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## CUSTOMER SERVICE AGREEMENT

Photal Recall, LLC — Iowa City Area, Iowa

By submitting media for digitization, the Customer agrees to the terms below.

- 1. SERVICES.** The Company provides photo and consumer video tape digitization, restoration, conversion, and archival services. Due to the age, condition, or quality of original media, specific outcomes or completeness of recovered content are not guaranteed.
- 2. CUSTOMER REPRESENTATIONS.** Customer represents they own the media or have authority to authorize services and assume full responsibility for the legality and content of submitted materials.
- 3. HANDLING OF ORIGINAL MEDIA.** Customer acknowledges media may be fragile and subject to deterioration or loss despite reasonable care. Liability for loss or irreparable damage is limited to the replacement cost of blank media of the same type only. The Company will photograph all submitted media at intake for documentation. Media unclaimed after 90 days of project completion may be considered abandoned and disposed of.
- 4. DIGITAL FILE DELIVERY.** Files will be delivered via engraved USB flash drive or, for smaller projects, a one-time download link (expires 14 days after delivery). The Company does not provide long-term or cloud-based storage. Customer is solely responsible for backing up and preserving digital files after delivery. The Company may permanently delete working copies of files 30 days after delivery.
- 5. PAYMENT.** Pricing follows the current published rate schedule or a written estimate provided prior to work beginning. A \$99 minimum applies per project. Payment is due in full upon completion and prior to return of originals. Media and digital files may be retained until payment is received.
- 6. NO WARRANTIES.** Services are provided "as is" without express or implied warranties of any kind, including but not limited to warranties of merchantability, fitness for a particular purpose, or recovery of any specific content.
- 7. LIMITATION OF LIABILITY.** The Company's total liability for any claim arising out of or related to services shall not exceed the amount paid by Customer for the specific project giving rise to the claim. The Company is not liable for indirect, incidental, special, or consequential damages of any kind, including loss of sentimental value, emotional distress, or any loss caused by Customer's failure to maintain adequate backups.
- 8. PRIVACY.** Customer content will not be intentionally shared, sold, or disclosed to any third party except as necessary to perform contracted services or as required by law. The Company claims no intellectual property ownership of Customer content.
- 9. TERMINATION.** Either party may terminate services prior to completion with written or verbal notice. Customer remains responsible for payment for all work performed up to the date of termination.
- 10. GOVERNING LAW.** This Agreement is governed by the laws of the State of Iowa. Any disputes shall be resolved in the appropriate courts of Johnson County, Iowa.
- 11. ENTIRE AGREEMENT.** This document constitutes the entire agreement and supersedes all prior discussions. Modifications must be in writing and signed by both parties.

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## CUSTOMER ACKNOWLEDGMENT

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_