

1. Use of Site

You may use the Service, the Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the “Content”) solely for your non-commercial, personal purposes and/or to learn about Smith&Yorgure Inc products and services. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. Smith&Yorgure Inc reserves complete title and full intellectual property rights in all Content. Except as expressly authorized by this Agreement, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Site or the Service, except as expressly permitted by the Terms of Use.

2. Copyright

The Site and the Content are protected by U.S. and/or foreign copyright laws, and belong to Smith&Yorgure Inc or its partners, affiliates, contributors or third parties. The copyrights in the Content are owned by Smith&Yorgure Inc or other copyright owners who have authorized their use on the Site. You may download and reprint Content for non-commercial, non-public, personal use only. (If you are browsing this Site as an employee or member of any business or organization, you may download and reprint Content only for educational or other non-commercial purposes within your business or organization, except as otherwise permitted by Smith&Yorgure Inc, for example in certain password-restricted areas of the Site. With the exception of the Sample Images, you may not manipulate or alter in any way images or other Content on the Site.

2.1 Sample Pictures

Smith&Yorgure Inc has included Sample Pictures on certain pages within the Site, to demonstrate the capability of certain cameras and other products. You may download, reprint and manipulate the Sample Images for this purpose, but you may not crop or change the composition of the image, or use the image for commercial purposes.

3. Trademarks

You are prohibited from using any of the marks or logos appearing throughout the Site without permission from the trademark owner, except as permitted by applicable law.

4. Links to Third-Party Web Sites

Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Smith&Yorgure Inc of the third party, the third-party web site, or the information contained therein. Smith&Yorgure Inc is not responsible for the availability of any such web sites. Kodak is not responsible or liable for any such web site or the content thereon. If you use the links to the web sites of Smith&Yorgure Inc affiliates or service providers, you will leave the Site, and will be subject to the terms of use and privacy policy applicable to those web sites.

5. Linking to this Site

If you would like to link to the Site, you must follow Smith&Yorgure Inc’s. Unless specifically

authorized by Smith&Yorgure Inc, you may not connect “deep links” to the Site, i.e, create links to this site that bypass the home page or other parts of the Site. You may not mirror or frame the home page or any other pages of this Site on any other web site or web page.

6. Downloading Files

Smith&Yorgure Inc cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

7. Software

Any software available for download via the Site is the copyrighted work of Smith&Yorgure Inc and/or its licensors. Use of such software is governed by the terms of the end user license agreement that accompanies or is included with the software. Downloading, installing, and/or using any such software indicates your acceptance of the terms of the end user license agreement.

8. Disclaimer of Warranties

SMITH&YORGURE INC MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE OR THE CONTENT. SMITH&YORGURE INC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE. SMITH&YORGURE INC DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. SMITH&YORGURE INC DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

9. Limitation of Liability

IN NO EVENT WILL KODAK BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF SMITH&YORGURE INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE

CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, SMITH&YORGURE INC'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

10. Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless Smith&Yorgure Inc, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of this Agreement.

11. Privacy

Click [here](#) to see Smith&Yorgure Inc 's Privacy Policy.

12. Additional Terms of Service

If you participate in Smith&Yorgure Inc 's [Tips & Projects Exchange](#), review the policies that govern your use of the program and service.

13. User Conduct

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

14. Unsolicited Idea Submission Policy

Smith&Yorgure Inc or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should Smith&Yorgure Inc 's business activities bear coincidental similarities with one or more of the thousands of unsolicited ideas offered to us. Please do not send your unsolicited ideas to Smith&Yorgure Inc or anyone at Smith&Yorgure Inc. If, in spite of our request that you not send us your ideas, you still send them, then regardless of what your posting, email, letter, or other transmission may say, (1) your idea will automatically become the property of Smith&Yorgure Inc , without any compensation to you; (2) Smith&Yorgure Inc will have no obligation to return your idea to you or respond to you in any way; (3) Smith&Yorgure Inc will have no obligation to keep your idea confidential;

and (4) Smith&Yorgure Inc may use your idea for any purpose whatsoever, including giving your idea to others.

However, Smith&Yorgure Inc does welcome feedback regarding many areas of Smith&Yorgure Inc's existing businesses that will help satisfy customer's needs, and feedback can be provided through the many listed contact areas on the Site. Any feedback you provide shall be deemed a Submission under the terms in the User Supplied Information section above.

15. User Supplied Information

Smith&Yorgure Inc does not want to receive confidential or proprietary information from you via the Site. You agree that any material, information, or data you transmit to us or post to the Site (each a "Submission" or collectively "Submissions") will be considered non confidential and non proprietary. For all Submissions, (1) you guarantee to us that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity, and (2) you give Smith&Yorgure Inc the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the Submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

16. Password Security

If you register to become a kodak.com member, you are responsible for maintaining the confidentiality of your member identification and password information, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your member identification and password.

17. General Provisions

a. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Smith&Yorgure Inc of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Smith&Yorgure Inc therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Smith&Yorgure Inc does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. Enforcement/ Choice of Law/ Choice of Forum. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, Smith&Yorgure Inc's Privacy Policy, your use of the Site, any other Smith&Yorgure Inc web site, the Service, or the Content are governed by, and will be interpreted in accordance with, the laws of the State of Alabama, without regard to any conflict of laws provisions.

d. Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent.