AVAILABILITY**

Meero.com and the Meero Platform's offerings, products, and features are constantly being developed and improved. As a result, and in Meero's sole discretion, some features (whether or not identified as beta) may be modified, temporarily removed, and/or discontinued. We are not liable to You in the event any offering, product and/or feature on the Meero Website and/or the Meero Platform becomes temporarily or permanently unavailable.

**LIMITATION OF LIABILITY**

THE MEERO WEBSITE AND THE MEERO PLATFORM ARE PROVIDED ENTIRELY “AS IS”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEERO DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT). MEERO DOES NOT WARRANT THAT THE OPERATION OF THE MEERO WEBSITE AND/OR MEERO PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT ANY ERRORS OR FAILURES WILL BE CORRECTED. MEERO IS NOT RESPONSIBLE OR LIABLE FOR THE LOSS OF OR DAMAGE TO YOUR CONTENT, OR THE IMPACT THAT ANY PROBLEMS YOU ENCOUNTER ON THE MEERO WEBSITE AND/OR MEERO PLATFORM MAY HAVE ON YOUR RELATIONSHIP WITH YOUR CLIENTS. YOU USE THE MEERO WEBSITE AND/OR MEERO PLATFORM AT YOUR OWN RISK, AND YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL LOCAL LAWS, RULES AND REGULATIONS, INCLUDING LOCAL RULES REGARDING ONLINE CONDUCT AND ACCEPTABLE CONTENT. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, (1) IN NO EVENT WILL MEERO BE LIABLE TO YOU FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER DAMAGES OF LIKE KIND WHATSOEVER (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, OR ANY OTHER SIMILAR COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR WILL MEERO BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM A FORCE MAJEURE OR AN ACT OF A THIRD PARTY OR OF NO FAULT ON ITS BEHALF; AND (2) THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF MEERO FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS, HOWEVER CAUSED, ARISING FROM OR IN RELATION TO THE MEERO WEBSITE(S) WILL NOT EXCEED $500 OR THE AMOUNT YOU PAID TO MEERO FOR MEERO SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**RESERVED RIGHTS**
We reserve all rights not expressly granted to You in these Terms. For the avoidance of doubt, Your access is to Meero Platform through which You may order Services and access Deliverables, or offer Your services as a Photographer, and we do not grant You any license to our software, trademarks, trade names, or logos.

MISCELLANEOUS

Governing Law
Meero Terms are governed by the laws of France. You agree to the non-exclusive jurisdiction of the commercial court of Paris in Paris, France, for any action or proceeding arising out of or related to Meero Terms. Any disputes arising under or in connection with Meero Terms (including any of the policies referred to herein) and/or in connection with the Meero Website and/or Meero Platform shall be governed by and construed in accordance with the laws of the France, without regard to its conflict of law provisions. Specifically excluded from application to Meero Terms is the United Nations Convention on the International Sale of Goods.

Independent Contractor Relationship
The parties’ relationship to each other under these Meero Terms is strictly that of independent contractors, and nothing in these Meero Terms will in any way constitute or be construed as evidence of intent to establish any association, partnership, joint venture, or other relationship.

Meero Communications
Meero may contact You regarding the administration of Your User Account and/or important changes to these Terms via the email address You provided upon registration.

Changes
Meero may make changes or updates to Meero Terms at any time, in its sole discretion, and such amended Meero Terms will go into effect once posted on Meero.com. Your continued use of the Meero Website and/or the Meero Platform after the such time will be deemed an acceptance of the changes. If the changes we make are material, we will notify You through reasonable means (for example, by posting a notice of the change on Meero.com, or by sending a notice to Your email address). If You do not accept the amended Meero Terms, You may discontinue Your use of Meero.com and the Meero Platform.

Waiver
Except as expressly provided herein, a party may waive its rights under Meero Terms only by a written document executed by both parties. Any failure or delay to enforce any provision of Meero Terms will not constitute a waiver thereof or of any other provision hereof.

Section Headings
The rights You grant to Meero under Meero Terms will remain in effect even if You stop using Meero Website(s).

Enforceability
If for any reason a court of competent jurisdiction finds any provision of Meero Terms (or any portion thereof) to be unenforceable, that provision (or any such portion) will be enforced to the maximum extent permissible so as to effect the intent of Meero Terms, and the remainder of Meero Terms will continue in full force and effect.

Assignment
You may not assign or delegate Meero Terms or any of Your rights or obligations hereunder. Any unauthorized assignment will be null and void. You acknowledge and agree that Meero may assign or sub-contract any of its rights or obligations under Meero Terms.

Entire Agreement
Meero Terms contain the entire agreement between You and Meero with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and us with respect to Meero.com and/or the Meero Platform. In the event of any conflict or inconsistency between any of the terms and conditions of Meero Terms and any third-party terms and conditions for services that are integrated with the Meero Website and/or the Meero Platform, Meero Terms will control with regard to Your use of the Meero Website and/or Meero Platform. In the event of a conflict between Meero Terms and the Privacy Policy, the Privacy Policy will control, solely to the extent of such conflict.