

Terms & Conditions

We reserve the right to modify these Terms at any time. If these Terms change, the revised Terms will be posted on the website and we will change the “updated” date on this page to reflect the date of the modification. Please check back periodically. You will be notified via e-mail and/or photograph of any material change in these Terms. In addition, when using particular products and services, additional policies, guidelines, rules, and terms may apply, which are hereby incorporated by reference into these Terms.

Your Submissions

You may submit certain material to Fairview Photo Service, including without limitation, home videos and photos, both in physical and digital format, as part of the Service ("Submissions").

While Fairview Photo Service is not responsible for, and does not review or comment on the content of Submissions provided Fairview Photo Service, Fairview Photo Service reserves the right in its discretion to (i) delete, move or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, inappropriate, or in violation of copyright or trademark laws, or otherwise unacceptable, or (ii) take any other action that Fairview Photo Services deems necessary relating to use or misuse of Submissions. Fairview Photo Service may request confirmation of the copyright or trademark ownership from the submitter.

You hereby grant to Fairview Photo Service and its designated agents and subcontractors a non-exclusive, royalty-free license to use, publish, copy, modify, transmit, display and distribute your Submissions for the sole purpose of delivering the Service. In addition, you warrant that all moral rights in any Submissions and materials have been waived and do hereby waive any such moral rights.

All Submissions received by Fairview Photo Service in physical format (“Originals”) will be returned back to you after the Service has been completed. Fairview Photo Service does not destroy Originals.

Fairview Photo Service shall not be liable to you for any modifications, suspensions or discontinuance of the Service.

Fairview Photo Service will not be liable for the content of any Submission and expressly disclaims all liability relating thereto.

Copyrighted Material

Fairview Photo Service is committed to protecting copyrights and expects users of the Service to do the same. You declare that all Submissions are not in violation of any copyright laws. You will indemnify and hold Fairview Photo Service harmless in respect

to any claim of violation of such laws. The Submissions were either created by you or you have the permission of the copyright owner to duplicate them.

If you do not own the copyright, a copyright release form is available by contacting Fairview Photo Service at 440-734-2950 and must be included with the order in order to reproduce protected content.

Indemnification

You agree to indemnify, defend and hold us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Service harmless from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from (i) any violation of these Terms, (ii) any images, video or other content you submit; and/or (iii) a claim that a Submission infringes third party intellectual property rights.

Claims

Any action hereunder must be brought, if at all, within one (1) year from the accrual of the cause of action. The parties agree that these Terms and any claims hereunder shall be governed by and subject to the state and federal laws of the state of Ohio, without regard to its conflict of law provisions, and hereby consent to jurisdiction and venue in the courts of the state of Ohio, located in Cleveland, Ohio

Disclaimer of Warranties

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YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY DIGITAL CONTENT OR FILM IMAGE TO FAIRVIEW PHOTO SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR CONTENT OR IMAGE. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR CONTENT.

YOU AGREE THAT THE AGGREGATE LIABILITY OF FAIRVIEW PHOTO SERVICE TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE SERVICE IS LIMITED TO \$100 (US). YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT FAIRVIEW PHOTO SERVICE HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

BY SUBMITTING PHYSICAL MEDIA AND MATERIAL TO FAIRVIEW PHOTO SERVICE, YOU REQUEST THE TRANSFER SERVICES DESCRIBED IN ANY ORDER ASSOCIATED THEREWITH. YOU AGREE THAT THE LIABILITY OF FAIRVIEW PHOTO SERVICE, ITS AGENTS AND EMPLOYEES, FOR ANY LOSSES OR DAMAGES OF ANY KIND OR NATURE TO YOUR FILM, VIDEOTAPE, OPTICAL DISK, MEMORY CARD, PHOTO PRINT, NEGATIVE, SLIDE OR OTHER MATERIAL, IS LIMITED TO THE COST OF REPLACING SUCH MATERIAL WITH BLANK MEDIA, AND IS LIMITED TO \$100. YOU ALSO AGREE THAT FAIRVIEW PHOTO SERVICE, ITS AGENTS AND EMPLOYEES, SHALL NOT BE OTHERWISE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF

ANY KIND OR NATURE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE..

Intellectual Property

The services, and products, or portions thereof that form part of the Services, are considered confidential and proprietary to Fairview Photo Service. You agree not to take any action that will interfere with or disrupt the Service. Fairview Photo Service will have the right to investigate and prosecute any violations of intellectual rights infringement, to the fullest extent of the law. Fairview Photo Service may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Fairview Photo Service has no obligation, but has the right to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other government body.

Miscellaneous

We may assign our rights and responsibilities hereunder without notice to you. When you place an order, Fairview Photo Service will charge you for the entire amount of your order. Fairview Photo Service reserves the right to ship partial orders (at no additional cost to you). The portion of the order that is partially shipped may be charged to your credit card at the time of shipment.

If any part of this Agreement is held to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision most closely matching the intent of the original provision and the remainder of the Terms will continue in effect.

These Terms constitute the entire agreement between you and Fairview Photo Service with respect to this Service, and supersede all other communications, written or oral, with regard to the Service. The failure of Fairview Photo Service to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.