

Digitize Memories Now and PortraitMemories.net

Terms and Conditions

Last Updated January 9, 2025

These Terms are entered into by and between you and Century Corporation (the "Company" or "we", "us", or "our"), the provider of the Digitize Memories Now Service and PortraitMemories.net Service. The following terms and conditions, together with any documents expressly incorporated by reference (collectively, "Terms"), govern your access to and purchase and use of the website at the URL <https://www.digitizememoriesnow.com> and <https://PortraitMemories.net>, including any content, functionality, goods, and services offered on or through the Website (the "Website"), including all related documentation thereto (collectively with the Website, the "Service").

Please read the Terms carefully before you start to use the Service. By accepting these Terms through downloading, installing, using, making purchases through or accessing the Service, or otherwise electronically indicating your acceptance, you accept and agree to be bound and abide by these Terms and our Privacy Policy, currently available at <https://digitizememoriesnow.com/policies/privacy-policy> and <https://PortraitMemories.net/privacy-policy>, and which is incorporated into these Terms by this reference. If you are entering into these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity and its affiliates to these Terms, in which case the terms "you" or "your" shall refer to such entity.

If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Service or otherwise make any purchases of our goods and/or services.

The Service is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

Changes to the Terms and Service

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Service thereafter.

Your continued use of the Service following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

We may make modifications to the Service or particular components of the Service and will use commercially reasonable efforts to notify users of any material modifications. The Company reserves the right to discontinue offering the Service in its sole discretion without any liability to you.

We may from time to time in our sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the Service and be subject to all terms and conditions of these Terms.

Accessing the Service and Account Security

We reserve the right to withdraw or amend the Service, and any service, good or material we provide on or through the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service. You are responsible for making all arrangements necessary for you to have access to the Service and for ensuring that all persons who access the Service through your internet connection are aware of these Terms and comply with them.

To access the Service or some of the resources, services, or goods it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to register with this Service or otherwise, including, but not limited to, the use of any interactive features or Submissions on the Service, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Service or portions of it using your username, password, or other security information. We will treat all actions through your account as if conducted by you, whether or not you had knowledge of the unauthorized use of your account. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer or device so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

License Grant

Subject to the terms of these Terms, (and if you subscribe to our Online Cloud Access Membership ("Cloud Services")) during the term of your subscription to the Cloud Services, the Company grants you a limited, non-exclusive, and nontransferable license to use the Service for your personal, non-commercial use; strictly in accordance with these Terms.

Intellectual Property Rights

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Service for your personal, non-commercial use only. You must not: (i) reproduce, distribute, translate, adapt, modify, create derivative works of publicly display, publicly perform, republish, download, store, or transmit any of the material on the Service, provided users are permitted maintain a copy for personal use for purposes of your engagement with the Service; (ii) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text outside the permitted use for your engagement with the Service; (iii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Service; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service, or any features or functionality of the Service, to any third party for any reason, including by making the Service available on a network where it is capable of being accessed by more than one device at any time; (v) remove, disable, circumvent, or otherwise create or implement any workarounds to any copy protection, rights management, or security features in or protecting the Service. No right, title, or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Service not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Order Acceptance and Cancellation

You agree that any order you place with us via the Website or otherwise through the Service (an "Order") is an offer to buy, under these Terms, all products and services listed in your Order. All Orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

Prices and Payment Terms

All prices, discounts, and promotions posted on the Service are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes. All such taxes and charges will be added to your total, and will be itemized in your shopping cart. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including applicable shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your Order.

Shipping

Shipping and handling fees are included in our PhotoBox and Mixed Media Box kits. The Company is not liable for any submission or other materials while in transit or in possession of United States Postal Service, United Parcel Service, Federal Express or any other carrier and risk of loss remains with you until delivered to us. Risk of loss and title for any materials sent by the Company to you passes to you upon our delivery to our carrier.

Cloud Services Subscription

If you elect to subscribe to the Company Cloud Services, during the term of your subscription, including any trial period, the Company grants you a revocable, limited, non-transferable right to access the Service, solely in connection with your Submissions. The Company (and any of its licensors and third party providers, if any) reserve all rights not expressly granted herein and retain all right, title and interest in and to the Service, including all intellectual property rights therein. You acknowledge that the Company may amend or set new limits to storage limitations as needed to help maximize the operation and availability of the Company's services.

Subscription Cancellation Policy

Your subscription to the Cloud Services may be cancelled at any time, subject to these Terms. There are no cancellation fees, provided that cancellation does not provide you a refund for payments already processed, nor does it stop a pending charge. Your subscription term will continue until, and your cancellation will go into effect, on the last day of the billing cycle.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Service are the trademarks of their respective owners.

Feedback

If you send or transmit any communications or materials to the Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), the Company is free to use and you hereby assign all rights, title, and interest in such Feedback without any other action or limitation between the parties governing such Feedback.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service: (i) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (ii) for the purpose of exploring, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise engaging with a minor outside of the purpose of the Service; (iii) to transmit or post to the service, any advertising or promotional material, including but not limited to "spam" or "junk mail"; (iv) to send or post to the service any other similar solicitation; (v) to impersonate or masquerade as the Company, an Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing); (vi) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service, or expose the Company to liability; (vii) use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Service; (viii) use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service; (ix) use any manual process to monitor or copy any of the material on the Service, or for any other purpose not expressly authorized in these Terms, without our prior written consent; (x) use any device, software, or routine that interferes with the proper working of the Service; (x) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (xi) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the servers on which the Service is stored, or any server, computer, or database connected to the Service; or (xii) attack the Service via a denial-of-service attack or a distributed denial-of-service attack.

Submissions

The Service contains features that allow users to post, submit, publish, display, view, or transmit content or materials, including personal videos and photos, (collectively, "Submissions") on or through the Service.

All Submissions must comply with applicable laws. Any Submission you post to the Service will be considered non-confidential and non-proprietary. You retain ownership to your Submission. By providing a Submission to the Service, you grant to the Company and its third party service providers and designated agents and subcontractors a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Submission (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and the Company's business. In addition, you warrant that all moral rights in any Submissions and uploaded materials have been waived and do hereby waive any such moral rights.

Submissions must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property rights of other persons or entities or violate the legal rights (including the rights of publicity and privacy) of others or contain any material that would give rise to any civil or criminal liability under applicable law or regulation or that otherwise may be in conflict with these Terms and our Privacy Policy; (iv) be likely to deceive any person; (v) promote any illegal activity, or advocate, promote, or assist any unlawful act; (vi) impersonate any person, or misrepresent your identity or affiliation with any person or organization; or (vii) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Geographic Restrictions

The owner of the Service is based in the State of Alabama in the United States. We provide this Service for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and equipment to satisfy your particular requirements for virus elimination and accuracy of data input and output, and for maintaining a means external to the site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE OR ITS CONTENT, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. THE COMPANY'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING OUT OF THESE TERMS OR THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO THE COMPANY FOR THE APPLICABLE SERVICE UNDER THESE TERMS OF SERVICE FOR THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRIOR TO WHEN ANY CLAIM OR CAUSE OF ACTION AROSE., OR \$100, WHICHEVER IS LESS.

YOU USE THE SERVICE AT YOUR OWN RISK. YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF PHOTOGRAPHS, VIDEOTAPES, IMAGES, DATA, AND/OR EQUIPMENT USED IN CONNECTION WITH YOUR USE OF THE SERVICE, AND YOU AGREE TO HOLD US HARMLESS FROM, AND YOU COVENANT NOT TO SUE US FOR, ANY CLAIMS BASED ON YOUR USE OF THE SERVICE, INCLUDING CLAIMS FOR LOST DATA OR CONTENT, WORK DELAYS, OR LOST PROFITS RESULTING FROM YOUR USE OF THE SERVICE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service, including, but not limited to, any use of the Service's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Service.

Governing Law and Jurisdiction

All matters relating to the Service and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama, in each case located in the City of Birmingham and County of Jefferson. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Notice and Electronic Communications

You agree that the Company may provide notices and messages to you either within the Service or sent to the contact information that you provide. You are responsible for keeping us up with your most current e-mail address. If you have provided an invalid email, or such address is not capable of receiving notices, our dispatch of such email will nonetheless constitute effective notice. Any communication between you and the Company under or in connection with the Service may be made by electronic mail or other electronic means. You consent to receive communications from us electronically, and agree that all terms, conditions, or otherwise, provided to you electronically satisfy any legal requirement that would be satisfied if they were in writing.

Copyright Compliance

The Company is committed to protecting copyrights and expects users of the Service to do the same. You declare that all submitted Submissions are not in violation of any rights of any third parties, including intellectual property laws. You will indemnify and hold the Company and its third party providers harmless in respect to any claim of violation of a third party's rights or intellectual property laws. It is our policy to terminate the account of any user who repeatedly infringes any copyright upon prompt notification to the Company by the copyright owner or the copyright owner's legal agent.

Force Majeure

In no event will we be liable or responsible to you or be deemed to have defaulted in any of our obligations under these Terms for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent such failure or delay is caused by any circumstances beyond our reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, epidemic or pandemic, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

The Terms, and our Privacy Policy, constitute the sole and entire agreement between you and the Company regarding the Service, including the goods and services provided thereunder, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.