

TERMS AND CONDITIONS

HOME ARCHIVE PHOTO SCANNING SERVICES AND WE-COME-TO-YOU PHOTO SCAN ARE SUBSIDIARIES OF WE-COME-TO-YOU PHOTO SCAN LLC. BEFORE USING ANY OF OUR SERVICES, PLEASE READ THESE TERMS WHICH WILL GOVERN YOUR RIGHTS AND USAGE OF THE SERVICES. IF YOU WISH TO USE OUR SERVICES, THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND WE-COME-TO-YOU PHOTO SCAN LLC.

LOCATION OF SETTING-UP OF PORTABLE HOME ARCHIVE PHOTO SCANNING SERVICES WORKSTATION

YOU AGREE TO PROVIDE A WELL-LIT INDOOR AREA, NO LESS THAN 12' BY 10' IN DIAMETER IN WHICH YOUR HOME ARCHIVE TECHNICIAN MAY SET-UP HIS WORKSTATION. UNLESS LOCATED IN AN ACKNOWLEDGED BUSINESS BUILDING OR COMPLEX WHERE THERE IS DIRECT ACCESS BY WORKING ELEVATORS, THE AREA MUST BE IN AN EASILY ACCESSIBLE LOCATION ON THE FIRST FLOOR, PREFERABLY IN A ROOM WITH LARGE WINDOWS IF POSSIBLE, SUCH AS A LIVING ROOM OR DEN. KITCHENS, BEDROOMS AND GARAGES ARE NOT ACCEPTABLE. A WORKING AC POWER OUTLET MUST BE EASILY ACCESSIBLE AND WITHIN FIFTEEN FEET OF WHERE WORKSTATION IS TO BE SET-UP. YOU AGREE THAT ANY ANIMALS NOT HOUSED IN A CAGE WILL BE BARRED FROM ACCESS TO THE AREA FOR THE DURATION OF THE APPOINTMENT. YOU AGREE THAT YOUR HOME ARCHIVE TECHNICIAN WILL NOT BE REQUESTED TO MOVE YOUR FURNITURE OR POSSESSIONS OR BE RESPONSIBLE FOR THEIR SAFETY OR MAINTENANCE IN ANY WAY WHATSOEVER. IF FOR ANY REASON THE TECHNICIAN DEEMS THE LOCATION UNACCEPTABLE, HE MAY IMMEDIATELY TERMINATE THE APPOINTMENT AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS WE-COME-TO-YOU PHOTO SCAN LLC, ITS OFFICERS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY FROM INCURRING ANY LIABILITY WHATSOEVER.

INTERNET PROVIDER CODE

IN ORDER TO BE OF BEST SERVICE TO YOU, YOU MAY PREFER THAT WE HAVE INTERNET ACCESS DURING OUR APPOINTMENTS. IF YOU HAVE A WIRELESS NETWORK, PLEASE BE PREPARED WITH YOUR NETWORK PASSWORD (NOT TO BE CONFUSED WITH PASSWORDS TO YOUR COMPUTERS OR OTHER PRIVATE INFORMATION !) SO THAT WE MAY ENABLE OUR COMPUTER TO BE ONLINE WHILE WE'RE WITH YOU.

PAYMENT AT CONCLUSION OF EACH APPOINTMENT

YOU AGREE IN ALL CASES TO RENDER FULL PAYMENT TO YOUR HOME ARCHIVE TECHNICIAN FOR SERVICES RENDERED (HOURLY FEES AND SEGMENTS THEREOF) AND PRODUCTS PURCHASED (ex: ADDITIONAL DVD'S, PHOTO FRAMES, etc.) IMMEDIATELY AT THE CONCLUSION OF EACH APPOINTMENT. WE-COME-TO-YOU PHOTO SCAN LLC DOES NOT OFFER PARTIAL OR AFTER-APPOINTMENT BILLING UNDER ANY CIRCUMSTANCES. NO PAYMENTS MAY BE DELAYED IN ORDER TO BE ACCRUED IN THE ANTICIPATION OF MORE THAN ONE APPOINTMENT.

ACCEPTED FORMS OF PAYMENT

WE-COME-TO-YOU PHOTO SCAN LLC ACCEPTS CASH, LOCAL PERSONAL CHECKS DATED FOR THE DAY OF SERVICES RENDERED, VISA, MASTERCARD, AMERICAN EXPRESS CREDIT AND DEBIT CARDS, VENMO AND PAYPAL.

DESCRIPTION OF CONTINUOUS HOURLY RATE

YOU AGREE THAT ONCE THE MUTUALLY-AGREED-UPON TIME OF THE APPOINTMENT HAS COMMENCED, THE ACCRUED TIME WILL BE CONTINUOUS AND WILL NOT BE STOPPED OR PAUSED UNTIL THE MINIMUM HAS BEEN REACHED. NO INTERACTIONS DURING THE APPOINTMENT INCLUDING, BUT NOT LIMITED TO PHONE CALLS, DISCUSSIONS OF ANY LENGTH OR TOPIC BETWEEN YOU AND ANYONE INSIDE OR OUTSIDE OF YOUR HOME OR OFFICE, NOR ANY INTERACTIONS BETWEEN YOU OR ANYONE INSIDE OR OUTSIDE OF YOUR HOME OR OFFICE WITH YOUR HOME ARCHIVE TECHNICIAN, NOR ANY PHONE CALLS MADE ON YOUR BEHALF SHALL CONSTITUTE A PAUSE IN THE ACCRUEMENT OF TIME THE SERVICES ARE BEING RENDERED. SHOULD YOUR SERVICES BE COMPLETED IN LESS THAN THE MINIMUM NUMBER OF HOURS, YOU AGREE TO STILL PAY IN FULL FOR THE NUMBER OF MINIMUM HOURS.

BREAKS

YOU AGREE THAT, AS PRESCRIBED BY LAW, YOUR TECHNICIAN(S) WILL TAKE A MANDATORY 30 MINUTE MEAL BREAK AFTER THE FIRST THREE HOURS OF YOUR APPOINTMENT WHICH SHALL NOT BE COUNTED IN ACCRUED PAID HOURS TO YOU, AND A TEN-MINUTE BREAK EVERY TWO HOURS TO FOLLOW, WHICH SHALL BE INCLUDED IN ACCRUED PAID HOURS TO YOU.

PARKING

BECAUSE YOUR TECHNICIAN WILL BE LOADING IN SIGNIFICANT EQUIPMENT, SHOULD THERE BE PROHIBITED OR SPARCE PARKING ON YOUR STREET, YOU AGREE TO EITHER ALLOW YOUR TECHNICIAN TO PARK IN YOUR DRIVEWAY OR PROVIDE A PARKING SPACE IN YOUR COMPLEX IN REASONAB LE PROXIMITY TO YOUR APARTMENT OR OFFICE.

ADDITIONAL HOURS

SHOULD YOU REQUEST YOUR HOME ARCHIVE TECHNICIAN TO CONTINUE BEYOND THE MINIMUM NUMBER OF HOURS, SUBJECT TO HIS OR HER AVAILABILITY, YOU WILL ACCRUE ADDITIONAL FEES AT THE AGREED UPON HOURLY RATE. PARTIAL HOURS BEYOND THE MINIMUM NUMBER OF HOURS SHALL BE COMPUTED AS FOLLOWS:

- 01 - 15 MINUTES ACCRUE A 1/4 HOUR FEE
- 16 - 29 MINUTES ACCRUE A 1/2 HOUR FEE
- 30 - 60 MINUTES ACCRUE A FULL HOUR FEE

YOU AGREE THAT ALL FEES FOR ADDITIONAL TIME WILL BE PAID IMMEDIATELY AT THE CONCLUSION OF THE APPOINTMENT, WITHOUT EXCEPTION.

LIABILITY FOR YOUR MATERIALS FOR WORK DONE ON OR OFF-SITE

WE PRIDE OURSELVES ON TAKING UTMOST CARE OF YOUR PRECIOUS PHOTOS, ALBUMS, SLIDES, NEGATIVES, DOCUMENTS, MEMORABILIA AND ALL OF YOUR MATERIALS. HOWEVER, NO MATTER OUR EFFORT, THERE MAY OCCASIONALLY BE SOME DAMAGE TO, OR LOSS OF YOUR MATERIALS. YOU INDEMNIFY, HOLD HARMLESS, AND RELEASE FROM ANY AND ALL LIABILITY WHATSOEVER WE-COME-TO-YOU PHOTO SCAN LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, TECHNICIANS, CONTRACTORS, REPRESENTATIVES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY FOR ANY AND ALL CLAIMS, LIABILITIES, PHYSICAL AND EMOTIONAL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS FEES FOR ANY AND ALL DAMAGE TO, DESTRUCTION OF, PARTIAL OR TOTAL LOSS OF ANY AND ALL OF YOUR MATERIALS DUE TO ANY CAUSE WHATSOEVER.

EQUIPMENT

YOU AGREE THAT AT NO TIME WILL YOU OR ANYONE IN YOUR HOME OR OFFICE ATTEMPT TO OPERATE ANY OF HOME ARCHIVE SERVICES' EQUIPMENT INCLUDING, BUT NOT LIMITED TO SCANNERS, COMPUTERS AND PRODUCTS. YOU AGREE TO BE FULLY LIABLE FOR TWICE THE RETAIL REPLACEMENT COST OF ANY EQUIPMENT DAMAGED AS A RESULT OF VIOLATION OF THIS STIPULATION.

MORALITY CLAUSE

IT IS UNDERSTOOD THAT WE-COME-TO-YOU PHOTO SCAN LLC AND ITS REPRESENTATIVES' GOAL IS TO AID IN THE PRESERVATION OF PRICELESS FAMILY MEMORIES BY OFFERING EXCLUSIVE SERVICES RENDERED IN OUR CLIENTS' HOMES AND OFFICES. HOWEVER, IN THE SPIRIT OF SINCERE COOPERATION AND MUTUAL RESPECT, IT IS UNDERSTOOD THAT INAPPROPRIATE BEHAVIOR WILL NOT BE TOLERATED BY EITHER PARTY. OUR SMALL, ELITE STAFF OF TECHNICIANS ARE WELL-INTENTIONED, OF-SERVICE PROFESSIONALS. AS YOU WOULD EXPECT, ANY DEMEANING, THREATENING, SUGGESTIVE OR OBSCENE LANGUAGE OR BEHAVIOR WILL BE GROUNDS FOR AN IMMEDIATE TERMINATION OF THE APPOINTMENT AND CANCELLATION OF FUTURE OFFERS OF OUR SERVICES, AND YOU AGREE TO REMAIN LIABLE FOR THE FEES DUE FOR THE MINIMUM NUMBER OF HOURS PLUS ANY OTHER ACCRUED FEES AS DESCRIBED ABOVE.

CONTENT

YOU AGREE THAT YOU WILL NOT INCLUDE IN ANY OF YOUR PHOTOGRAPHS OR DOCUMENTS TO BE DIGITALLY SCANNED AND PRESERVED ANY IMAGES, TEXT ETC. ("MATERIAL") WHICH COULD GIVE RISE TO ANY CIVIL OR CRIMINAL LIABILITY UNDER APPLICABLE LAW, AS WELL AS ANY ABUSIVE, OBSCENE, PORNOGRAPHIC OR INAPPROPRIATE OR PROFANE MATERIAL, NOR ANY MATERIAL WHICH PROMOTES RACISM, HATRED, BIGOTRY OR HARM AGAINST ANY GROUP OR PERSON, NOR ANY MATERIAL WHICH COULD INFRINGE ANY LEGAL RIGHTS INCLUDING RIGHTS FOR PRIVACY, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS. THOUGH WE-COME-TO-YOU PHOTO SCAN LLC IS NOT RESPONSIBLE FOR THE CONTENT OF ANY PRINT, WE RESERVE THE FULL RIGHT TO DIGITIZE AT OUR SOLE DISCRETION. COPYRIGHT LAWS OF THE UNITED STATES GOVERNS THE MAKING OF COPIES OR OTHER

REPRODUCTIONS OF COPYRIGHTED MATERIAL. PHOTOGRAPHS ARE PROTECTED BY COPYRIGHT LAW. THE UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF SUCH COPYRIGHTED MATERIAL IS ILLEGAL.

INDEMNIFICATION

YOU WARRANT THAT THE SUBJECT MATTER TO BE DIGITIZED, PRINTED OR PUBLISHED IN ANY WAY WHATSOEVER UTILIZING WE-COME-TO-YOU PHOTO SCAN LLC'S PRODUCTS OR SERVICES IS DONE WITH FULL COMPLIANCE OF COPYRIGHT LAW, AND AGREE TO INDEMNIFY AND HOLD HOME ARCHIVE SERVICES LLC HARMLESS FOR ALL LIABILITY, DAMAGES AND ATTORNEY FEES THAT MAY BE INCURRED IN ANY LEGAL ACTION CONNECTED WITH THE ABOVE.

YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD WE-COME-TO-YOU PHOTO SCAN LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THE TERMS, OR ANY CLAIM RELATED TO INFRINGING THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. WE-COME-TO-YOU PHOTO SCAN LLC IS NOT RESPONSIBLE FOR ANY OVER THE LIMIT, OVERDRAFT OR OTHER BANK FEES YOU MAY INCUR FROM YOUR BANK AS THE RESULT OF OUR CHARGING YOUR CREDIT OR DEBIT CARD. WE CHARGE YOU UP TO \$45 FOR ANY CHECKS RETURNED UNPAID BY THE BANK. IF YOU FILE A CHARGE DISPUTE (COMMONLY KNOWN AS A CHARGEBACK) WITH YOUR CREDIT CARD COMPANY THEY IMMEDIATELY CHARGE US A FEE. IF WE WIN THE DISPUTE WE WILL CHARGE THAT FEE BACK TO YOU PLUS A HANDLING FEE FOR OUR TROUBLE.

STORAGE OF PROJECTS

HOME ARCHIVE PHOTO SCANNING SERVICES AND WE-COME-TO-YOU PHOTO SCAN ARE NOT EQUIPPED FOR LONG TERM STORAGE OF CLIENTS' MATERIALS SUCH AS PHOTOS, ALBUMS, SLIDES, DOCUMENTS, NEGATIVES ETC. AFTER NOTICE OF COMPLETION IS SENT TO CLIENT VIA EMAIL OR TEXT, WE WILL STORE THEIR MATERIALS FOR TWENTY-ONE DAYS AT NO ADDITIONAL CHARGE. HOWEVER ANY PROJECT MATERIALS LEFT AFTER TWENTY-ONE DAYS WILL BE BILLED AT THE RATE OF FIFTEEN DOLLARS PER DAY, SEVEN DAYS PER WEEK, AND WILL BE ADDED TO THE TOTAL DUE WHEN CLIENT PICKS UP THEIR PROJECT. REGRETTABLY THERE CAN BE NO EXCEPTIONS.

DISPOSAL OF ORIGINAL PROJECT MATERIALS

SHOULD CLIENT PREFER HOME ARCHIVE PHOTO SCANNING SERVICES AND WE-COME-TO-YOU PHOTO SCAN TO DISPOSE OF CLIENTS' ORIGINAL MATERIALS (PHOTOS, ALBUMS, SLIDES, DOCUMENTS, ETC.) WHEN THEY HAVE RECEIVED AND REVIEWED THEIR DIGITIZED PROJECTS, THEY MUST DO THE FOLLOWING: 1) WITHIN TWENTY-ONE DAYS THEY MUST SEND AN EMAIL OR SNAIL MAIL LETTER TO US SAYING THE FOLLOWING:

"I HAVE RECEIVED AND REVIEWED THE DIGITIZED COPIES OF ALL MY IMAGES. I HEREBY AUTHORIZE HOME ARCHIVE PHOTO SCANNING SERVICES TO THROW AWAY ALL MY ORIGINAL MATERIALS. I UNDERSTAND THIS IS IRREVOCABLE AND THAT MY MATERIALS WILL BE PERMANENTLY DESTROYED. I RELIEVE HOME ARCHIVE PHOTO SCANNING AND WE-COME-TO-YOU PHOTO SCAN LLC OF ANY FURTHER RESPONSIBILITY FOR THE SAFETY, REPRODUCTION, PUBLICATION OR DISPERSAL OF MY MATERIALS IN EVERY WAY WHATSOEVER."

CLIENTS WILL BE BILLED \$200.00 FOR DISPOSAL OF THEIR MATERIALS UP TO FIVE BANKER BOX-SIZE CONTAINERS. ADDITIONAL CONTAINERS WILL BE BILLED AT \$25 APIECE.

FOR CLIENT PROJECTS LEFT UNCLAIMED AFTER SIXTY DAYS: ALL ORIGINAL MATERIALS – ORIGINAL BOOKS, ALBUMS, PHOTOS, SLIDES, NEGATIVES, DOCUMENTS ETC. - WILL BE THROWN AWAY. AND CLIENT HOLDS HOME ARCHIVE PHOTO SCANNING SERVICES AND WE-COME-TO-YOU PHOTO SCAN HARMLESS FOR ANY AND ALL LOSSES AND DAMAGES WHATSOEVER OF CLIENTS' POSSESSIONS. DIGITIZED COPIES OF PROJECT WILL BE SAVED BY COMPANY FOR SIX MONTHS, WITH ADDITIONAL BILLING OF FIFTEEN DOLLARS PER DAY ADDED FROM DAY TWENTY-TWO OF NOTIFICATION OF COMPLETION OF THEIR PROJECT TO DATE OF PICK-UP TO CLIENTS' BALANCE.

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 CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, AND HEREBY CONSENT TO JURISDICTION AND VENUE IN THE COURTS OF THE SOUTHERN DISTRICT OF CALIFORNIA LOCATED IN LOS ANGELES, CALIFORNIA.

THE SERVICES, CONTENT PROVIDED BY WE-COME-TO-YOU PHOTO SCAN LLC 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, WE MAKE NO WARRANTY THAT OUR SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT OUR WEBSITE OR OUR SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE-COME-TO-YOU PHOTO SCAN LLC MAKES NO WARRANTY REGARDING ANY SOFTWARE, GOODS,

SERVICES, SPECIAL OFFERS, OR THE DELIVERY, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS OR RELIABILITY OF ANY GOODS OR SERVICES PURCHASED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM WE-COME-TO-YOU PHOTO SCAN LLC OR ITS REPRESENTATIVES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE-COME-TO-YOU PHOTO SCAN LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF WE-COME-TO-YOU PHOTO SCAN LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES THAT RESULT FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, WE-COME-TO-YOU PHOTO SCAN LLC'S SERVICES, FROM ANY CHANGES TO THIS SITE OR ITS SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT WE-COME-TO-YOU PHOTO SCAN LLC IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, WE-COME-TO-YOU PHOTO SCAN LLC WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE INTERNET. YOU AGREE THAT THE AGGREGATE LIABILITY OF HOME ARCHIVE SERVICES LLC TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE SITE OR SERVICE IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO WE-COME-TO-YOU PHOTO SCAN LLC FOR SERVICES AND GOODS RENDERED. 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.

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 US WITH RESPECT TO THIS SERVICE, AND SUPERSEDE ALL OTHER COMMUNICATIONS, WRITTEN OR ORAL, WITH REGARD TO THE SERVICE. THE FAILURE OF WE-COME-TO-YOU PHOTO SCAN LLC TO ENFORCE ANY RIGHT OR PROVISION OF THESE TERMS WILL NOT BE DEEMED A WAIVER OF SUCH RIGHT OR PROVISION.