

ALKIT

Terms of Use Policy

Terms of Use

Please read before using our services.

Welcome to the services provided by our company - Alkit. We truly hope that you enjoy using our services which are destined to become family heirlooms. Before using the Alkit website or setting up your account with Alkit (herein referred to as “we”, “us”, or “Alkit”), please read the following Terms of Use (“Terms”) carefully. These Terms govern your access to and use of the Alkit website and services (collectively, the “Service”). If you (“you”) agree to these Terms, and wish to access and use the Service, please click on the “Sign Up” button. This will constitute your acceptance of a legally binding agreement between you and Alkit. Your access to and use of the Service are expressly conditioned on your acceptance of and compliance with these Terms. If you do not wish to accept these Terms, please click the Windows Exit button, in which case you will not be able to access or use the Service. Note that any violation of these Terms may result in termination of your ability to access and use the Service. In order to use the Service, you must be at least 18 years of age. You represent that you are at least 18 years old. If you are not at least 18 years old, please do not click attempt to send an order or otherwise indicate acceptance of these Terms, and do not attempt to use, or set up an account to use, the Services. We reserve the right at any time to change all or any part of these Terms; change the Service, including by eliminating or discontinuing any content on or feature of the Service; and change any fees or charges for use of the Service. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Service or by electronic mail. Your continued use of the Service after such notice will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms. Upon our request, you agree to sign a non-electronic version of these Terms.

1. Your Agreement When and if you use this website and Alkit, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address), and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of the Service. Our use and disclosure of any such information that you provide is governed by our Privacy Policy. As part of the account set-up and registration process, you may be asked to select a username and password. We may refuse to grant you a username for any reason in our sole discretion, including in the event that we determine that such user name impersonates someone else, is illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Service to any third party. You are entirely responsible for maintaining the confidentiality of your username and password and for any and all activities (including purchases, as applicable) that are conducted through your account.

2. Our Guarantee The goal of Alkit is 100% customer satisfaction. If you are not happy with the quality of your order, contact us within 30 days and if possible, we will remake it free of charge. In the event that we are unable to fulfill your requested change(s), we reserve the right to refund any money paid for the items that are returned not including shipping charges. We cannot be responsible for poor image quality resulting from inadequate resolution or improper exposure. Please know that digital files do not have a wide latitude for adjustment. In addition, please preview your images to ensure that all customizable features are to your liking before placing your order. These features include spelling, grammar, positioning of text, orientation/cropping of images and other services such as paper choice and finish options. Orders submitted with the 'no color corrections' option checked are not eligible for reprinting by us due to color issues. The customer is totally responsible for the output in this situation.

3. Color Management For the best possible printed images, please ensure you are submitting properly exposed files. Alkit has years of experience with color management and will produce these files as they are submitted to us. For additional detailed tips on color management and the use of an image histogram please refer to 'Tips for great pictures' under our Help tool. 1 of 8.

4. Our Turnaround is considered among the fastest high quality prolab services in America. Setting the industry standard for quick delivery without compromising quality. Our remarkably fast turnaround is the result of a highly automated production capability, a very experienced staff, and an extremely efficient workflow. Orders are in shipping within hours.

5. Payment Your credit card is authorized and charged at the time your order is placed. Your card will show 'ALKIT' as the company being paid for your Alkit services.

6. Your Use of the Service Subject to and conditioned upon your compliance with these Terms, we grant to you a non-exclusive, non-transferable, non-sublicensable, limited right and license to access and use the Service, including any images, text, graphics, sounds, data, links and other materials incorporated into the Service (other than your Submissions), solely as made available by us and solely for your own personal purposes. The Service, including all such materials and all intellectual property rights therein, remain the property of Alkit or its licensors or suppliers. Except as expressly authorized by these Terms, you may not use, reproduce, distribute, modify, transmit or publicly display any portion of the Service without the written consent of Alkit. While using the Service, you agree not to: - Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; - Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use any fraudulent, misleading or inaccurate email address or other contact information; - Restrict or inhibit any other user from using the Service, including, without limitation, by means of "hacking" or defacing any portion of the Service; - Violate any applicable laws or regulations; - Express or imply that any statements you make are endorsed by us, without our prior written consent; - Upload to, transmit through, or display on the Service (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us); - Engage in spamming or flooding; - Transmit any software or other materials that contain any

viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature; - Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Service; - Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the Service; - Frame” or “mirror” any portion of the Service, or link to any page of or material on the Service other than the URL located on any website from Alkit or the URLs provided by us to you for such purposes as part of the Service, without our prior written authorization; - Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Service; or - Harvest or collect information about users of the Service without their express consent. We may terminate your access to and use of the Service immediately if you fail to comply with the above rules.

7. Your Submissions In the event that you post or upload to the Service, or otherwise submit to us as part of your use of the Service, any materials including, without limitation, photographs and other images, text, graphics, sounds, data, links and other materials (collectively, “Submissions”), you will retain ownership of such Submissions, and you hereby grant us and our designees a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, fully paid-up, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, and publicly display and perform such Submissions, solely in connection with the Service. Except for the foregoing license, we do not claim ownership of any copyright in your Submissions. You represent, warrant and covenant that you own or otherwise possess all necessary rights with respect to your Submissions, and that your Submissions do not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable. 2 of 8 None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Submissions. You acknowledge and agree that we may (but are not obligated to) do any or all of the following, at our discretion: (a) monitor and/or filter any Submissions (including without limitation by means of blocking or replacing expletives or other language that may be deemed harmful or offensive); (b) alter, remove, or refuse to send, transmit or otherwise use any Submission (including, without limitation, by suspending the processing and shipping of any order relating to any Submission); and/or (c) disclose any Submissions, and the circumstances surrounding the transmission or use thereof, to any third party in order to operate the Services; to protect our affiliates, distributors, partners, licensors, advertisers, sponsors, and users; to comply with legal obligations or governmental requests; to enforce these Terms; or for any other reason or purpose. We recommend you keep backup copies of your Submissions on your hard drive or other personal system, as the Service is not intended to be used as a backup solution for storing your Submissions.

8. Making Purchases If you wish to purchase any products or services through the Service, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to

our acceptance of any order. Price and availability of any products or services are subject to change without notice, and our current prices can be found on the Service. Title and risk of loss for any purchases pass to you upon our delivery to our carrier. When you place an order, we will not charge you until we ship the items ordered. We reserve the right to ship partial orders (at no additional cost to you), and the portion of any order that is partially shipped may be charged at the time of shipment.

9. Copyright Issues Alkit is committed to protecting copyrights and expects users of the Service to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on or through the Service infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Service; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details.

10. Infringement Claims/Copyright Agent If you believe that any material contained on the Site infringes your copyright or other intellectual property rights, you should notify Alkit of your copyright infringement claim in accordance with the following procedure. Alkit will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to this Site's Designated Agent who is: Steven Buchbinder c/o Alkit 20 Maple Place Freeport, NY 11520. Ph: 516.379.1515 Email: <mailto:sbuchbinder@alkit.com> To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)): - Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; 3 of 8 - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; - Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; - A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and - A statement,

made under penalty of perjury, that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. E-mails sent to sbuchbinder@alkit.com for purposes other than communication about copyright claims may not be acknowledged or responded to.

11. Web Addresses (URLs) As part of the Service's online image share feature, we may provide you with access to and use of certain personalized pages on Alkit sites and the corresponding web addresses (URLs) chosen by you. However, we do not guarantee the availability of any particular web page or URL, and we reserve the right, at any time and in our sole discretion, to reclaim, suspend, terminate and/or transfer any such web page or URL. In such cases, we may, at our option, provide you with another web page and URL.

12. Terms and Termination These terms shall remain effective until terminated as set forth herein. We may immediately terminate these Terms, and/or your access to and use of the Service or any portion thereof, at any time and for any reason, with or without cause, upon notice to you. Upon termination of these Terms, you will cease all use of the Service. Except for the license to access and use the Service granted to you in Section 2, the rights and obligations of the parties as set forth herein will survive termination.

13. Third-Party Websites, Software and Services The Service may direct you to websites, software or services owned or operated by third parties ("Third Party Properties"). We have not reviewed all of the Third Party Properties to which you may be directed and we have no control over such Third Party Properties. We are not responsible for (a) the content and operation of such Third Party Properties, or (b) the privacy or other practices of such Third Party Properties. The fact that the Service directs you to such Third Party Properties does not indicate any approval or endorsement of any Third Party Properties. We direct you to such Third Party Properties only as a convenience. You are responsible for the costs associated with such Third Party Properties, including any applicable license fees and service charges. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any such Third Party Properties.

14. Access By Minors Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the websites of the Electronic Frontier Foundation (http://www.eff.org/pub/Censorship/Ratings_filters_labelling/) and of America Links Up (<http://www.netparents.org/parentstips/browsers.html>).

15. Limit of Liability Though every precaution is taken to insure the safety of our film, unfortunately even with the best operators and best machines, error is possible. Submitting any film to this firm for processing, printing or other handling constitutes an AGREEMENT by you that any damages or loss by our company, subsidiary or agents, even though due to the negligence or other fault of our company, subsidiary or agents, will only entitle you to replacement with a like amount of unexposed film and processing. Except for such replacement, the acceptance of the film is without other warranty or liability, and recovery for any incidental or consequential damages is excluded.

16. Indemnification You agree to indemnify, defend and hold us, our affiliates, distributors, partners, licensors, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other

representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms, including any violation of the rules set forth in Section 2 above; (b) your Submissions; and/or (c) your activities in connection with the Service. 4 of 8

17. Disclaimer of Warranties The service, including all materials incorporated therein, is provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible by applicable law, Alkit and its affiliates, distributors, partners, licensors, advertisers, sponsors and agents disclaim all warranties, express or implied, including, without limitation, implied warranties of title, non-infringement, accuracy, merchantability, and fitness for a particular purpose, and any warranties that may arise from course of dealing, course of performance or usage of trade. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. We and our affiliates, distributors, partners, licensors, advertisers, sponsors and agents do not warrant that your use of the service will be uninterrupted, error-free or secure, that defects will be corrected, or that the service, the server(s) on which the service is offered or any software incorporated into the service are free of viruses or other harmful components. You assume all responsibility and risk for your use of the service and your reliance thereon. No opinion, advice or statement of Alkit or its affiliates, distributors, partners, licensors, advertisers, sponsors or agents, whether made on or through the service or otherwise, shall create any warranty. Your use of the service is entirely at your own risk.

18. Policy for Idea Submission Many of our customers are interested in submitting ideas and suggestions for products and services to be used at Alkit, either independently of, or in conjunction with, our internally developed concepts. We appreciate our customers' interest in improving the Service; however, please note that any such ideas or suggestions that you submit will be owned by Alkit, and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to Alkit or any of its services. In the event that the foregoing assignment is held to be ineffective for any reason, your ideas and suggestions will be treated as Submissions, subject to the license granted to Alkit in Section 3 of these Terms. If you intend to retain any intellectual property rights in your ideas and suggestions (patent, trade secrets, copyright, trademark, etc.) please do not submit them to us without our prior written approval. You can inquire regarding such approval by sending a message to proimaging@alkit.com. If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by Alkit in order to evaluate your idea or suggestion.

19. Miscellaneous These Terms are governed by and construed in accordance with the laws of the State of North Carolina, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Nassau, New York, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible, or, if incapable of such enforcement, shall be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to other persons, places and circumstances shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have

hereunder operate as a waiver of any right or remedy. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms are not assignable, transferable or sublicenseable by you except with our prior written consent. These Terms may not be modified or amended except as set forth in the introductory section of these Terms. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

If you have any questions or comments regarding these Terms, please contact: sbuchbinder@alkit.com

By submitting an order or otherwise indicating acceptance of these terms, you acknowledge that (1) you have read and reviewed these terms in their entirety, (2) you agree to these terms, and (3) these terms constitute binding and enforceable obligations of you. 5 of 8