

**Creative Ambiguity LLC Terms & Conditions of Sale,  
Terms of Use Agreement, and Website Privacy Statement**

**Creative Ambiguity LLC  
Terms & Conditions of Sale, Terms of Use Agreement,  
and Website Privacy Statement**

[www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com)

Version Date: 24JAN2010

**Terms & Conditions of Sale**

These Terms of Sale ("Terms") apply to all offers, sales, and purchases of Products ("Products") or Services ("Services") which are sold through this Making Memories Beautiful Website/store on which we post these conditions ("Website") by: (A) Creative Ambiguity LLC, (references to "us", "we", or "our" being construed accordingly) the Seller, to (B) You, the Purchaser (references to "you" or "your" being construed accordingly).

**Product Descriptions**

We attempt to describe the Products on our Website as accurately as possible. However, we do not warrant that Product descriptions or other content of this site are accurate, complete, reliable, current or error free. Your ability to accurately view the Products may vary based on your monitor color calibration and the display settings of your computer system. Also, the ambient light conditions within your environment will affect the accurate viewing of the Product, bright sunlight vs incandescent light bulb or overhead fluorescent lighting will change your perception of correct color rendition. Therefore, if purchased Product does not match the image on your display monitor, it is not a Product defect, and any request for Product modification, refund, credit or return will not be accepted.

**Copyright**

All of our Products are copyrighted material and also contain copyrighted material (under license) created by named photographer/studio. You are advised that it is illegal to reproduce or distribute copyrighted material without the permission of the copyright owner. Only the copyright owner, or the owner's legal agent, can grant permission to copy, duplicate, or distribute protected material. We will not grant permission and named photographer/studio cannot grant permission to reproduce, copy, duplicate, or distribute our copyrighted material. Note under no circumstances are you granted any right, title, license or interest in the copyright material based on purchase of Product.

**Typographical Errors**

In the event that the Product sold is mistakenly listed at an incorrect price, Creative Ambiguity LLC reserves the right to refuse or cancel any orders placed for the Product listed at the incorrect price, whether or not the order has been confirmed and your credit card charged. If your credit card or other method of payment has already been charged for the purchase and the order is cancelled,

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Creative Ambiguity LLC shall issue a credit to your credit card or other payment method account.

### **Offer, Acknowledgment, and Acceptance**

An order submitted by you constitutes an offer by you to us to purchase Products or Services on these Terms and is subject to our subsequent acceptance. Prior to such acceptance an automatic email acknowledgment of your order may be generated. Note that any such automatic acknowledgment does not constitute a formal acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We may require additional verifications or information before accepting any order. Our acceptance of your order takes effect and the contract concluded by us dispatching your order and accepting your credit card or other payment method. We may keep records of orders received, acknowledgments, acceptances and other contract records.

Timescales/dates specified on the Website, in any order acknowledgment, acceptance or elsewhere are estimates only. We do not undertake to dispatch Products by a particular date and shall not be liable to you in respect of delays or failure to do so.

Delivery shall be to a valid address within the United States of America.

If you refuse or fail to take delivery of Products provided in accordance with these Terms, you shall be liable to pay on demand all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery. We shall be entitled, 30 days after Product return to us, to dispose of Products in such manner as we determine. Risk of loss or damage to Products passes to you on delivery or when placed in your possession or that of any carrier or transport, whichever shall occur first.

### **Disputes**

You must notify us in writing within seven (7) days after receiving your credit card statement if you dispute any of our charges on your statement, or such dispute will be deemed waived. To notify us of billing disputes, use our **Contact Us** page on this website.

### **Order Cancellation**

Orders cancelled by the customer within 24 hours (1 day) of being placed will be terminated at no cost to the customer. Each Visual Story is customized to your requirements, therefore orders cannot be cancelled by the customer once this 24 hour period has elapsed and cannot be returned, or exchanged for refund, credit, or modification. If you need to cancel your order within 24 hours of being placed, use the **Contact Us** page on this website.

If your professional photographer declines to license images to us, we will regrettably be unable to fulfill your order. If this does occur, we will inform you of the issue via e-mail and cancel your order. There will be no charge to you if an order must be cancelled

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because the photographer declines to license the images to Creative Ambiguity LLC to create your Visual Story.

We reserve the right at any time after receipt of your order to cancel an order for any reason.

### **Product Returns**

All items you order are customized for you. Each item becomes your property upon completion and cannot be returned for refund, credit, or modification.

### **Limitation of Liability**

Information supplied by customer during order process (photographer/studio name, event photographed and date, image identifiers) must be accurate and complete. Photographer/studio uses this information to license images to Creative Ambiguity LLC to create the Visual Story ordered by customer. If images uploaded to our website by photographer/studio are incorrect due to photographer/studio error and result in the incorrect Product shipped to customer, under no circumstances, including but not limited to negligence, shall we be liable for any damages whatsoever, and in particular Creative Ambiguity LLC shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to incorrect Product shipment to customer. The limit of liability of Creative Ambiguity LLC shall be to replace defective Product component.

### **Shipping**

Nominally we ship orders within 10 business days after we receive the images from the photographer/studio. This time frame may increase during times of high demand such as holidays. We ship your Visual Stories in packages especially designed to protect artwork. Each item is packaged separately. When it reduces your shipping costs, we may group two or more packages together in an outer box. We ship only to USA addresses.

Shipping and handling costs are displayed before credit card information is requested. Our standard shipping method is UPS Ground. Expedited UPS services are available.

The shipping charge is the combination of the protective packaging material cost, the insurance coverage, and the shipping cost of one or more packages to your destination. Because there is greater potential for shipping damage with framed artwork, framed prints cost approximately two to three times as much to ship as matted artwork of the same size.

### **Damaged in Transit**

All merchandise leaves our facilities in first class condition and properly packaged for safe delivery. If your shipment was damaged in transit, immediately make note of the damage on all receipts or freight bills. Save all packing materials and merchandise until your claim is settled. Call the carrier with the tracking number on the shipping label and request an inspection report. Use the **Contact Us** page on this Website for assistance

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in arranging for returns and replacement. If at all possible, please take these steps in the same day you receive the merchandise.

**Product Use**

We shall not be liable for any damage or losses arising from defective installation of the Product; from the use of the Product in connection with other defective, unsuitable or defectively installed equipment; your negligence; improper use or use in any manner inconsistent with manufacturer's specifications or instructions.

**Your Representations**

You represent that information provided by you when placing your order is up-to-date, materially accurate and is sufficient for us to fulfill your order. You agree to pay for taxes, shipping containers, shipping or carriage of Products as such costs are specified by us on the Website when you submit your order. We will charge credit or debit cards or other payment method on dispatch of the Product or commencement of Services. We reserve the right to verify credit or debit cards or other payment method payments prior to acceptance.

**Gift Certificates**

Gift Certificates are not redeemable for cash, cannot be returned for a cash refund, and are not transferable. Any unused portion will remain available for future purchases under the same Gift Certificate Number. Creative Ambiguity LLC is not responsible if a Gift Certificate is lost, stolen, destroyed, or used without your permission. The risk of loss and title for Gift Certificates pass to the purchaser upon delivery to the carrier. Gift Certificates will be issued within three business days of order placement and will be delivered to the shipping address via USPS or via UPS using delivery or signature confirmation.

Making Memories Beautiful Gift Certificates are redeemable only at [www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com). Website purchases are deductible from the Gift Certificate balance. If an order exceeds the amount of the Gift Certificate, the balance must be paid with a credit card or other available payment method. Gift Certificates can only be redeemed for merchandise sent to a USA address. Gift Certificates cannot be used to purchase other Gift Certificates. Certificate cash value is 1/10 of one cent.

Gift Certificates and their use on the [www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com) website are subject to Creative Ambiguity LLC Terms & Conditions of Sale and Terms of Use Agreement.

For security purposes, when you redeem your Gift Certificate online, we require that you fill in the Bill To section during checkout. This helps us ensure your identity, and protects against fraudulent use of your Gift Certificate. Your credit card will not be charged unless your order total exceeds the amount of your Gift Certificate.

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Creative Ambiguity LLC will have the right to close customer accounts and request alternative forms of payment if a fraudulently obtained Gift Certificate is redeemed and/or used to make purchases on the [www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com) website.

There is no tax charged up front on the purchase of a Making Memories Beautiful Gift Certificate. However, tax applies to purchases made with the certificate, as with regular purchases. Gift Certificates have no expiration date and we do not charge a fee for purchase, redemption, or maintenance.

When you complete your order of a Making Memories Beautiful Gift Certificate on our website, you authorize the information provided be used for the creation of an electronic funds transfer, and you authorize an immediate debit of the full amount of your Gift Certificate order from your Preferred Funding Source.

**Submissions**

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, notes, plans, drawings, original or creative materials or other information, regarding this website, MakingMemoriesBeautiful.com or our Products or Services, that are provided by you to Creative Ambiguity LLC are non-confidential and shall become the sole property of Creative Ambiguity LLC. Creative Ambiguity LLC will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You represent and warrant that (a) you own and control all the rights to the content that you submit, or that you otherwise have the right to submit such content to this website; (b) the content is accurate and not misleading; and (c) use and posting of the content you supply will not violate any rights of or cause injury to any person or entity.

**General**

We shall not be liable to you nor held in breach of contract for any loss or damage which may be suffered as a direct result of us being prevented, hindered or delayed in the performance by reason of any circumstances beyond our reasonable control including (but not limited to) any act of God, war, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock out, trade dispute, or labor disturbance, breakdown of plant or machinery, interruption in the supply of power or materials and in such event we may elect to cancel your order and refund any payments made to us.

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction: these Terms will not be affected in other jurisdictions to the extent that such determination or finding has no application; and in the relevant jurisdiction, the remainder of these Terms (to the fullest extent permitted by law) will continue in full force and effect. The validity and performance of these Terms

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shall be governed by New York state law and parties submit to the exclusive jurisdiction and venue in the courts of Monroe County, New York and of the Western District of New York in the extent of legal proceedings arising from any dispute.

{End of Terms & Conditions of Sale}

**Creative Ambiguity LLC  
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[www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com)  
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This Terms of Use Agreement sets forth the standards of use of the Creative Ambiguity LLC Online Service. By using the [www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com) Website you (the "Member") agree to these Terms and Conditions. If you do not agree to the Terms and Conditions of this agreement, you should immediately cease all usage of this Website. We reserve the right, at any time, to modify, alter, or update the Terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at [www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com) Website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

**Description of Service**

Creative Ambiguity LLC is providing Member with information about our Products and Services. Creative Ambiguity LLC is providing Member the opportunity to purchase our Products and Services.

As a condition of your use of this Website, you warrant that you are at least 18 years of age; you possess the legal authority to create a binding legal obligation; you will use this Website in accordance with this Agreement; all information supplied by you on this Website is true, accurate, current and complete. We retain the right at our sole discretion to deny access to anyone to this Website and the Services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

**Disclaimer of Warranties**

The Website is provided by Creative Ambiguity LLC on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Creative Ambiguity LLC makes no representations or warranties of any kind, express or implied, regarding the use or the results of this Website in Terms of its correctness, accuracy, reliability, or otherwise. Creative Ambiguity LLC shall have no liability for any interruptions in the use of this Website. Creative Ambiguity LLC disclaims all warranties with regard to the information provided,

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including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

**Limitation of Liability**

Creative Ambiguity LLC SHALL NOT be liable for any damages whatsoever, and in particular Creative Ambiguity LLC shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this website or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Creative Ambiguity LLC has been advised of the possibility of such damages. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

**Indemnification**

Member agrees to indemnify and hold Creative Ambiguity LLC, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

**Modifications and Interruption to Service**

Creative Ambiguity LLC reserves the right to modify or discontinue the Service with or without notice to the Member. Creative Ambiguity LLC shall not be liable to Member or any third party should Creative Ambiguity LLC exercise its right to modify or discontinue the Service. Member acknowledges and accepts that Creative Ambiguity LLC does not guarantee continuous, uninterrupted or secure access to our Website and operation of our Website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

**Third-Party Sites**

Our Website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the Terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

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**Disclaimer Regarding Accuracy of Vendor Information**

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Creative Ambiguity LLC makes every effort to ensure that the information on this Website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this Website.

Creative Ambiguity LLC makes no warranties or representations whatsoever with regard to any Product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

**Governing Jurisdiction of the Courts New York**

Our Website is operated and provided in the State of New York. As such, we are subject to the laws of the State of New York, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our Website or other Services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of New York and the parties hereto consent to jurisdiction and venue in the courts of Monroe County, New York and of the Western District of New York.

**Compliance with Laws.**

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

**Copyright and Trademark Information**

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2009 Creative Ambiguity LLC, with all rights reserved, or is the property of Creative Ambiguity LLC and/or third parties protected by intellectual property rights. Any use of materials on the Website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Creative Ambiguity LLC is strictly prohibited. Members agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Creative Ambiguity LLC.



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Creative Ambiguity and Making Memories Beautiful and The Art of Visual Storytelling and MakingMemoriesBeautiful.com are proprietary marks of Creative Ambiguity LLC. Creative Ambiguity LLC's proprietary marks may not be used in connection with any Product or Service that is not provided by Creative Ambiguity LLC, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Creative Ambiguity LLC.

All other trademarks displayed on Creative Ambiguity LLC's Website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Creative Ambiguity LLC.

### **Notification of Claimed Copyright Infringement**

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Creative Ambiguity LLC designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail

Creative Ambiguity LLC  
3349 Monroe Ave. Suite 190  
Rochester, NY 14618

By Email: Use our **Contact Us** page to submit your request.

### **Other Terms**

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Creative Ambiguity LLC, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

{End of Terms of Use Agreement}

## **Creative Ambiguity LLC - Website Privacy Statement**

[www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com)

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### **Acknowledgment and acceptance of terms**

Creative Ambiguity LLC is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website.

By accessing [www.MakingMemoriesBeautiful.com](http://www.MakingMemoriesBeautiful.com), you acknowledge and fully understand Creative Ambiguity LLC's Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

### **Personal Information Users**

Visitors to our website can register to submit questions about our products and services using our Contact Us page. When you register, we will request some personal information such as name, email address, photographer name or event, telephone number and other relevant information. You may also be asked to disclose personal and/or business information to us so that we can provide assistance or requested services.

If you transact business with us, we will collect financial information such as your payment method (valid credit card number, card type, card expiration date, and other financial information necessary to complete the transaction). We will collect additional order information (name, billing address, ship to address, photographer or studio name, event identifier, and image file names as necessary to fulfill your order). You agree that we may use this personal, order, and financial information or payment method to process payment for any purchases made on our website and/or to deliver the products and services that you have requested. We may use this information to communicate to you the status of your order.

Your financial information is not retained or stored once the credit card company authorizes payment for the order you placed at our store.

We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your order or service requests.
- To protect ourselves from liability,
- To respond to legal process or comply with law, or
- In connection with a merger, acquisition, or liquidation of the company.

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### **How we protect your information**

The security of your financial information is important to us. When you enter sensitive information, we encrypt that information and use generally accepted industry standards to protect that information from unauthorized access or disclosure, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, can guarantee absolute security. We assume no liability for any disclosure of data due to errors in transmission, unauthorized third party access, or other acts or omissions.

### **Information We Collect and How We Use It**

Creative Ambiguity LLC collects certain information from and about its users three ways: directly from our Web Server logs, from the user, and with Cookies.

#### **a. Web Server Logs.**

When you visit our Website, we may track information to administer the site and analyze its usage. Examples of information we may track include:

- Your Internet protocol address.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our site from.
- Pages you viewed on the site.

#### **b. Use of Cookies**

Creative Ambiguity LLC may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web Server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, or place an order in our store, a cookie helps the site to recall your specific information. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to

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decline cookies. If you reject cookies by changing your browser settings then be aware that this may disable some of the functionality on our Website.

### **Participating Merchant Policies**

Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Online merchants and others who participate in Creative Ambiguity LLC services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating merchants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

### **Accessing Web Account Information**

We will provide you with the means to ensure that personally identifiable information in your web account file is correct and current. You may review this information by using our Contact Us page to submit your request.

### **Changes to this Statement**

Creative Ambiguity LLC has the discretion to occasionally update this privacy statement. When we do, we will also revise the “updated” date at the top of this Privacy page. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.

### **Contacting Us**

If you have questions regarding our Privacy Statement, its implementation, failure to adhere to this Privacy Statement and/or our general practices, please use our **Contact Us** page on this Website or send your comment or question to:

Creative Ambiguity LLC  
Attention: Privacy Statement Personnel  
3349 Monroe Ave.  
Suite 190  
Rochester, NY 14618

Creative Ambiguity LLC will use commercially reasonable efforts to respond and resolve any problem or question.

{End of Website Privacy Statement}