



Service Agreement Form

Welcome to Keep it Digital™!

We hope you find our service easy, effective and enjoyable. Before you begin setting up your account with Keep it Digital™ (herein referred to as “we,” “us,” “our”, or “KID”), please read the following terms of use carefully. The service agreement includes information on;

- Customer Material
- Customer Account
- Web Site
- Legal Agreements

If you (herein referred to as, “your”, “customer”, “client”, “his or her”) agree to these terms, and wish to use the Keep it Digital™ service, please click on the “sign up” button. This will constitute a binding agreement between you and Keep it Digital™. To decline acceptance, click the “cancel” button. Note that any violation of the following terms may result in termination of our service to you. Keep it Digital™ reserves the right to change these terms from time to time. Please refer to our website periodically for changes.

Regards,
Customer Service Team

CUSTOMER MATERIAL

Submissions from customers

Under these terms, you may NOT place any of the following material or obtain any such material using the Service:

- Any threatening, obscene, pornographic or profane material or any other material that could give rise to any civil or criminal liability under applicable law. Keep it Digital™ content that is deemed inconsistent with our policies will either not be processed or will be restricted to private galleries only.
- Any material that could infringe rights of privacy, publicity or copyrights without the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) who are shown in the material.

Keep it Digital™ will not be held liable for any and all items received and during Keep it Digital™ possession. Keep it Digital™ will not be responsible for damages that may occur to documents and or property owned by the customer. In addition, Keep it Digital™ will not be held liable for damages that occur to items/documents that are received/sent via US Mail, Fed Ex, UPS or DHL or similar shipping companies.

Submissions from anonymous or false addresses

While Keep it Digital™ is not responsible for the content of the submissions, Keep it Digital™ reserves the right to delete, move or edit submissions that it, in its sole discretion, deems abusive, defamatory, obscene or in violation of copyright or trademark laws or otherwise unacceptable. Keep it Digital™ may request written confirmation of the copyright or trademark ownership from the submitter. Keep it Digital™ reserves the right to suspend the processing of an order before such confirmation is received. If Keep it Digital™ does not receive any such confirmation or if there are continued claims of copyright or trademark infringement, Keep it Digital™ reserves the right to share certain account information with governmental organizations or other third parties. If you dispute any copyright or trademark infringement claims, we will share with you the contact information of any party claiming any such infringement. In the event of any such dispute, Keep it Digital™ reserves the right to temporarily suspend the display, viewing or sharing of any submissions until the issue has been resolved to our satisfaction. You acknowledge that any submission may be removed, published, copied, modified, transmitted and displayed by Keep it Digital™ for the purposes of delivering the offered services. In addition, you warrant that all confidential information in any uploaded materials has been waived.

Your physical or electronic sharing of your images via public galleries constitutes permission for reprinting by the recipient. Keep it Digital™ will not be liable for the content of any submission.

Copyright notices

Keep it Digital™ is committed to protecting photographers' copyrights. Each image submitter is required by US law to own the right to or to obtain permission to use any image before the image is uploaded or printed at Keep it Digital™. If you believe that your work has been copied in a way that infringes your copyrights, please contact us at the following address and provide all relevant details.



Service Agreement Form

Customer Service
ATTN: Copyright Protection
Keep it Digital™
P.O. Box 143296
Austin, Texas 78714-9908
Email: copyright@keepitdigital.com

CUSTOMER ACCOUNT

About your account

Your digital images shall be hereinafter referred to as "Private Gallery". Any portions of the Private Gallery that you chose to share with family and friends and/or with other users of the Service shall be herein referred to as "Public Gallery".

Your account with Keep it Digital™ is available for your personal, non-commercial use. You can allow others to view selected images in your account through use of Keep it Digital's Public Gallery feature. The people you invite into your Public Gallery will be able to see the images you have selected for them but will not have access to your Private Gallery. Once you grant people access to view your images, a portion of your Private Gallery images become Public Gallery images and you will be granting other users certain rights to images shared within the Public Gallery.

Keep it Digital™ does not claim ownership of any customer's original items and images. However, we do need certain rights from you, with respect to the customer's items/images, in order to provide service to the customer and in order to enable you to do all the things our service is capable of. Therefore, with respect to customer's images (non-keepsake items/documents), you grant Keep it Digital™ a worldwide*, royalty-free**, nonexclusive fully sub-licensable (i.e., permit affiliates, subcontractors and agents to deliver our service on our behalf) license to use, reproduce and modify customer's images solely for the purpose of the Service that is provided and enabling your use of our Service. With respect to the Public Gallery images, the customer additionally grants Keep it Digital™ the rights to distribute, publicly perform and display Public Gallery images for the sole purposes of our Service and enabling your use of our Service and to sublicense Public Gallery images to other users. The limited licenses do not grant Keep it Digital™ the right to sell or otherwise license Private or Public Gallery images on a stand alone basis. Further, you may terminate Keep it Digital™'s right to distribute, publicly perform and display Public Gallery images by canceling your service in writing signed by you or an authorized company representative. An attempt will be made to remove all content upon your request however documents incorporated into Keep it Digital marketing or advertising may remain for some time. The customer may terminate the remainder of Keep it Digital™ rights by cancelling his or her service with Keep it Digital™ in writing signed by you or an authorized company representative.

We need to be able to access your account for the following reasons:

- To remind you of your user name or password in case you forget it. If this becomes necessary, we will send an email upon your request to the address from which your account originated.
- To maintain our Service to you and develop new and useful features and services;
- To follow a court order, subpoena, complaint or a lawful request from governmental authorities.
- To close accounts set up for fraudulent purposes.

Linking directly to images on Keep it Digital™ servers from external sites is expressly prohibited.

- * *The internet is global*
- ** *The customer is not required to be compensated*

Sharing images

Images in the Public Gallery allow users worldwide*, to distribute, print, download, publicly display or perform, royalty-free** and nonexclusive license to view your images. If you do not want to allow any of these options, then please refrain from transferring images to the Public Gallery. The customer acknowledges and agrees that once any images are in the Public Gallery, Keep it Digital™ can neither monitor nor control what users can do with the images.

- * *The internet is global*
- ** *The customer is not required to be compensated*

Service Cancellation

Keep it Digital™ reserves the right to cancel the service for non-payment. We may do so at our discretion after sending an email warning to the address you provided when you set up your account. If you do not respond to the email within 10 business days, your account and the images contained in it may be removed.

Storage of Images

Customers should keep back-up copies of downloaded images on his or her personal computer. *The customer should not use our service as the sole source for maintaining his or her images.* Upon cancellation of service for any reason, Keep it Digital™ shall have reasonable time to cease use, distribution and/or display of your images. Once your account is closed, you will no longer have access to your images. However, you acknowledge and agree that Keep it Digital™ reserves the right (but not be obligated) to keep archived copies of all submitted images/files from cancelled services.

Both Private and Public Gallery images will be made available for download by customers for 30 days. Thereafter, images may or may not be accessible. Requests by customers for Keep it Digital™ to retrieve and provide images after 30 days will involve a service charge (separate from the normal service rate) to customers. This separate service charge can possibly increase over time.

In the event of a death of a customer or if the customer is unable to be contacted, as a benefit of the Keep it Digital™ service, an immediate family member of the customer is authorized to purchase a copy of the Keep it Digital™ images on file. Reasonable attempts will be made to validate approval from the original customer but if the customer is deemed unable to respond or unavailable, an immediate family member is authorized to take possession of the items on file. As previously noted, there will involve a service charge (separate from the normal service rate) for archived images due to costs associated with maintaining/storing images over 30 days. This separate service charge may increase over time.



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Monthly Service

By signing up for the monthly service, you are committing to a minimum of three (3) months of service at the specified level [*Whether or not items are mailed to Keep it Digital™, your credit card will still be charged during this 3 month period*]. No service level changes or cancellation will be allowed within this initial time period after signing up for monthly service. Following the initial 3 month period, authorization to continue charging your card on a recurring basis remains in effect and you will continue to be charged the monthly rate, however you are able to change service level to "Pay as you Go" or you may cancel the service at any time after the 3 month period. Your service level change request will take place in the month following your request so you will be charged one final monthly payment following your service level change or cancellation request.

WEBSITE

Internet / Website

There will be occasions when the Service will be interrupted for maintenance, upgrades, repairs, or as a result of equipment failure that is beyond our control. Keep it Digital™ will take reasonable steps to minimize such disruptions that are within our control. However if this occurs, the customer cannot request a refund for the digital formatted documentation if it is not accessible via the website. When the host server is down the customer cannot reasonably expect to view or order a copy of the digital documentation.

Third-Party Links

We may provide links to third-party sites that might be of interest to you. We have no control over the content or availability of the contents of these sites. It is your responsibility to become familiar with each site's privacy and other policies and terms of service, and to contact that site's Webmaster or site administrator with your concerns.

LEGAL AGREEMENTS

Privacy Policy

When you create an account with Keep it Digital™, we request some personal information, such as your name, email address, and mailing address. We protect and use this information as set forth in our [Privacy Policy](#). Keep it Digital™ personalization often includes the addition of name(s) and photos of individual(s) associated with the account (i.e., customer or children). If authorized by the user, these items may be displayed publicly in public galleries.

U.S. Government Restricted Rights

All materials, information, software and other products supplied by or through the service are provided with "RESTRICTED RIGHTS." use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR52.22724 and DFAR252.227-7013 et seq. or its successor. Use of any of such by the Government constitutes acknowledgment of our or our suppliers' proprietary rights in them. In the event that the License, or any part thereof, is deemed inconsistent with the minimum rights identified in the Restricted Right provisions, the minimum rights shall prevail.

Indemnification

You agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the service using your account.

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 any claims hereunder shall be subject to the state and federal laws of the state of Texas, and hereby consent to jurisdiction and venue in the Austin Division of the Western District of Texas.

Export

You are responsible for compliance with all local laws, and you are required to comply with U.S. export laws and regulations when you use or export any software or materials provided through the Service.

Disclaimer of Warranties

THE CONTENT AND/OR MATERIALS AVAILABLE THROUGH KEEP IT DIGITAL™'S SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KEEP IT DIGITAL™ EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. KEEP IT DIGITAL™ MAKES NO WARRANTY THAT ITS SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT THIS SITE OR OUR SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. KEEP IT DIGITAL™ MAKES NO WARRANTY REGARDING ANY SOFTWARE, GOODS, SERVICES, SPECIAL OFFERS, OR THE DELIVERY OF ANY SOFTWARE, GOODS OR SERVICES, PURCHASED, ACCESSED OR OBTAINED THROUGH KEEP IT DIGITAL™'S SITE OR ADVERTISED THROUGH KEEP IT DIGITAL™'S SITE.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KEEP IT DIGITAL™ BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF KEEP IT DIGITAL™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE KEEP IT DIGITAL™'S SITE OR SERVICES, FROM ANY CHANGES TO THIS SITE OR ITS SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA. 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.

Customer Policy for Idea Submission

Many of our customers are interested in submitting ideas for products and services to be used at Keep it Digital™, either independent of, or in conjunction with, our internally developed concepts. We appreciate our customers' interest in improving our service; however, please note our policy on external idea submission:

- Unsolicited ideas submitted to Keep it Digital™, Inc. or any of its employees automatically become the property of Keep it Digital™
- By submitting unsolicited ideas to Keep it Digital™, you automatically forfeit your right to the intellectual property of these ideas.
- If you intend to own the intellectual property rights of your ideas in any way (patent, trade secrets, copyright, trademark, etc.) please do not submit your concepts or prototype samples to Keep it Digital™ or its employees. Send a message to [ideasubmission@Keep it Digital™.com](mailto:ideasubmission@KeepitDigital.com) and describe ONLY the general application. If we think there is opportunity to pursue your idea further, we may contact you. Please note that a proper legal agreement may need to be executed in order to effectively evaluate your concept(s).

Advertising/Promotional use of public content:

Keep it Digital™ service does generate advertising or related revenue through provisions of its services which involve use of images made available in public galleries. Keep it Digital™ is authorized to generate revenue and/or other remuneration from the Services including from portions of the Services that include Your Content without obligation to provide remuneration. Your public items may be displayed at local establishments for the purpose of highlighting or displaying your image in a positive manner, on devices other than the internet such as TV screens or other digital projection systems. The method by which Keep it Digital™ generates revenue through these types of services are subject to change without requiring specific notice to customers of the Keep it Digital service.

Your content will not be displayed in a manner that we deem offensive or inconsistent with our standard policies and procedures. At any time a request can be made to remove content. The content will be removed as soon as is practical.

Service Area

Our website can be viewed worldwide. Certain services may or may not be available to all locations (i.e. postage is not pre-paid for international shipments or other non-US mail based locations). Keep it Digital™ is not making any commitment to provide all services to all locations. This should not be implied or expected just because the content is viewable worldwide.

POSTAGE

Monthly Service Customers

For monthly service customers, postage for items at the approved service level (10 items per month, 20 items per month, etc.) are included in your monthly service fee.

Any postage cost incurred as a result of a number of items being sent beyond the accepted service level agreement will be charged to the customer account.

*(e.g., Customers with 10 item per month service level can send 10 items in the Keep it Digital™ envelope. At no additional cost, monthly service customers can also include up to 10 additional photos or other items that will be used to personalize the base Keep it Digital™ items. This generally indicates a maximum of 20 items that can be included in the envelope for the 10 item service level agreement before any additional charges apply [items of non-standard weight may be charged accordingly]).**

Any and all items above and beyond the approved service level will be charged to the customer account on a per item cost basis (Please refer to the website for the current rate). This cost (as applicable) will be charged to your account above and beyond your monthly service fee.

* Comparable policy applies to 20 items per month level, scaled up accordingly.

Non-Monthly Service Customers

Customers not participating in monthly service plan will be responsible for all postage cost.

Postage costs (as applicable) will be applied to your order based on per item cost basis (Please refer to the website for the current rate). The postage cost is not included in the rate of service and will be charged above and beyond the cost of the requested service.

Customers Outside the Continental US

The Monthly Service Customers Postage policy defined above applies only to customers in the continental U.S. Any customers outside the continental U.S. must adhere to the Non-Monthly Service Customer policy which requires all postage to be the responsibility of the customer.

Postage Carriers

Regardless of what carrier is used to send items to Keep it Digital™, all items will be returned to sender/customer via a carrier selected by Keep it Digital™.

Keep it Digital™ can not be held liable for damage or loss as a result of incoming or return postage carriers.

MISCELLANEOUS

We may assign our rights and responsibilities hereunder without notice to you. All items purchased through Keep it Digital™ are made pursuant to a shipment contract. This means that



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the risk of loss and title for such items pass to you upon our delivery to our carrier. When you place an order, Keep it Digital™ will not bill you until we complete the work requested.

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 Keep it Digital™ with respect to this service, and supersede all other communications, written or oral, with regard to the service.