

DNP IMAGINGCOMM AMERICA CORPORATION
4524 Enterprise Drive NW, Concord, North Carolina 28027

TERMS AND CONDITIONS

INTRODUCTION

In these terms and conditions, DNP Imagingcomm America Corporation is referred to as 'DNP'. Below are set forth the terms and conditions applicable to use by any person ('customer') who uses any of DNP's ID photo booths ('ID Booths'). By using an ID Booth, a customer shall be deemed to accept these terms and conditions.

USE

The customer agrees not to use the ID Booth for any unlawful purpose or any purposes unconnected with the taking of photographs by the ID Booth. By using the ID Booth, customer represents and warrants that he or she has the ability to authorize the photo taken in the ID Booth and agrees not to use the photos for any improper or illegal purposes.

TITLE TO, AND COPYRIGHT, IN THE PRODUCT

So long as the customer pays the full price for the product, title to, and copyright in, the photograph produced by the ID Booth ('product' or 'photographs') belongs to the customer immediately after the photograph is produced. DNP does not retain any copy of photographs produced by the ID Booth.

LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

In the rare cases of the ID Booth producing photographs that are not of satisfactory quality, the following sets out the maximum liability of DNP, and a customer's sole remedy, for defective products sold by DNP in ID Booths, whether such liability is in contract, negligence, statute or otherwise at law.

In order to seek a refund, a customer may contact DNP by: writing to Customer Service Department, DNP Imagingcomm America Corporation, 4524 Enterprise Drive NW, Concord, NC 28027; emailing dnpsupport@dnp.imgcomm.com; or phoning 1-855-367-7604.

THIS IS CUSTOMER'S SOLE REMEDY WITH RESPECT TO THE PHOTO PRODUCTS DISPENSED BY THE ID BOOTH AND/OR CUSTOMER'S USE OF THE ID BOOTH. DNP WILL NORMALLY ISSUE A FULL REFUND FOR A SINGLE SET OF PHOTOGRAPHS ON A 'NO-HASSLE' BASIS BUT RESERVES THE RIGHT TO ASK CUSTOMERS TO SEND IN PHOTOGRAPHS TO SUPPORT THE CLAIM FOR A SINGLE SET REFUND, MULTIPLE PURCHASES OR IF A CUSTOMER HAS PREVIOUSLY BEEN PAID A REFUND BY DNP, TO ENABLE DNP TO EVALUATE THE ALLEGED PROBLEMS WITH THE PHOTOGRAPHS. WHERE DNP RESERVES THIS RIGHT, THE COST OF SENDING DNP THE PHOTOGRAPHS BY ORDINARY FIRST-CLASS POST WILL ALSO BE REFUNDED IF DNP DETERMINES THAT A REFUND IS DUE ON THE PHOTOGRAPHS.

DNP HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Where a customer phones DNP's call center, DNP may ask the customer to write in if the caller is difficult to understand in order to ensure that the refund is correctly issued.

NO DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGES EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL DNP HAVE ANY LIABILITY WHATSOEVER FOR ANY DIRECT DAMAGES OR ANY INDIRECT OR CONSEQUENTIAL LOSS INCURRED BY A CUSTOMER OR ANYONE FOR WHOM A CUSTOMER MAY BE ACTING ARISING FROM THE USE OF THE ID BOOTH OR THE PHOTOGRAPHS DISPENSED BY THE ID BOOTH HOWSOEVER THAT LOSS MAY BE CAUSED AND REGARDLESS OF WHETHER DNP HAS OR IS DEEMED TO HAVE ANY KNOWLEDGE THAT NON-PRODUCTION OF A PHOTOGRAPH OR A DEFECT OR PROBLEM WITH ANY PHOTOGRAPH WOULD OR IS LIKELY TO GIVE RISE TO SUCH LOSS. A NON-EXHAUSTIVE EXAMPLE OF SUCH INDIRECT OR CONSEQUENTIAL LOSSES INCLUDES TRAVEL FARES INCURRED BY A CUSTOMER FOR THE PURPOSE OF GOING ELSEWHERE TO HAVE THEIR PHOTO TAKEN OR CUSTOMER'S INABILITY TO USE THE PHOTOGRAPHS FOR THEIR INTENDED PURPOSES.

GOVERNING LAW

These terms and conditions shall be governed in all respects by the laws of the State of North Carolina, without giving effect to conflicts of law rules, and any claim, action or similar proceeding that arises, or might arise, from or in connection with these terms and conditions can only be commenced or maintained in the courts located in the State of North Carolina.



Visit us at www.dnpphoto.com

DNP Imagingcomm America Corp.
4524 Enterprise Dr. NW Concord, NC 28027
TEL: +1-800-855-367-7604 ❖ FAX: +1.800.658.2996
EMAIL: DNPSUPPORT@DNP.IMGCOMM.COM

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ENTIRE AGREEMENT

These terms and conditions constitute the agreement between or among the parties hereto and supersedes any prior or contemporaneous understanding or agreement with respect to the products and services contemplated by these terms and conditions.

STATUTORY RIGHTS

None of the above in any way affects DNP's liability for death or personal injury due to its negligence.

Where a customer deals as a consumer, none of the above affects the customer's statutory rights.



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