



Film Processing Liability

Effective September 01, 2021

The LATITUDE Film Processing Limited Liability Agreement describes the services and responsibilities shared by any person who uses LATITUDE facilities and equipment for any reason. **By electing to provide LATITUDE with your 35mm and 120 film for Film Processing, you agree to the following:**

Definitions:

Photographic Film(s): Any light-sensitive photographic film. At this time, Latitude is only able to process 35mm and 120 film with C41 Process Color Negative Chemistry.

Film Processing: Includes the following Services-

- Development of exposed light-sensitive media per the C41 Color Negative Development Chemical Process with the intent of producing images on Photographic Film(s)
- Scanning of developed Photographic Film(s) utilizing LATITUDE's Minilab Scans system and equipment
- Storing of undeveloped and developed Photographic Film(s) for a predetermined period of time

Customer: Any individual who drops off in-person or ships to LATITUDE Photographic Film(s) for Film Processing.

LATITUDE Film Processing Limited Liability Agreement

Disclaimer: Use at your own risk

Customers who elect to have Photographic Film(s) processed at LATITUDE, hereafter referred to as Film Processing, assume all of the risk of doing so. LATITUDE does not accept responsibility for any damage or loss which the Customer may experience as a result of electing to have LATITUDE process their Photographic Film, regardless of whether said damages or losses are incurred as a result of the negligent conduct LATITUDE, it's staff, the unintended consequences of their actions, or other unforeseen circumstances.

In the event that Customer does experience damage or loss as a result of their electing to make use of LATITUDE'S services, the liability for damage or loss will be considered to be limited to the value that the Customer paid for said services. In addition, the Customer can expect no more compensation for their damage or loss than a full refund of any monies paid to LATITUDE for said services. A full refund is the limit of what Customer can expect for any or damages or losses they incur, notwithstanding the nature of said losses or damages, or whether LATITUDE or its staff were apprised of the likelihood that the Customer would suffer said damages or losses, and regardless of any promises or representations made to Customer by LATITUDE or its staff concerning the processing and handling of the Photographic Film delivered into LATITUDE'S possession. Any damages or losses Customer suffers while transporting the Photographic Films to or from LATITUDE'S facilities cannot, and will not, be compensated for by LATITUDE.

In no case shall LATITUDE, its directors, officers, employees, affiliates, agents, contractors, volunteers, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, arising from Film Processing by LATITUDE or for any other claim related in any way to your use of the Service or any content posted, transmitted, or otherwise made available via the Service, even if advised of their possibility.

The Customer shall have no claims other than those expressly stated in these terms, irrespective of the grounds on which they may base their claim. LATITUDE does not provide insurance of any kind covering the Material delivered to Latitude.