



CHM or Canada Home Movies, and is herein treated as the same entity for purposes in the context that follows. Responsibility to appoint CHM in the transfer of the contents of your vintage materials to modern digital media establishes a contract and that you have read and agree with our corporate policies as stated below.

The policies outlined below are in effect and in force when any work is “in progress” by CHM on behalf of its customers\clients. Claims of non-awareness of these policies does not constitute ways to circumvent payment when due or to financially or legally harm in any way CHM, its divisions and its corporate members should the occasion arise. This policy is in effect automatically once work begins on our mutually agreed contract and terminates (other than stated elsewhere), upon final payment for services rendered.

However, the foregoing policies are not in effect or in force if work has not begun and the customer changes their minds before work begins.

When shipping to a Canada Home Movies Studio - We will contact you via email when your movies arrive for your peace of mind. We clean and repair each reel before transfer to ensure the safety of your film. Each transfer is monitored by a technician who will make constant quality adjustments and further ensure the safe transfer of the film. All original films are returned to you after the transfer process. We do our best to deal with each order in a timely manner. If an order requiring customer interaction remains at one step in the process for an extended amount of time we advance orders as necessary.

We will utilize the return shipping address provided to us online to ship your completed order - this prevents potential errors caused by retyping your shipping information. We allow you to choose your return shipping method through FedEx and notify you of your tracking information via email. We will keep a digital copy of your movies in our studio for 30 days after return shipping to ensure your movies arrive safely.

Usage of material - We reserve the right to demonstrate our capabilities by showing examples of work undertaken for our clients on our website, brochure, DVD and other advertising or promotional activities including the CHM Vault Upon customers approval.

Our Commitment To Data Security - To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure



the information we collect online.

We will not purposely view your VCR-camcorder tapes or cassettes, 8mm films, Super 8 films or 16mm films or 35mm slides you place in our care except in instances where a post-production process requires it, or our quality assurance program is exercised, or other -see below. We at Canada Home Movies, address the entire aspect of privacy on two fronts, one is, the question of content ownership and two, your right to privacy when doing business with us.

Information We Collect at Canada Home Movies

This notice applies to all information collected or submitted on the Canada Home Movies website. On some pages, you can order products, make requests, and register to receive materials. The types of personal information collected at these pages are:

- Name
- Address
- Email address
- Phone number
- Credit/Debit Card Information

The privacy of our customers is important to us. We will never sell, rent or share your personal information including your billing information, email and personal address or phone numbers.

We do track visitors to help determine where people enter and exit our site and how many visitors we have at our site. This information is used to improve our site and present information in a useful manner. Cookies are used on our site to take online orders. Cookies are small pieces of information placed on your computer which allow you to move from page to page and maintain information in your shopping cart. Cookies are not unique to Canada Home Movies and are commonly used on most e-commerce sites.

All original media in the form of tapes, films and slides and its original recorded content provided to us by you for transfer, though yours in its original state, does undergo a copyright ownership transformation due to content 'changes' and the act of transfer



to another media. The question of 'work for hire' arises. By having CHM transfer your videotapes, films and slides to DVD, you automatically are bound and agree the copyright of transferred works falls to CHM by default. We, in turn offer limited if not all copyright back to you automatically with a proviso that on occasion we may use short clips for comparison and advertising purposes on our web site, where in turn, we will not sell or otherwise give away, denigrate, put in a negative light in any context whatsoever any such material when used by CHM for marketing purposes. This particular policy remains in effect and force even after the contract has been 'closed' – ie: payment for services rendered has been completed, and shall remain so at the discretion of CHM . Invoking this policy may be very rare.

Content of film

By placing an order you agree and make it clear to us that you own or have permission to copy the material provided, and indemnify CHM against any action including copyright infringement. If we feel the material to be of an indecent or illegal nature we reserve the right to refuse to continue and no refund will be offered.

Leader tape - We take out as much unused film as possible including the leader tape at the start of each reel. Although we cannot remove everything without charging for a full edit, we do attempt to remove as much unused film as possible.

Turnaround - Although most orders are 2-3 weeks, please allow 28 days for busier periods. Due to the delicate and unpredictable nature of the format we cannot guarantee delivery dates and will not be held responsible in any way for delays of any kind.

Damaged Film - Although we don't generally charge extra for poor/damaged/dirty film, we reserve the right to do so if we feel it is required, but will always agree it with you before starting work. Where splices break, we repair them without charge. If a film is temperamental and doesn't want to go through we will always try it in several machines to make sure it's had its best shot at a transfer. Where sprocket holes are punctured or torn, we will still transfer the film, often with no visible problems. However, some sprocket damage prevents a steady image from being obtained, in which case we transfer the whole film, then edit out any sections which 'jump' or drag because of the damage. This way we keep as much film as possible, and with careful editing you don't even notice any is missing.

Text - Where text is to be included in the order or the packaging, such as titles, chapter



names etc. CHM cannot be held responsible for spelling/grammar errors when the text is not supplied in a clear typed format. We will attempt to read handwritten text but if words are spelt incorrectly the customer will be responsible for the cost involved with re-doing the work.

Archival Copies - As a matter of progression, we make digital copies of your converted materials on portable hard drives where appropriate. It serves as a backup should your converted product get lost or damaged. We would tend to keep disk copies for at least 14 days from the date the completed service was picked up or delivered. After 14 days or so, we would remove your files from our system unless otherwise notified and acknowledged by phone, email or in person. We do not guarantee materials will be kept for the full 14 days. It could be less. We reserve the right to change this policy at any time without notice.

In the event there is any problem with your order, please notify Canada Home Movies toll free at 1-866-559-1163 immediately or visit our website and click on support. Complete a support ticket and a technical supervisor will contact you regarding the issue you are having. If upon receiving your movies you determine a technical problem with the transfer we will be happy to attempt a retransfer. In the case of a technical problem with the transfer, we may need to have your home movie materials returned in order to correct the issue.

Customer agrees that the liability of Canada Home Movies, it's Studios, agents and employees, for any losses or damages of any kind or nature to the customer's film or tape, or other material, is limited to the cost of replacing such media with blank media. Customer also agrees that Canada Home Movies, it's Studios, agents and employees, shall not be otherwise liable to the customer for any loss or damage of any kind or nature, whether direct, incidental, consequential, or otherwise.