Capture Limited – Terms of Service

Last Updated: November 26, 2025

1. Introduction & Acceptance

These Terms of Service ("**Terms**") govern your access to and use of the Sites operated by Capture Limited ("**CaptureHK**", "**we**", "**our**", "**us**").

For the purposes of this Terms, our "**Services**" and "**Products**" encompass a comprehensive range of offerings, including without limitation:

- physical-to-digital conversion, restoration, and enhancement of Customer Media;
- creation and delivery of Digital Files;
- access to Capture Storage Services, through which customers may store, download, or share their Digital Files; and
- other accessories or ancillary services, including electronic photo frame products, film products, camera rental services, disposal services and logistics.

By placing an order of our Services and Products, creating an account, or using any part of the Sites and the Services, you agree to be bound by these Terms. If you enter into these Terms on behalf of a business, you represent that you have authority to bind that business. For links directing you to third-party websites (such as payment portals, cloud storge or couriers), please refer to the terms and conditions of those sites. We disclaim all responsibility for the content or policies of any linked third-party sites.

2. Definitions

"**Customer Media**" refers to any materials you provide to CaptureHK—whether physical or digital—for digitisation, enhancement, storage, or processing. This includes but is not limited to photographs, albums, negatives, slides, videotapes, film reels, audio cassettes, compact discs, portable drives, digital image or video files, and related items.

"**Digital Files**" means the digitised or enhanced outputs we create from Customer Media.

"**Sites**" means this website (www.capture.hk), related digital platforms (including without limitation, store.capture.hk) and any related pages, portals, or tools provided by CaptureHK.

3. Description of Services and Products

CaptureHK provides media digitisation, restoration, and enhancement; preparation and delivery of Digital Files; and logistics coordination for the receipt and return of Customer Media. Additional online features may include order tracking, download links, access to CaptureHK Storage Service, and integrations (e.g., optional upload to Google Photos). We also provide instant camera rental services.

Our Products include various accessories, including without limitation electronic photo frames and film products. We provide a one-year hardware warranty against manufacturing defects for our Products, commencing on the original date of purchase.

4. Legal Age Requirement

There is no legal minimum age required to access our Sites. However, we recommend that anyone under 18 obtains parental consent before using or purchasing our Services and Products, especially when submitting credit card or other payment information to place an order.

5. Accounts, Security & Acceptable Use

You are responsible for safeguarding your account credentials and for all activities under your account. Notify us immediately of any unauthorised use. You agree not to: (a) engage in unlawful, infringing, defamatory, or abusive conduct; (b) interfere with or disrupt the Sites or Services; (c) attempt to gain unauthorised access to systems or data; (d) upload malware or harmful code; or (e) circumvent security features.

CaptureHK may, in its sole discretion, suspend or terminate your access to the Sites at any time for any reason, including without limitation, suspected fraud, abuse, or if you are found to be in violation of these Terms. The provision of these Terms which by their nature should survive termination (including but not limitation to Intellectual Property Rights, Limitation of Liability, Indemnity, Disclaimer of Warranties) will survive.

6. Orders, Pricing, Payments & Refunds

Pricing: Prices of our Services and Products are listed in HKD unless otherwise stated. We may correct pricing errors and decline or cancel orders impacted.

Payments: Orders must be paid in full prior to release of Digital Files or return shipment/collection of Customer Media. We reserve the right to recover any outstanding balances in full, including through the engagement of a collection agency, if payment remains overdue.

Refunds: All sales are final. With respect of our Services, you can request a refund within 7 days of payment only if we have not started digitising your order. In respect of our Products, refunds will only be accepted in cases of product malfunction, and any refund requests must be submitted within 15 days from the date of product delivery. No refunds will be made for our CaptureHK Storage Service or other online services.

Deposits for orders will expire and be refunded according to the following schedule. Upon refund, any associated discounts will be voided.

Deposit Amount	Expiration Period
$100	1 month
$200	2 months
$300	3 months
$400	4 months
$500 or more	5 months

Pre-paid orders must be used within 90 days of payment — after that, they expire and cannot be refunded. Refunds are issued only to the person who originally made the payment. For help, contact us at support@capture.hk.

7. Shipping, Collection & Risk of Loss

When third-party couriers are used for pickup or delivery, the risk of loss passes to the courier once your items are handed over. You are responsible for properly packaging your Customer Media before shipping it to us. If CaptureHK arranges the collection, we will exercise commercially reasonable care but cannot guarantee against loss or damage by the courier.

After your order is completed, at your option, your Customer Media will either be returned to you or securely disposed of in accordance with your signed disposal consent. If you have chosen to have your Customer Media returned and do not collect it after we notify you that your order is complete, we will attempt to contact you using the details provided. If we are unable to reach you, or if collection does not occur within thirty (30) days of completion, CaptureHK may dispose of your Customer Media at its discretion unless otherwise agreed in writing.

CaptureHK also reserves the right to charge a storage fee of HKD 100 per month (or part thereof) for every three (3) cubic feet of uncollected Customer Media after the initial thirty-day grace period. Storage fees will continue to accrue monthly until the Customer Media is collected, returned, or disposed of.

8. Handling of Customer Media & Outputs

We handle all Customer Media with care. However, due to the age and condition of certain Customer Media, we cannot guarantee the restoration or correction of any pre-existing defects or damage. Minor handling wear may occur during processing.

You retain full ownership of your Customer Media and of all Digital Files created from it. By submitting your Customer Media, you grant CaptureHK a limited licence to use it solely for the purposes of providing our Services, including digitisation, enhancement, quality control, delivery, and customer support.

Unless otherwise specified in your order, download links for Digital Files will remain available for a limited time after we notify you of order completion. Once this period ends, the files may be deleted from our systems. If you choose to have your Digital Files uploaded to Google Photos, this will occur only with your consent and is subject to your Google account's storage limits.

9. Intellectual Property Rights

All right, title, and interest in and to the Sites, Services, software, processes, templates, and branding are owned by CaptureHK or its licensors.

All content on the Sites, including text, graphics, logos, images, videos, sounds, and other materials (collectively, the "**Content**"), is owned by CaptureHK or its licensors and is

protected by copyright, trademark and/or other intellectual property laws. Access to and use of the Sites is solely for your personal, non-commercial use. You may not reproduce, distribute, modify, create derivative works of, publicly display or otherwise use any Content for any public or commercial purposes without the prior written consent of CaptureHK. Any unauthorized use may result in termination of your access and could also lead to legal action.

All trademarks, logos and service marks (collectively, the "**Trademarks**") displayed on the Sites, Services and Products are the registered or unregistered property of CaptureHK. Nothing on the Sites should be construed as granting, by implication, estoppel or otherwise, any license or right to use the Trademarks without the written permission of CaptureHK.

10. Use of Third-Party Software, APIs & Capture Storage Service

To deliver and enhance the Service, CaptureHK uses third-party software tools, APIs, and cloud platforms—including integrations with Google, Amazon Web Services, and others—for data transfer, hosting, and workflow automation.

CaptureHK's interaction with Google APIs complies with the Google API Services User Data Policy, including its Limited Use requirements.

Where you authorise integration (e.g., linking your Google Photos account), we access only the data necessary to perform requested actions such as uploading, reading, or managing your digitised files.

CaptureHK may temporarily store copies of your digitised media in secure environments for quality control, redundancy, or backup purposes before final delivery.

CaptureHK provides a dedicated Capture Storage Service to host, view, and download your digitised files securely. By using this service, you consent to the storage of your Digital Files on servers operated by CaptureHK and its cloud partners.

CaptureHK does not sell, rent, or license access to Customer Media or associated metadata to any third party.

While we apply commercially reasonable efforts to maintain uptime and security, we cannot guarantee uninterrupted operation or third-party system availability. Your continued use of these integrations and storage services constitutes acceptance of their associated risks and third-party terms.

11. No Reliance; Backups

You should not rely on the Services as your sole repository. You are responsible for maintaining independent backups of your content and Digital Files. CaptureHK is not responsible for any loss or corruption of data resulting from your use of the Service.

12. Content Rights, Responsibilities & Takedowns

You represent and warrant that you have all necessary rights, licences, and permissions to submit Customer Media and to request the creation of Digital Files. You further warrant that your Customer Media and any instructions you provide:

- do not infringe, violate, or misappropriate any third-party rights (including copyright, trademark, privacy, moral, or publicity rights);
- do not contain or promote unlawful, defamatory, obscene, pornographic, hateful, threatening, or otherwise offensive or discriminatory material;
- do not depict individuals without their consent where such consent is legally required; and
- comply with all applicable laws and regulations in the Hong Kong SAR and any jurisdiction from which the materials originate.

You acknowledge that CaptureHK performs digitisation, restoration, and enhancement in a largely automated and service-oriented manner and does not monitor or pre-screen the content of Customer Media. Accordingly, you remain solely responsible for the legality, integrity, and accuracy of all materials you provide.

CaptureHK reserves the right—but not the obligation—to refuse, suspend, or terminate processing or storage of any Customer Media that it reasonably believes violates these Terms or applicable law. In such cases, CaptureHK may notify you and, if necessary, report prohibited material to the appropriate authorities.

If you believe that any content processed or hosted through the Service infringes your rights, please contact support@capture.hk with sufficient detail to identify the material and the basis of your claim. CaptureHK will investigate and take appropriate action in accordance with the Copyright Ordinance (Cap. 528) of Hong Kong and other relevant laws.

13. Disclaimer of Warranties

The Sites, Services and Products are provided “as is” and “as available,” without warranties of any kind (except those expressly specified in these Terms of Services), whether express, implied, or statutory, including merchantability, fitness for a particular purpose, title, and non-infringement. While we strive to provide accurate and up-to-date information on the Sites, we do not guarantee that all information is complete, current or error-free. We do not guarantee uninterrupted, secure, or error-free operation. Your use is at your sole risk.

14. Limitation of Liability

To the fullest extent permitted by law, CaptureHK and its affiliates will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, data, or goodwill arising out of or in any way connected with your access to or use or purchase of the Sites, Services or Products. Our total aggregate liability arising out of or relating to the Services shall in no event exceed the lesser of (a) the fees you paid to CaptureHK for the order giving rise to the claim, or (b) HKD 3,000 per order.

CaptureHK will not be liable for non-performance or delay in performance caused by extraordinary event beyond our control, including without limitation, wars strikes, riots, national emergency, civil commotion, earthquake, flood or other acts of God.

15. Indemnity

You will indemnify and hold harmless CaptureHK, its directors, officers employees, and agents from any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to your breach of these Terms, your misuse of the Sites, Services or Products, or your violation of law or third-party rights.

16. Changes to Service & Terms

We may modify, suspend, or discontinue the Services (in whole or in part) at any time. We reserve the right to update or remove content at any time without notice. Changes apply upon posting for new users and fifteen (15) days after posting for existing users. If you do not agree to the changes, you must stop using the Sites and/or the Services.

17. Electronic Communications

By using the Sites, you consent to receive electronic communications from us, which may include emails and notices posted on the Sites, and other communications.

18. Governing Law & Dispute Resolution

These Terms are governed by the laws of the Hong Kong SAR. You are responsible for complying with the laws of the jurisdiction from which you access the Sites. The courts of Hong Kong shall have exclusive jurisdiction over any disputes arising out of or relating to these Terms or the Services. Nothing prevents us from seeking injunctive or equitable relief in any competent court to protect our intellectual property or confidential information.

19. Miscellaneous

Severability: If any provision of these Terms is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
Waiver: The failure of CaptureHK to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

20. Contact

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