

## Terms of Use

Throughout this Terms of Use document, the terms "We," "Us," and "Our" (whether or not capitalized) refer to Avalon Photography, LLC ("Avalon"). The terms "You" or "Your" (whether or not capitalized) refer to you as a visitor to our Site.

The website [www.avalon-photog.com](http://www.avalon-photog.com) (our "Site"), and its content are wholly owned by Avalon. The Site is provided as a service to those who may wish to view its content or interact with Avalon, such as by viewing our portfolio or inquiring about modeling work.

These Terms of Use apply to all Site visitors regardless of their relationship to Avalon. By visiting the Site, you agree to be bound by these Terms and Conditions (the "Terms of Use").

Our collection, use, and disclosure of information about you as a user of the Site are described in our Privacy Policy ([www.avalon-photog.com/privacypolicy.html](http://www.avalon-photog.com/privacypolicy.html)), which is incorporated into these Terms of Use by reference.

### 1. Adults Only

**Our Site includes images that depict models partially or fully nude.** Anyone under the age of 18 is prohibited from accessing the site.

### 2. Prohibited Uses

In addition, you are prohibited from using the Site or accessing its content:

- for any unlawful, fraudulent, abusive, or harmful purpose or to solicit others to perform or participate in any unlawful acts;
- in violation of any international, federal, or state regulation, rule, law, or local ordinance;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others, including by reproducing, copying, selling, or reselling any content on this Site;
- to harass, abuse, insult, harm, defame, slander, disparage, or intimidate anyone; or to discriminate against anyone based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or any other legally protected class;
- to submit false or misleading information;
- to upload or transmit worms, viruses, any computer code of a destructive nature, or

any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our Site or of any related website, other websites, or the Internet;

- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- to interfere with or circumvent the security features of the Site or other websites, or the Internet.

We may suspend or terminate your access to all or any portion of the Site if we reasonably determine that doing so is necessary to protect the Site, Avalon, models, other users, or third parties; or to enforce these Terms; or to comply with applicable law. Provisions that by their nature should survive termination or cessation of use will survive.

### **3. Accuracy of Content and Images**

We make reasonable efforts to keep information on the Site up to date, but do not warrant that information displayed is accurate, complete, or current. Some Model names or details are fictitious. Any reliance on the material on this Site is at your own risk.

All images on the site, including the Avalon logo and all photographs (excluding the Adobe logo), are the intellectual property of Avalon and are copyrighted. None of the Site's content may be reposted, sold, redistributed (whether for a fee or at no cost), incorporated in any other design, used for training AI models, or otherwise exploited for commercial gain without our express written permission.

Images of models may have been retouched, edited, distorted, and enhanced and should not be relied upon as a representation of the model's actual appearance.

### **4. Third Party Services and Links**

This Site uses third-party tools to transmit messages from you to Us. You understand that these tools and related services are not under our control, and you agree that we provide third-party tools "as is" and "as available," without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

### **5. Communications**

You agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, and/or otherwise use any content sent to us, whether through this Site, by email, by postal mail, or otherwise, including suggestions, reviews, proposals, photographs or other images, requests for information or proposals, or other nonconfidential materials

(collectively, "Communications"). Except as otherwise required by law, we are under no obligation to hold Communications in confidence, pay compensation for, or respond to any Communications.

You warrant that any Communications you submit—including, in particular, any photographs or other images—do not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further warrant that your Communications will not contain libelous or otherwise unlawful, abusive, or contain any computer virus or other malware that could in any way affect the operation of our Site or any related website.

You may not use a false email address, pretend to be someone other than Yourself, or otherwise mislead us or third parties as to the origin of any Communications. You are solely responsible for the accuracy and lawfulness of any Communications you send us. We take no responsibility and assume no liability for any Communications by you or any third party.

## **6. Disclaimer of Warranties, Limitations of Liability**

We do not guarantee, represent, or warrant that your use of our Site will be uninterrupted, timely, secure, or error-free.

We do not warrant that the content of the Site will be accurate or reliable.

You agree that from time to time we may terminate or limit access to our Site for indefinite periods of time, or permanently, without notice to You.

You expressly agree that your use of our Site is at your sole risk. Our Site is provided for your use "as is" and "as available," without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

We endeavor to make this Site available to all persons over age 18 (except for those who have been prohibited from using our Site), including those with disabilities, but we make no guarantee that all or every part of the Site will always be 100% accessible. If we are notified of any inaccessibility, we will make a timely and good-faith effort to correct the inaccessibility but shall have no other liability to you or to any other person or group.

In no case shall Avalon or its owners, officers, employees, agents, contractors, affiliates, or service providers be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost

profits, lost revenue, lost savings, loss of data, or similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of the Site or any claim related to your use of the Site, including any errors or omissions in Site content or any loss or damage incurred as a result of the use of the Site or content made available through the Site.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions our liability shall be limited to the maximum extent permitted by law.

## **7. Indemnification**

You agree to indemnify, defend, and hold harmless Avalon, its owners, officers, employees, and service providers from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **8. Severability**

In the event that any provision of these Terms of Use is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **9. Changes**

We reserve the right to modify the contents of this Site and these Terms of Use at any time, but we undertake no obligation to update, amend, or clarify information on this Site or any related website, except as required by law. Changes to these Terms of Use will be effective when posted. Your continued use of the Site following the posting of any changes constitutes acceptance of those changes.

These Terms of Use were last updated on October 17, 2026.

## **10. Jurisdiction**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida.