

Conversion Terms

By receiving MotionOne Studios terms and conditions you acknowledge that this is a binding legal agreement between MotionOne Studios and users of Video Tape to DVD conversion and duplication services provided by MotionOne Studios.

Video Tape to DVD conversion and duplication services offered on www.motionone.net is provided without warranties of any kind, whether expressed or implied to the fullest extent permissible pursuant to applicable law. MotionOne Studios disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. MotionOne Studios does not represent or warrant that the services provided will be error-free or that defects will be corrected. MotionOne Studios does not make any warranties or representations regarding the use of the materials provided in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. MotionOne Studios retains the right to reject transfer service for any material or any order at our discretion.

Return Policy

Although we strive to have the highest quality service, occasionally items may arrive unplayable or in some cases defective. In such an event MotionOne Studios is committed to providing a review of the material and if necessary/possible providing a re-transfer and return shipping. We do not charge any additional fees for review, return shipment, or re-transfers. If the material is untransferable due to age, fragility, format, damage, etc., a refund of the transfer price will be provided and the original material returned. MotionOne Studios does not cover the cost of shipping a return order to our facilities. MotionOne Studios does not accept returns beyond 7 days of receipt.

Shipping Costs

At MotionOne Studios we have flat-rate (\$8.95) shipping to the continental United States. Orders of 3 or greater items are always shipped via FedEx and include insurance and tracking. Orders of 2 items or less may be shipped via USPS. Alaska or Hawaii shipments may require additional fees or the order may be shipped at MotionOne Studios discretion.

Limit of Liability

MotionOne Studios is not responsible for late, lost, damaged or misdirected mail. MotionOne Studios does not warrant that Video Tape to DVD conversion services will fit all users' particular purposes, and is not liable for any damages or losses of any kind to the original video tape provided by customer. Liability of MotionOne Studios is limited to replacement of such tape with blank video tape of the same kind only.

By submitting an order Customer declares and warrants that all materials provided for conversion and/or duplication are **not** in violation of any **copyright laws**. Customer will indemnify and hold MotionOne Studios harmless in respect to any claims or demands by any third party that infringes upon any Copyright law. The video materials submitted were either created by Customer or Customer has the right to permit MotionOne Studios to perform duplication services, or Customer has the permission of the copyright owner to duplicate video materials and **written release form is provided**.

Acknowledgement

Having read and understood this agreement, you acknowledge its priority to any order, engagement or advertisement, and agree to its terms.