

YOUR INFORMATION

customer's name _____ daytime phone _____

street address _____ city, state, ZIP _____

email address _____



special instructions:

PROCESSING

Select all media you are sending for transfers & include quantities.

PHOTOGRAPHS max. size 8.5" x 11"

Paper photos 35¢ each Slides 40¢ each Negatives/ Film 40¢ per image

Total # _____ Total # _____ Total # _____

I understand these will be scanned in the order I have packaged them.

Resolutions: slides, negatives and film are 14/22-megapixels. Paper and photos are 300 DPI (high resolution), but we can scan 600 DPI for an optional cost.

AUDIO

Records (7-12") Total # _____
\$18 each

Cassettes \$15 each Total # _____

CDs \$8 each Total # _____

VIDEO \$20 each

VHS (NTSC) Total # _____

VHS-C/ 8mm Total # _____

COMPUTER

CD-ROM \$2 each Total # _____

DVD-R \$2 each Total # _____

3.5" Floppy Disks \$5 each Total # _____

CHECK FOR COPYRIGHT

Copyrighted materials cannot be duplicated without written permission from the copyright holder.

PAPER max. size 8.5" x 11"

Total # of Papers _____
30¢ per scan

OPTIONAL

<input type="checkbox"/> Duplicate Storage Drive(s) _____ Quantity	\$5-10 each
<input type="checkbox"/> Photo scanning/ extraction from albums or frames	50¢ per photo
<input type="checkbox"/> Labeling photo files with information	50¢ per file
<input type="checkbox"/> 600 dpi photos	5¢ extra per photo
<input type="checkbox"/> Media Maintenance. Examples include editing, cleaning, slideshows and video projects. *We will discuss further if checked.	\$35/ hour
<input type="checkbox"/> Rush Orders. Must be approved; no discounts can be applied.	Processing & Optional Fees are doubled

TRANSPORT

Shipping

Delivery (round-trip)
\$8 in WNY; \$20 to Rochester Area

Drop-Off (call to schedule)

On-Site Processing (pre-approval required)
Additional \$8/ hour

ESTIMATED TOTAL

All orders will have \$5-10 added for the flash drive that will hold your digital files.

Total for Media Processing \$ _____ Total for Optional Costs \$ _____

Total for Transport \$ _____ **Combined Total (estimate only) \$ _____**

We will double check your order upon arrival. If there are any discrepancies, we will be in touch before processing; it may require an update to this form. Once we complete your order, we'll send you an invoice. When it's paid, we will return your items to you.

By signing this, I maintain that I fully comprehend and understand the rules, terms and policies provided by Keepsake Road, and agree to abide by everything set forth by Keepsake Road.

YOUR SIGNATURE _____ TODAY'S DATE _____

Agreement to using the Media Preservation Services provided by Keepsake Road



The handing over of any media to us for transfer/ duplicating or any other purpose will constitute an agreement by you, the undersigned, to be responsible for all transfer fees and services provided.

Privacy Policy

This Privacy Policy is designed to outline how we use information and answer the most common privacy questions related to our services. By using our services, you agree to the terms of this Privacy Policy.

- Keepsake Road uses the information you submit to provide you with the services you request. We will not share your information with or sell it to others.
- When you use Keepsake Road's services, you are required to provide your mailing/ home address to ensure proper transport and return of your property. All information will remain private and secure.
- Keepsake Road will not publish or make your media publicly available, neither online nor in promotional content.
- By submitting media to Keepsake Road for processing or other services, you understand and agree that some individuals may see the content of the media, and so you waive all privacy rights in the content of the media you submit.
- In order to comply with applicable laws and subpoenas, Keepsake Road may disclose personal information in its possession to law enforcement, regulatory authorities, or other parties.
- From time to time, Keepsake Road may need to update this Privacy Policy and reserves the right to do so.

Terms and Conditions

Please read the Terms of Use carefully. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS OF USE, AND TO COMPLY WITH ALL APPLICABLE UNITED STATES LAWS AND REGULATIONS. You agree that you shall not challenge the validity, enforceability or admissibility of the Terms of Use on the grounds that it was electronically transmitted or authorized. We reserve the right to revise these Terms of Use from time to time.

Refusal of Service. Keepsake Road, in its sole discretion, reserves the right to refuse service to any persons, terminate any accounts, reject performance of services on any material, or cancel any orders.

Requests for Public Use. Occasionally, materials are submitted to Keepsake Road that would make great promotional materials, like a great photograph or clip from a wedding. Before we use any materials you submit to us publicly, we will request the right to use them from you. You have the right to decline our use of those materials.

Return Policy. Keepsake Road does not accept returns or offer refunds. If you receive any digital copies that you believe did not transfer properly, please contact us.

Risk of Loss. BY SHIPPING ANY MEDIA TO KEEPSAKE ROAD, YOU ACKNOWLEDGE THAT KEEPSAKE ROAD IS NOT RESPONSIBLE FOR LATE, LOST, DAMAGED OR MISDIRECTED MAIL. Keepsake Road cannot and does not guarantee that your media will not be accidentally damaged while in the possession of a shipping carrier, nor does Keepsake Road assume the risk of loss for your media while it is in transit. Instead, the risk of loss remains with you during transit, and you bear all responsibility of loss or damage of your original content until it is received by Keepsake Road.

Non-transferable Orders. If any audio/ visual media is blank or has copyrighted material, we cannot make a digital file from it. There is a \$2 charge each for these items because it takes us time and machine wear to view them and make sure there isn't hidden desirable material later in the tape. This fee replaces the processing fees.

Unpaid/ Abandoned Orders. After 90 days of not paying/ collecting your order, the order and all media and materials connected to the order is considered abandoned. All abandoned digital files, media and materials will be discarded.

Limitation of Liability. By submitting media to Keepsake Road, you understand and agree that Keepsake Road's liability is limited in the following ways:

- Though we strive for perfection, Keepsake Road does not represent or warrant that the services provided will be error-free or that all defects will be corrected.
- Keepsake Road does not warrant that any of its services will fit the particular purpose of any user. Keepsake Road will not be liable for any incidental, consequential, special or punitive damages, loss of future revenues or income, lost profits, loss of business reputation or opportunity relating to any breach or alleged breach of these Terms of Use. This limitation of liability will be effective regardless of whether such liability is based on breach of contract, tort, strict liability, or any other legal theory.
- By submitting media to Keepsake Road for processing, duplication, or any other service, you agree that if any such media is lost or damaged by us, it will be replaced only with an equivalent type of blank media or the cost of such blank media. For example, if you submit a video tape to Keepsake Road for conversion, and it is damaged during the conversion process, you will be entitled only to a replacement blank video tape or the cost of replacing the physical tape, irrespective of what was on the original. The handling of your media by us is otherwise without warranty or liability.

Force Majeure. If any loss, damage, delay, or non-performance is a result of acts of God, or natural disaster or catastrophe; war, invasion, other hostilities (including acts of terrorism), rebellion, or any other materially disruptive military or political event; embargo or labor dispute; power failures or other disruptions to services and utilities on which Keepsake Road relies; or any other unforeseen and external occurrence for which Keepsake Road is not

responsible and could not predict which is required for the performance of its obligations, then Keepsake Road will not be not be liable for any such loss, damage, delay, or non-performance of services to the full extent excused under applicable law.

Your Warranties. By submitting an order, you represent and warrant the following to Keepsake Road: (a) no materials submitted to Keepsake Road are submitted in violation of any copyright laws; (b) any materials submitted were either created by you, you have the right to permit Keepsake Road to perform duplication services, or you have the permission of the copyright owner to duplicate the submitted materials; and (c) no materials submitted are libelous, obscene, offensive, threatening, defamatory, abusive, hateful, or otherwise violate state or federal law or the rights of a third party; and (d) (i) you shall not violate, or encourage the violation of, the legal rights of others; (ii) intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iii) interfere with the use of the Site; (iv) alter, disable, interfere with or circumvent any aspect of the services provided through the Site; (v) grant multiple individuals access to an individual account other than via the delegation features provided within the Site; or (vi) create accounts assigned to business functions rather than to human beings for the purpose of sharing files within or outside of the Site. By submitting an order, you understand that Keepsake Road is relying on these representations.

You also agree that you will indemnify, defend and hold harmless Keepsake Road and staff from and against any and all damages, costs and expenses, including attorneys' fees (i) arising from claims or demands brought by any third party against Keepsake Road regarding the infringement of any copyright law or violation of other applicable federal or state law stemming from materials you submitted or (ii) arising from or related to your breach of these Terms of Use.

There are instances in which Keepsake Road may discover that the transmission of media to Keepsake Road, the content of such media, and/or your specific request for services with regard to such media violates state and/or federal law. In the event of such discovery, Keepsake Road will take any and all steps necessary to comply with its own obligations under applicable law, including, but not limited to, reporting to and complying with relevant authorities. You hereby understand and agree that any submission or request that violates state or federal law will result in your forfeiture of any privacy rights you may have with respect to such media, including, but not limited to, any rights under Keepsake Road's Privacy Policy.

Non-assignable. Your rights and obligations under these Terms of Use are not assignable to any third party—neither voluntarily or by operation of law—without the prior written consent of Keepsake Road. Any assignment or purported delegation by you without Keepsake Road's written consent will be null and void and of no force or legal effect.

Choice of Law. This contract is to be governed at all times by the laws of the State of New York applicable to agreements made and to be wholly performed within that state, without regard to its conflict of laws provisions or the conflict of laws provisions of any jurisdiction that would cause the application of any law other than those of the State of New York.

Arbitrations & Choice of Forum. Any dispute or claim relating in any way to your use of Keepsake Road's services will be resolved by binding arbitration rather than in court. You agree that the arbitration will occur before a single arbitrator. You also agree that both parties will be responsible for their own costs and attorney's fees, unless the claim is frivolous, in which case attorney's fees may be pursued.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator can, however, award the same damages and relief as a court on an individual basis, and an arbitrator will follow and apply these Terms of Use as a court would. You agree that, if possible under all relevant rules, the arbitration will occur in the State of New York. If it is not possible under all relevant rules for the arbitration to occur in New York, then you agree that the arbitration may occur by telephone (which is usually cheaper and easier for both parties) or may be based on written submissions.

Disputes as Individuals. You and Keepsake Road both agree that any dispute resolution proceedings, whether judicial or arbitrated, will be conducted only on an individual basis, and not in a class nor any other consolidated or representative action.

Merger. This Terms of Use represents the full agreement between you and Keepsake Road. No other representations (besides the individual price quote you are given for Keepsake Road's services), whether oral or written, form any part of your agreement with Keepsake Road. Additionally, this Terms of Use cannot be orally modified, even by Keepsake Road personnel, and no provisions of it can be waived by either party except in writing.

Severability. If any court or other body of competent jurisdiction declares any part of this Agreement to be unenforceable, then that part will be deemed severed, and the enforceability of the remaining parts will not be affected. The unenforceable part will simply not be considered to be part of this Agreement.

END.