



Service Agreement

Erpenbeck Elementary School

Lifetouch ID: 120147

Account Representative Email:
tammy.gerdes@lifetouch.com

School Year(s): 2021-2022

Contract Length: 1

Account Information

Erpenbeck Elementary School
9001 Wetherington Blvd
Florence, KY 41042Main Phone: 859-384-7200
Enrollment: 700
Grades: K - 5

Summary of Programs Provided

- ☒ Fall Individuals ☒ Yearbook ☐ Groups ☐ Commencements ☐ Service
☒ Spring Individuals ☐ Prestige Seniors ☐ Prom/Dance ☐ Other/Misc
☐ Underclass Grads ☐ Sports ☐ Special Events

Program/Type	Start Date	End Date	Setup Time	Start Time	End Time	Fee/Photo/d	Setup Location
Fall Individual - Original (Fall Individuals)	09/08/2021	09/08/2021	8:00 AM	9:00 AM	1:30 PM	350	2 Cameras
Fall Individual - Retake (Fall Individuals)	11/04/2021	11/04/2021	9:00 AM	10:00 AM	11:00 AM	50	
Fall Individual - Candid (Fall Individuals)	04/22/2022	04/22/2022	8:45 AM	9:00 AM	2:00 PM	350	1 Camera
Additional Notes: (ACT) - Yearbook Candid - Please reach out for additional Candid Coverage dates							
Spring Individual - Original (Spring Individuals)	03/03/2022	03/03/2022	8:00 AM	9:00 AM	1:30 PM	350	2 Cameras

*Proposed details or TBD if blank:

Account Services

- ☐ Yearbook - Media CD/DMD
☒ Parent Notify
☐ Storefront
☒ Lifetouch Portal

Yearbook Provider:

Storefront Contact:

Lifetouch Portal Contact: Lisa Meyer

Additional Details

Contact Information


Contact Name	Title	Role	Phone	Email
Emily Browning	Administrative Assistant	School Support Staff	859-384-7200	emily.browning@boone.kyschools.us
Jessica Pass	Principal	Primary Contact	859-384-7200	jessica.paxx@boone.kyschools.us
Lisa Meyer	Adviser	Portal Contact; Yearbook Adviser	859-384-7200	lisa.meyer@boone.kyschools.us
April Boswell	Administrative Assistant	Bookkeeper	859-384-7200	april.boswell@boone.kyschools.us
Mary Ann Rankin	Administrator	EDT Coordinator	859-384-7200	maryann.rankin@boone.kyschools.us

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

DocuSigned by:

9D5A2DA6655643D...

Tammy Gerdes

5/13/2021

Account Manager

Emily Browning

Administrative Assistant

TERMS OF USE

LAST UPDATED: July 15, 2020

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- Impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information;
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- Upload to, transmit through, or display on any of our Sites and Apps (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;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, or other destructive items;
- Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our Sites and Apps; and
- Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of our Sites and Apps.
- Display adult nudity or inappropriate child nudity.
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- Use the Share Sites for the sale of goods or services.
- Post objectionable material, such as material containing hate or malicious content or offers for adult services, or material inciting or advocating terrorism or violence.

If you fail to comply with the above rules, such failure will constitute a violation of these Terms, and in addition to any other rights or remedies we may have, we may immediately terminate your access to and use of our Sites and Apps.

Some features of our Sites and Apps may enable you to send and receive transmissions. You acknowledge that we have no responsibility or liability for any transmissions, and/or any content included in such transmissions, sent or received by you. We reserve the right, in our sole discretion and at any time, to set limits on the number and size of any transmissions sent by or received through our Sites and Apps and/or the amount of storage space available for transmissions or for any feature made available through our website.

1. YOUR MEMBER ACCOUNT

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In order to create a member account with any of our Sites and Apps, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites and Apps.

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If you wish to purchase any products or services through any of our Sites and Apps, 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 REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. 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.

Descriptions, images, references, features, content, specifications, products, price and availability of any products or services are subject to change without notice, and our current prices can be found on our Sites and Apps. We make reasonable efforts to accurately display the

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In addition to the terms and conditions of these Terms, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through our Sites and Apps may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from these Terms. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such Promotion. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules will control.

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As part of our services, such as Shutterfly Share Sites, we may provide you with access to and use of certain personalized pages and the corresponding web addresses (URLs) you choose. 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

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Our Sites and Apps may direct you to sites, 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 have no control over and 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 our Sites and Apps direct you to such Third Party Properties does not indicate any approval or endorsement of any such 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.

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While using our services, you have the option of granting us access to your account(s) with certain third-party social media and other services, such as Facebook, Instagram, Google Photos, Flickr, Twitter, SmugMug, and others (each, an "SNS"). Provided an SNS permits this, we can capture and make available on the Site and through the Apps the photos and other content that you have stored in your account(s) with such SNSs ("SNS Content"). By granting us access to your SNS Content, you understand that we will access, make available and store (if applicable) your SNS Content so that it is available on the Site and through our Apps. We are not responsible for any SNS Content stored on an SNS that you choose to make available on the Site and through our Apps. Depending on the SNS you choose and subject to the privacy settings you have set in your SNS account(s), personally identifiable information that you post to your SNS account(s) will be available on the Site and through our Apps. Please note that if an SNS account becomes unavailable or SNS terminates our access to your SNS account(s), any Content from that SNS may no longer be available on the Site and through our Apps. You have the ability to disable the connection between the Site and Apps and your SNS account(s), at any time, by accessing the "Settings" section of the Site and Apps. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH SNS, INCLUDING YOUR RIGHTS WITH RESPECT TO ANY CONTENT THAT YOU PROVIDE TO AN SNS AND THE STORAGE OF SUCH CONTENT, IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SNS.

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Shutterfly, LLC

Attn: Legal

2800 Bridge Parkway

Redwood City, CA 94065

Email: legal@shutterfly.com

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These Terms are governed by and construed in accordance with the laws of the State of California, United States of America, without regards to its conflict of law provisions, and except to the extent preempted by or inconsistent with federal law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Santa Clara, California, 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, will be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision will be enforced to the maximum extent possible, or, if incapable of such enforcement, will 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 will remain in full force and effect. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default, nor will 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: legal@shutterfly.com.

15. TERMINATION

Either you or we may terminate your access to our Sites and Apps and to your account at any time, with or without cause, and with or without prior notice. Without limiting the foregoing, we may terminate your access if you violate these Terms. Upon termination for any reason, your right to access and/or use our Sites and Apps will immediately cease. Upon termination, you will have no further access to, and we may delete, any information, files or materials in or related to your account, including, without limitation, any User Submitted Materials. Upon termination, Shutterfly may delete all information, files and materials related to your account, including any User Submitted Materials, and we will have no obligation whatsoever to save or make any such information, files or materials available to you. You agree that we will have no liability

whatsoever to you or any other party as a result of a termination of your access our Sites and Apps and to your account and/or as a result of the deletion or loss of any information, files or materials in or related to your account.

16. ARBITRATION AGREEMENT

Please read this carefully. It affects your rights. If you are a Shutterfly customer in the United States (including its possessions and territories), you and Shutterfly agree that any dispute, claim or controversy arising out of or relating in any way to the Shutterfly service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that **you and Shutterfly are each waiving the right to a trial by jury or to participate in a class action.** This arbitration provision shall survive termination of this Agreement and the termination of your Shutterfly account.

If you elect to seek arbitration or file a small claim court action, you must first send to Shutterfly, by certified mail, a written Notice of your claim ("Notice"). The Notice to Shutterfly must be addressed to: General Counsel, Shutterfly, LLC, 2800 Bridge Parkway, Redwood City, CA 94065 ("Notice Address"). If Shutterfly initiates arbitration, it will send a written Notice to the email address used for your account. A Notice, whether sent by you or by Shutterfly, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Shutterfly and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Shutterfly may commence an arbitration proceeding or file a claim in small claims court.

You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Shutterfly receives notice at the Notice Address that you have commenced arbitration, Shutterfly will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

The arbitration will be governed by the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be

administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Shutterfly and you agree otherwise, any arbitration hearings will take place in the county of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Shutterfly's last written settlement offer made before an arbitrator was selected (or if Shutterfly did not make a settlement offer before an arbitrator was selected), then Shutterfly will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND SHUTTERFLY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Shutterfly agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If any provision of this paragraph is determined to be unenforceable with respect to any claim or any particular remedy for a claim (such as a request for public injunctive relief), then that claim or particular remedy (and only that claim or remedy) must remain in court and be severed from any arbitration

17. SHUTTERFLY PRIVACY POLICY

- II. View our Privacy Policy by visiting: <https://www.shutterflyinc.com/privacy/>

Service-Specific Additional Terms

Lifetouch Professional Photography

The following Additional Terms apply to customers of Lifetouch professional photographs taken in portrait studios, schools, churches, businesses and other organizations that Lifetouch serves. Note to Schools: Separate terms of service, not these Terms, apply to products and services (including websites, applications and online services) that are designed for the use and benefit of the schools and school districts Lifetouch provides service to for their administrative and educational purposes and which are used by or at the direction of teachers or other school or district employees (a "School Service"). Please refer to the Terms of Service associated with those School Services or contact us through your Lifetouch school account representative for further information.

As a part of the Shutterfly family of brands, Lifetouch delivers all digital images to customers via the Shutterfly.com secure photo platform. If you purchase a digital image or are eligible to receive a digital image through a promotion or loyalty program, you will need a Shutterfly account to claim such digital images.

Lifetouch retains the copyright in its professional photographs. If you purchase a digital image, you will receive a copy authorization form that permits you and your authorized service providers to use and reproduce the image for any legal purpose.

Mobile Apps - General

Before using any of our mobile applications ("App" or "Apps"), we may ask you to install a valid copy of the App on your mobile device, register for an account, input your account information into the App as requested, and meet certain hardware and connection requirements which may change as the App evolves. You are responsible for any internet connection fees and/or mobile carrier charges that you incur when accessing or using an App. Should you uninstall an App from your mobile device, you may not be able to use all or some of the features of the App. We use reasonable efforts to accurately display the attributes of any photographs in products that you order through an App, including the colors of those photographs; however, the actual color you see is dependent upon your mobile device, and we cannot guarantee that your mobile device will accurately display such colors.

Subscription Photobook Apps

Our mobile app for Groovebook subscription service (each a "Subscription Photobook App") offers you an opportunity to have your smartphone photos shipped to you in a 4" x 6" photo book every month. By purchasing or receiving a Subscription Photobook App, you agree to these Terms. If you do not agree with these Terms, please do not use the Subscription Photobook App.

The Subscription Photobook App, which may start with a free trial, will continue month-to-month unless and until you cancel your subscription or we terminate it. Your device must be able to support the Subscription Photobook App and you must provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Subscription Photobook App. We will bill the monthly subscription fee to your Payment Method. The monthly subscription price includes shipping and handling, but does not include any applicable taxes. We may change the price for the subscription from time to time, and will communicate any price changes to you. Price changes will take effect at the start of the next subscription period following the date of the price change. By continuing to use the Subscription Photobook App after the price change takes effect, you accept the new price. If you reside in a country that is part of the European Union and have purchased a subscription, you have the right to change your mind and receive a full refund within fourteen (14) days of purchase (the "Cooling-off Period"), but only if you have not logged in or otherwise redeemed or started to consume it. Any cancellation of your Subscription Photobook App will take effect the day after the last day of the current subscription period. However, if you cancel your payment and/or terminate the Terms after the Cooling-off Period is over (where applicable), and/or before the end of the subscription period, we will not refund any fees already paid to us, to the fullest extent permitted under applicable law.

In certain jurisdictions, gift subscriptions for the Subscription Photobook App may be available for purchase, which are one time use cards and are only redeemable for the Groovebook Service in countries where the service is offered in the currency denominated on the gift subscription. Gift subscriptions are assigned a fixed monetary value (e.g., \$35). The entire value of the gift subscriptions will be applied to your Subscription Photobook App account upon redemption. Gift subscriptions are not refundable (whether cash or otherwise), except to the extent required by applicable law. Gift subscriptions cannot be used to purchase other gift subscriptions, and cannot be reloaded, resold or transferred for value. Gift subscriptions will expire in the time period specified on the gift subscription. Title to the gift subscription and the risk of loss,

destruction or deterioration pass to the purchaser upon purchase. We are not responsible for any gift subscriptions that are lost, stolen, destroyed or used without your permission. In the event a gift subscription is non-functional, your sole remedy, and our sole liability, will be the replacement of such gift subscription.

From time to time, other types of promotional codes may be available, including those provided as part of a third party promotion. Promotional codes may be redeemed as described in the specifics of the promotion. Promotional codes can only be used once, cannot be redeemed for cash, and may be subject to certain restrictions as determined by us in our sole discretion. If you received a promotional code through an offer by a third party, additional conditions may apply.

We may offer trials of the Subscription Photobook App for a specified period without payment (a "Trial"). We reserve the right, in our absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability. For some Trials, we will require you to provide a Payment Method to start the Trial. At the end of such Trials, we may automatically start to charge you for the Subscription Photobook App on the first day following the end of the Trial, on a recurring monthly basis. By providing a Payment Method in conjunction with the Trial, you agree to this charge. You will not receive a notice from us that your Trial has ended or that the paying portion of your subscription has begun. If you do not want this charge, you must cancel your Subscription Photobook App by contacting customer service at info@groovebook.com (for the Groovebook mobile app) before the end of the Trial.

The monthly subscription fee for the Subscription Photobook App will be billed at the beginning of the paying portion of your subscription and each month thereafter unless and until you cancel your subscription. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying subscription. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular if your Payment Method has not successfully settled. We may contact you via e-mail if there is a problem with your Payment Method or you can view this information at any time in the mobile app. You may also contact customer service at info@groovebook.com (for the Groovebook mobile app) at any time with any billing questions. In the event your paying subscription began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Subscription Photobook App on January 31st, your next payment date will likely be February 28th, and your Payment Method would be billed on that date.

Payments are nonrefundable and there are no refunds or credits for partially used subscriptions. Following any cancellation, however, you will continue to have access to the Subscription Photobook App through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

We will make reasonable efforts to keep the Subscription Photobook App operational. However, certain technical difficulties or maintenance may, from time to time result in temporary interruptions. We reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Subscription Photobook App, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Subscription Photobook App or any function or feature thereof. You understand and agree that we have no obligation to maintain, support, upgrade, or update the Subscription Photobook App.

The Subscription Photobook App is developed by, or for, us and is designed to enable your Subscription Photobook App ready device to upload and create photo books. This software and your ability to upload photos may vary by device and medium, and functionalities may also differ between devices. By using the Subscription Photobook App, you acknowledge and agree to receive, without further notice or prompting, updated versions of the Subscription Photobook App and related third-party software. If you do not accept the foregoing terms, do not use the Subscription Photobook App. We do not take responsibility or otherwise warrant the performance of these devices, including the continuing compatibility of the device with our Subscription Photobook App. If your Subscription Photobook App ready device is sold, lost or stolen, please cancel the Subscription Photobook App immediately. If you fail to cancel your Subscription Photobook App, you will be responsible for recurring monthly charges until cancellation. Your sole and exclusive remedy for dissatisfaction with the Subscription Photobook App photo book is to obtain a reprint or credit (to be determined at our discretion), and your sole and exclusive remedy for dissatisfaction with the Subscription Photobook App is to stop using the Subscription Photobook App.

The Subscription Photobook App is licensed, and not sold, to you for your personal and non-commercial use only, and we retain ownership of all copies of the Subscription Photobook App software applications even after installation on your device. We may assign these or any part of them without restrictions. You may not assign them or any part of them, nor transfer or sub-license your rights under this license, to any third party. We may terminate or restrict your use of the Subscription Photobook App, without compensation or notice if you are, or if we suspect that you are in violation of any of these Terms or engaged in illegal or improper use of the Subscription Photobook App.

YOUR SUBSCRIPTION PHOTOBOOK APP SUBSCRIPTIONS AND PAYMENTS TO US WILL AUTOMATICALLY RENEW AT THE END OF THE SUBSCRIPTION PERIOD, UNLESS YOU CANCEL YOUR SUBSCRIPTION BY CONTACTING CUSTOMER SERVICE AT INFO@GROOVEBOOK.COM (FOR THE GROOVEBOOK MOBILE APP) OR WE TERMINATE IT BEFORE THE END OF THE CURRENT SUBSCRIPTION PERIOD.. YOUR SHUTTERFLY VIDEO PLAN SUBSCRIPTION AND PAYMENT TO US WILL AUTOMATICALLY RENEW AT THE END OF THE SUBSCRIPTION PERIOD, UNLESS YOU CANCEL YOUR SUBSCRIPTION BY CONTACTING CUSTOMER SERVICE AT [HTTPS://SUPPORT.SHUTTERFLY.COM](https://support.shutterfly.com) OR WE TERMINATE IT BEFORE THE END OF THE CURRENT SUBSCRIPTION PERIOD.

Shutterfly Video Plan

Shutterfly Video Plan ("Video Plan") is a subscription program designed to offer customers certain benefits from Shutterfly. With a membership to the Video Plan, members are entitled to the benefits outlined below, subject to the requirements and limitations of these Terms. If you register for membership in the Video Plan or use the Video Plan, you accept these Terms.

Video Plans allow for the storage and playback of video files ("Video Content"). The fees for Video Plans will vary depending on storage capacity and other features. A fuller description of the Video Plan service features and pricing associated with each plan type is available at <https://support.shutterfly.com/s/article/video-plans>. If you exceed the limits of your plan, you may be prevented from adding more video content, and you will be prompted to upgrade your plan. You may upgrade your plan at any time by accessing the "Settings" section of the "Shutterfly Photos" area of the Site (photos.shutterfly.com). You may also downgrade your plan at any time by contacting customer support at our Help Center. If you downgrade your plan, you may be unable to upload video content in excess of the limits of your downgraded plan and may no longer have access to certain features. In the event that you continue to have video content

in excess of the limits for your plan level, you will be prompted to either upgrade your plan or delete video content to free up storage. If you do not delete sufficient video content, we reserve the right to suspend or terminate your plan. By enrolling in the Video Plan, you expressly allow us to charge a fee to the payment method ("Payment Method") you selected during purchase (or to a different Payment Method if you change your billing information) at the then-current rate, and any other charges or taxes that may apply in connection with your use of the service. As used in these Terms, "billing" will indicate either a charge or debit, as applicable, against your Payment Method. You will be billed at the start of your Video Plan and each year thereafter, unless and until you cancel your subscription. In the event we are unable to charge an applicable renewal fee to your Payment Method for more than thirty (30) days after the beginning of a renewal term of your subscription to the Video Plan, Shutterfly reserves the right to terminate, suspend or restrict your membership in the Video Plan. In such event, you may no longer be allowed to upload additional Video Content. You agree that it is your responsibility to keep your Payment Method up-to-date. We expressly reserve the right to suspend or terminate your membership and subscription in the event we are unable to charge to your Payment Method. Go to "My Plan" in the "Settings" section of the Shutterfly Photos area on the Site (photos.shutterfly.com) and click on the "Billing" tab to see the date for your next renewal period.

If you are currently enrolled in an annual Video Plan, we will inform you by email before automatically renewing your Video Plan. Each Video Plan will renew for an additional term at the end of the current term. Unless otherwise specified, the automatically renewed plan will be for the same term and will be at the same price and at the same service level as your prior plan. We will notify you in advance of any change in the amount to be charged for the renewed plan in the pre-renewal notification. Each automatic renewal and corresponding payment will be processed on the first day of the new term.

YOU MAY ONLY CANCEL YOUR VIDEO PLAN WITHIN THE FIRST 30 DAYS AFTER THE START OF YOUR VIDEO PLAN. IF YOU CANCEL YOUR VIDEO PLAN WITHIN THE FIRST THIRTY (30) DAYS OF THE START OF THE VIDEO PLAN, YOU WILL RECEIVE A FULL REFUND. THEREAFTER, NO REFUNDS OR CREDITS WILL BE PROVIDED FOR CANCELLED VIDEO PLANS. To cancel, please contact Customer Support at our Help Center. You must have a current account with us in order to use the Video Plan. Shutterfly reserves the right to accept or reject your membership in the Video Plan in our sole discretion. You may not transfer or assign your membership in the Video Plan, allow third parties to use your Video Plan membership, or use your Video Plan membership to

ship videos on behalf of third parties. You may access and use the Video Plan solely for your personal, noncommercial use. Except as expressly authorized hereunder, the Video Plan may not be reproduced, duplicated, copied, sold, resold, visited, reverse-engineered or otherwise exploited for any commercial purpose without our prior written authorization.

From time to time, we may offer you promotions that provide a discount on Video Plans or make Video Plans free for a period of time. Depending on the terms of your promotional offer, you may be enrolled into a Video Plan following the expiration of your promotional period unless you cancel prior to the end of the promotional period.

Shutterfly may, in its sole discretion, and without notice modify the terms and conditions of the Video Plan. We also reserve the right at any time to change the pricing and/or subscription fee as well as plan benefits offered such as storage capacity or features. Changes in the subscription fee for the Video Plans will be applied for renewal periods; however, you will not be charged any new or different fees unless we obtain your prior agreement to pay such additional fees. You agree that it is your sole responsibility to review updated terms and conditions of the Video Plan posted by us at www.shutterfly.com. If any such change is found to be unenforceable, void, invalid, it is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED PARTICIPATION IN THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF ANY SUCH CHANGES. IF YOU DO NOT AGREE TO ANY SUCH CHANGES, YOU MUST CANCEL YOUR PROGRAM MEMBERSHIP.

Shutterfly reserves the right to terminate, suspend or restrict your membership and Video Plan, with or without notice, for any or no reason whatsoever. Without limiting the foregoing, Shutterfly may terminate your membership in the Video Plan if you violate the Terms or any applicable law, terms and conditions of any services offered by us, or if your use of our services or the Video Plan is determined, in our discretion, to involve fraud or misuse. Failure to enforce any termination rights for any conduct shall not be deemed a waiver of any of our termination rights.

In the event of cancellation, expiration, downgrade or termination of your membership and Video Plan, you may be unable to access your Video Content and you may no longer be allowed to upload additional Video Content. You may also lose access to certain features or functionality only available to current subscribers.

IN THE EVENT OF CANCELLATION, EXPIRATION, DOWNGRADE, OR TERMINATION OF YOUR VIDEO PLAN OR MEMBERSHIP, WE MAY ALSO DELETE SOME OR ALL OF YOUR VIDEO CONTENT.

IT IS YOUR RESPONSIBILITY TO BACK-UP YOUR VIDEO CONTENT PRIOR TO THE CANCELLATION, EXPIRATION, DOWNGRADE OR TERMINATION.

Custom Design Services

One or more of our brands may offer you the opportunity to engage with our designers ("Custom Design Services") to create a Custom Design for a specific product ("Custom Designed Product"). By using the Custom Design Services, you agree you are solely responsible (pursuant to Section 1 of these Terms) for the materials you submit to us for the Custom Designed Product. You grant us a fully paid, worldwide, non-exclusive right and license to use your owned or licensed copyrights, logos, insignia, trademarks, and other artistic designs contained in the specific materials submitted to us for the purpose of providing the Custom Design Services and the Custom Designed Product. You continue to own and retain all rights, title and interest in and to your trademarks, copyrights and other intellectual property contained in the Custom Designed Product. We will own and retain all rights, title and interest in and to the final Custom Design and the Custom Designed Product. We will grant you a fully-paid, worldwide, non-exclusive right and license to use the Custom Designed Product, provided you have paid for the Custom Design Services in full. You are not obtaining any intellectual property rights from us in the final Custom Design or the Custom Designed Product. You may request the Custom Design be applied to any of our current product offerings. For other products, we may provide you with an electronic version of the Custom Design for your personal use, subject to our sole discretion and an additional fee will apply. If you would like to make changes to your Custom Design or Custom Designed Product, our customer service representatives are available to assist you.

Share Sites

We may permit you to share your User Submitted Materials with other users, including, without limitation, to our user comment functionality, online image share feature and our public gallery, user forums and blogs (collectively, "Forums"). Some Forum participants may use anonymous screen names and may have no other connection with us or any of our family of brands. A large volume of material is available in our Forums and Forum participants may occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading or deceptive, or provide content that may be objectionable to you. We neither endorse nor are responsible for such messages, statements, or content, or any opinion, advice, information or other utterance made or displayed by third parties, whether such third parties are users of our Sites and Apps or others. The opinions expressed in the Forums reflect solely

the opinions of the participants and may not reflect the opinions of us or any of our family of brands. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, or third party users be liable for any loss or damage caused by your reliance on such information obtained through our Forums. We may, but have no obligation to, monitor the Forums and any materials displayed, transmitted or otherwise made available on or through the Forums or otherwise through our Sites and Apps.