

Terms and Conditions : Kinzin MOMento Photo Book

Kinzin.com provides members an easy, safe, and fun way to create, share and print Photo Books (collectively, the "Service"). Before you continue using the services, it is important that you carefully review the Terms and Conditions set out below (the "Terms"). BY USING THE SITE, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

These Terms may be changed or updated at any time, but you can always find the most recent version here. In the case of inconsistencies between these Terms and information included in other materials (for example, promotional materials and mailers), these Terms will always control. We recommend that you periodically check this page to make sure you are up to date.

By entering and using the Site, you indicate that you accept these Terms and that you agree to be bound by them. Acceptance of these Terms creates a binding contract between you and Kinzin that you will use the Service only in a manner consistent with these Terms. If you have questions about these Terms, please contact us at support@Kinzin.com. Your use of the Site and the Service is entirely conditioned on and subject to your compliance with these Terms. If you do not agree with these Terms, do not access or use the Service.

The Service is for personal use only; use of the Service for commercial use or broadcast to large audiences is expressly prohibited.

1. Operator

This Service is operated by Kinzin, a wholly-owned subsidiary of Uniserve Communications Corp., a Canadian federally-registered company, trading under the symbol TXS:USS, whose principal business address is Suite 1550, 1055 W. Hastings Street, Vancouver, BC, Canada V6E 2E9.

Kinzin is also referred to in these Terms as "we" and "us".

2. Purpose of the Service

Kinzin offers photography services that provide the ability for consumers to create Photo Books, and other products and services, and to view, store, edit, combine, share, and print photographs (the Service).

3. Privacy Issues

We are committed to protecting your privacy.

This policy applies to all information collected on the Site, the Service, via email, and by phone. You provide personal information to us when you order products, and request information from us. The personal information we collect includes:

- * Name
- * Address
- * Email address
- * Phone number
- * Items purchased
- * Your digital content and related titles, captions, and annotations

How we use information

Our primary goal in collecting your customer information is to provide you with a personalized, relevant, and positive experience with Kinzin. Kinzin will not sell, rent, or lease your personal information to others.

We use your email address to answer email we receive from you and to provide you updates about Kinzin services. We will not share your email address with outside parties. From time to time, you may be invited to participate in optional customer surveys or contests. We use information collected from surveys to learn about our customers in order to improve our services and develop new products and services of interest to our customers.

We do not store your credit card information in our database. Credit card numbers are used for processing payments only and for no other purposes

4. Trademarks

All brand, product, and service names used in this Service which identify Kinzin or third parties and their products and services are proprietary marks of Kinzin and/or the relevant third parties. Nothing in this Service shall be deemed to confer on any person any license or right on the part of Kinzin or any third party with respect to any such image, logo or name.

5. Availability

Kinzin uses reasonable endeavors to ensure that the Service is available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades, and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of Kinzin. Reasonable steps will be taken by us to minimize such disruption where it is within the reasonable control of Kinzin. You agree that Kinzin shall not be liable to you for any modification, suspension or discontinuance of the Service.

6. "MOMento" Photo Book

a. The Kinzin Service permits the submission of photos or other communications submitted by you and other users ("MOMento Book"), along with the sharing and/or

publishing of such MOMento Books. You understand that whether or not such MOMento Book are published, Kinzin does not guarantee any confidentiality with respect to any submissions.

b. You shall be solely responsible for your own MOMento Book and the consequences of posting or publishing them. In connection with MOMento Book, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize Kinzin to use them to provide you the Service; and (ii) you have the written consent, release, and /or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and authorize Kinzin to use them to provide you the Service. For clarity, you shall retain all of your ownership rights in your MOMento Book.

c. In connection with MOMento Book, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Kinzin all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Kinzin or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate; (iv) impersonate another person. Kinzin does not endorse any User Submission or any opinion, recommendation or advice expressed therein, and Kinzin expressly disclaims any and all liability in connection with MOMento Book.

d. Kinzin permits you to share your own MOMento Book hosted, for personal, non-commercial purposes only. You understand that the MOMento Book, whether or not linked or embedded into other web sites, are provided to You only on an as-available basis, and Kinzin does not guarantee that their availability will be uninterrupted or bug free. Kinzin reserves the right to discontinue any aspect to the Kinzin Website and Service at any time, including discontinuing any linked or embedded Content either generally or in specific cases.

7. Copyright Issues

Proprietary Rights in Site Content; Limited License

All content on the Web site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company, its Users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you

legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Site Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Site Terms and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Site Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

User Content Posted on the Site

You are solely responsible for the photos, profiles, messages, notes, text, information, music, video, advertisements and other content that you upload, publish or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other Users (collectively the "User Content"). You understand and agree that the Company may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation User Content that in the sole judgment of the Company violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Trademarks

Kinzin, All Together Now, the Kinzin penguin logo, "The Zin" magazine and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Company in Canada, the U.S. and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

8. External Links

From time to time, Kinzin may provide links that will take you to other, third party websites. These links are provided for your convenience. If you decide to access linked websites you do so at your own risk. We do not endorse or take responsibility for the content on other websites or the availability of other websites and you agree that Kinzin is not liable for any loss or damage that you may suffer by using other websites.

9. Amendment of the Terms

We reserve the right to amend these Terms from time to time.

10. 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 province and federal laws of the province of British Columbia, and hereby consent to jurisdiction and venue in the courts located in Vancouver, Canada.

11. Comments

If you have any comments or questions about these Terms or our Service please contact us by email at support@kinzin.com.

12. Age restriction

To purchase from or use the Service you must be 13 years old or over. You agree that the information that you provide to us will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

13. Formation of a Binding Contract

No contract will exist between you and Kinzin for the supply of any services or products unless and until Kinzin accepts your order by a confirmatory e-mail, telephone conversation, or other appropriate means of communication.

14. Pricing and Delivery

All prices are stated in U.S. dollars and are valid until altered by us. Prices do not include delivery charges or any import duties that may be added by the order destination country. Postage will be added to your order during the checkout process. In the event that you order products and the price published on the Service was incorrect, Kinzin will contact you to let you know the correct price and ask you whether you still wish Kinzin to fulfill

your order at the correct price. Any dates specified for delivery of any products are intended to be an estimate only.

15. Right to Return

You may return any defective item to Kinzin within 30 days of receipt. Please read carefully Kinzin's Return Policy, which forms part of these Terms.

16. Conduct

You are responsible for all of the images you upload, share or copy using the Service. You must have the legal right to copy and display each image that you upload, share or print. Professional images that are provided to you by professional photographers or made available through websites, magazines, books or other resources, are protected by copyright and should not be uploaded, shared or copied using the Service.

You agree not to use the Service:

- a. for any unlawful purposes;
- b. to upload, post, order for print, email or otherwise transmit or communicate any material that is obscene, offensive, pornographic, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
- c. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;

You further agree that you shall not:

- a. interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service;
- b. provide any information to Kinzin that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose; or
- c. use email from Kinzin to create spam emails to be sent from us.

17. Monitoring of Content

Kinzin does not control the content created using the Service and does not have any obligation to monitor such content for any purpose. You acknowledge that you are solely responsible for all content and material you provide to the Service.

18. Suspension and Termination of Access and Membership

You agree that Kinzin may at any time without notice:

- a. move or suspend any part of the Service; or
- b. refuse to fulfill any order, or any part of any order or terminate your account and delete any content stored in your account if, in Kinzin's sole discretion, you fail to comply with any of these Terms or if a competent regulatory authority requires us to do so.

19. Disclaimer of Warranty and Limitation of Liability

Kinzin agrees that all services will be carried out with reasonable skill and care, and any goods supplied will be of satisfactory quality and reasonably fit for their purpose.

THE SERVICE, KINZIN'S SITE, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED BY US "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, KINZIN DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY DIGITAL PHOTO TO KINZIN, AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE 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 OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR DIGITAL CONTENT. IN THE EVENT OF ANY MISTAKE BY KINZIN, SUCH AS THE SHIPMENT OF A DEFECTIVE PRODUCT, WE WILL BE LIABLE ONLY TO THE EXTENT OF OUR RETURN POLICY.

EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING PARAGRAPH, TO THE FULLEST EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES RESULTING FROM THE USE OR PROVISION OF THE SERVICE, KINZIN'S SITE AND ALL RELATED PRODUCTS AND SERVICES, EVEN IF KINZIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

21. 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.

22. Return Policy

You may return any defective item to Kinzin within 30 days of receipt for a credit or refund. In some cases, and at our sole discretion, we will refund or credit your original shipping cost. Please follow the instructions below.

Instructions for returning orders:

If your order arrived damaged or if there is some defects, please email us at momento@kinzin.com. We'll let you know whether you need to return the item to us. If you do need to make a return, simply send your order within 30 days of receipt—in the original packaging, if possible—to the following address:

Suite 1550, 1055 W. Hastings Street,
Vancouver, BC, Canada V6E 2E9

Effective: April 4, 2007