

Terms & Conditions of Service

Welcome to the Photo Centre page of Costco Wholesale UK Ltd (“Costco”), where you may upload digital images and order prints and photo-related merchandise for your pickup at a Costco warehouse near you.

These Terms and Conditions of Service (“Terms”) govern Costco’s on line Photo Centre service (“Service”). Your use of the Service constitutes your agreement to be bound by these Terms.

1. **Access.** The Service is available only to Costco members resident in the UK for fulfilment at Costco Photo Centres in the UK. The Service allows eligible Costco members to manipulate and upload digital images for print out, pickup, and payment at the designated Costco warehouse. Costco members may use the Service by downloading the programme or by means of a compact disc. Click where indicated to download the programme. By downloading third party software, you acknowledge and agree that Costco Photo does not guarantee that any software downloaded through the Services will be free of viruses, worms, or Trojan horses or other forms of corruptive code, even if the software is provided by a Costco supplier. Costco Photo makes no representations or warranties concerning the performance, effectiveness or any other aspect of any third-party software downloaded through the Services. In no event shall Costco Photo (including its officers, directors, employees, affiliates and agents) be liable for claims of any nature, whether direct or indirect, arising from or related to any third-party software downloaded through the Service.
2. **Third Party Software** As a convenience to our Members, we may make third-party software available. To use the third-party software, you must agree to the terms and conditions imposed by the third party provider and the agreement to use such software will be solely between you and the third party provider.
3. **Order Confirmation.** Print orders will be confirmed by email. These Terms will not form a binding contract between you and Costco for the purchase and supply of prints until Costco confirms your order by email.
4. **Payment.** You agree to pay for prints and photo-related merchandise you order upon collection.
5. **Returns.** Costco’s usual return policy for members shall apply.
6. **No Obligation to Monitor Content.** Costco does not control the content of your images and has no obligation to monitor such content for any purpose. You are solely responsible for all content and material you provide for the Service.
7. **Your Responsibility.** You must have the legal right to copy each image that you order. Photographs obtained from websites or print publications may be protected by copyright and should not be sent to Costco. You agree NOT to use the Service:
 1. for any illegal or improper purpose;
 2. to upload any material that is obscene, indecent, offensive, blasphemous, pornographic, illegal, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libellous, vulgar, or otherwise objectionable;
 3. to upload any material that you do not have a right to transmit under any contractual or fiduciary relationship or which infringes any copyright, trade mark, patent or other intellectual property right or any moral right of any party including but not limited to Costco;
 4. to harm minors in any way, including, but not limited to, content that is indecent, violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;

5. to upload any material which is likely to cause harm to Costco's or anyone else's computer system, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorised access to the Service which may cause any defect, error, malfunction or corruption to the Service;
 6. to interfere with or disrupt this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service; or
 7. to provide any information to Costco that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose.
8. **Refusal to Provide Service; Deletion.** Costco may at any time without notice:
1. change or suspend any part of the Service; and/or
 2. refuse to fulfil any order and delete any images you have sent to the Service if, in Costco's sole discretion, you fail to comply with any of these Terms or if a competent regulatory authority requires Costco to do so; and/or
 3. delete your digital images following printing. Costco is not obligated to store your digital images for you.
9. **Privacy.** Costco is committed to safeguarding privacy. Click **[Privacy Statement](#)** to view Costco's Privacy Statement.
10. **Costco's Liability.** Costco will conduct the Service with reasonable skill and care, and will use its reasonable endeavours to ensure that the Service is available at all times and to ensure that the files available for you to download from the Costco website are virus free, but does not guarantee this.

THE SERVICE IS PROVIDED BY COSTCO ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND COSTCO MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ACCESSIBLE, USABLE OR ERROR FREE.

You are advised to keep backup copies of all material downloaded or uploaded through the Service or emailed to Costco. COSTCO WILL NOT BE RESPONSIBLE FOR KEEPING BACKUPS OR FOR THE LOSS OF, DELETION OR CORRUPTION OF, OR DAMAGE TO ANY CONTENT, IMAGES OR ANY OTHER MATERIAL.

YOU AGREE THAT COSTCO SHALL NOT BE LIABLE TO YOU IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR ANY LOSS OF REVENUE, BUSINESS, CONTRACTS, PROFIT, DATA, GOODWILL OR REPUTATION OR FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGE RESULTING FROM THE USE OF THE SERVICE, EVEN IF COSTCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

NOTHING IN THESE TERMS SHALL APPLY TO LIMIT OR RESTRICT COSTCO'S LIABILITY IN RESPECT OF FRAUD OR FOR DEATH OR PERSONAL INJURY ARISING FROM COSTCO'S NEGLIGENCE.

NOTHING IN THESE TERMS APPLIES TO COSTCO'S LIABILITY IN RESPECT OF ANY PRINTS SUPPLIED TO YOU BY COSTCO.

11. **Trademarks.** All trademarks, service marks, names, and other intellectual property used in reference to the Service that identify Costco or third parties and their products or services belong to Costco and/or the relevant third parties. Neither the offer nor provision of the Service shall be deemed a grant to any person of any licence or right.
12. **Copyright.** Costco and/or the relevant third parties own all copyright and database rights in the Service and its contents, unless stated otherwise. Publishing, distributing, extracting, modifying, re-utilising and reproducing any such content in any form, whether in hard or soft copy form, is strictly prohibited.

13. **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of England. Any disputes arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English Courts.
14. **Entire Agreement.** These Terms incorporate by reference the rules that govern your Costco membership, Costco's Privacy Statement and other terms and conditions set forth in the Costco website. These terms constitute the entire agreement between Costco and you with respect to your use of the Service. Costco's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more right or provision contained in these Terms is invalid, the remainder of the Terms shall be enforceable.
15. **No Third Party Rights.** Nothing in these Terms and Conditions shall confer on any third party any benefit or right to enforce any term of this Agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms.