

## **Sarah Elizabeth Portraits terms of Sale**

These Terms of Sale are applicable to your purchase of any Photos, Prints, Canvases, Albums and/or other Products through Sarah Elizabeth Portraits' online store. Other than as specifically provided in any separate written agreement between you and the photography studio, these Terms of Sale may not be altered, supplemented, or amended by the use of any document, such as purchase orders, and all sales are expressly conditioned upon your agreement to these Terms of Sale. In the event of any conflict between these Terms of Sale and the other provisions of the Terms of Use, these Terms of Sale will control.

Sarah Elizabeth Portraits facilitates your purchase of Photos, Prints, Canvases, Albums and/or other Products through its relationship with the photography studio's vendors. If you purchase Photos, Prints, Canvases, Albums and/or other Products through the photography studios online store, you acknowledge that the printing of any Photos or any other physical Products is performed by such vendors and the photography studio's role is to assist, facilitate and support such order process pursuant to these Terms of Sale.

### **1. Pricing & Payment Terms**

In order to purchase Products through Sarah Elizabeth Portraits' online store, you are required to provide valid Payment Information as required by the online store. Sarah Elizabeth Portraits may terminate your order for Products if we are unable to process your Payment Information and you do not provide an alternative form of payment upon the photography studio's request.

You agree to reimburse the photography studio for any and all costs incurred in collecting amounts owed by you to the photography studio or a photography studio vendor, including, without limitation, attorneys' fees and costs of collection agencies.

You are responsible for any taxes that you are obligated to pay or that the photography studio may collect from you in connection with your purchase of Products. If you do not pay the sales or other taxes or fees on a transaction, you will be responsible for the taxes or fees in the event they are later determined to be payable on the sale, and Sarah Elizabeth Portraits reserves the right to collect the taxes or other related fees from you at any time. In certain jurisdictions, the photography studio may be required to collect and remit sales tax in connection with your purchase of Products. Any such taxes will be added to the purchase price and reflected on your invoice or receipt.

### **2. Photo Downloads; Shipping Terms and Policies**

If you purchase Photo Download or it was included in your contract, such download will be made available to you through the Services upon the photography studio's receipt of your valid Payment Information or through an email to the address you provided. Please check your spam box and filters. Photos will be deleted from the photographer's hard drive within 12 months of the session. Please save the file to your computer or device after downloading.

If you purchase Photo prints, Canvases, Albums or other physical Products, the photography studio will use its commercially reasonable efforts (and the photography studio's Vendors will use commercially reasonable efforts) to ship all orders for such Products within the estimated delivery time applicable to various methods of shipping

available at the time you place your order. Sarah Elizabeth Portraits is not responsible for any delays in shipping.

Sarah Elizabeth Portraits or Sarah Elizabeth Portraits' Vendors reserve the right to substitute another carrier of equal or lesser cost to deliver your order at our discretion. All shipping charges are your responsibility. Shipping charges will be included in your shopping cart and can be viewed on a summary screen prior to finalizing your order. The shipping charge shown during the checkout process is subject to verification and to correction or change without notice. If the actual shipping charge is more than the amount shown in your shopping cart, the photography studio will contact you with the correct shipping costs before processing your order, and you will have an opportunity to cancel your order.

### 3. Return Policy

Sarah Elizabeth Portraits offers a non-refundable service, due to the nature of the products being delivered. In the case of faulty goods a replacement will be sent out, and this must be brought to Sarah Elizabeth Portraits' attention within 5 days of receiving goods.

To request a replacement for any Product, please contact Sarah Elizabeth Portraits at [seportraits@gmail.com](mailto:seportraits@gmail.com). Please do not contact your credit card company to dispute a charge before contacting Sarah Elizabeth Portraits.

### 4. Product Availability and Pricing

Sarah Elizabeth Portraits or Sarah Elizabeth Portraits' Vendors may revise or discontinue Product options at any time without prior notice, and Products may be come unavailable even after an order is placed. All prices are subject to change without notice.

### 5. Product Descriptions, Pricing & Errors

Sarah Elizabeth Portraits strives to maintain accurate information in the online store and to eliminate any errors. However, we do not warrant that Product descriptions, Photos, Prints, Canvases, Albums and/or other Product pricing or other photography studio Materials are accurate, complete, reliable, current, or error-free. In addition, all weights and size dimensions are approximate. While we make reasonable efforts to accurately display all details of our Product offerings, including the applicable colour and/or brightness, please note that the actual colour and/or brightness you will see for a Photo depends on the settings of your computer screen and we cannot guarantee that your computer will accurately display all Photo colours.

The photography studio or the photography studio's Vendor reserves the right to format, manipulate or otherwise modify Photos as may be required to satisfy a particular order. If a Product offered by the photography studio is not as described or pictured, your sole remedy is to return the Product in unused condition for a refund within thirty (30) days of receipt.

In the event of an error, whether contained in the Services, in an order confirmation, in processing and order or otherwise, Sarah Elizabeth Portraits reserves the right to correct such error and charge the correct price or cancel the order, and your sole remedy in the event of such error is to cancel your order.

### 6. DIGITAL IMAGE LICENSING

Photo Downloads may be included as part of the initial service contract or purchased from Sarah Elizabeth Portraits online store. Sarah Elizabeth Portraits grants buyer a non-exclusive, non-transferable perpetual personal-use license to download and copy the accompanying image(s) subject to the following restrictions: **This license is for personal use only.** Personal use means non-commercial use of the Media. Title and ownership, and all rights now and in the future, of and for the Media remain exclusively with the photography studio. There are no warranties, express or implied. The Media are provided 'as is.'

Neither Sarah Elizabeth Portraits nor Sarah Elizabeth Portraits' vendors will be liable for any third party claims or incidental, consequential or other damages arising out of this license or buyer's use of the Media.

What you can do:

**Personal, Non-Commercial use of the Media includes:**

1. Display on personal websites and computers.
2. Making image prints for personal use.

What you may not do:

**Buyer may not:**

1. Resell, relicense, sub-license, redistribute without express written permission from the photography studio.
2. Use the media in any way whatsoever in which you charge money, collect fees, or receive any form of remuneration. Use The Media in advertising.
3. Use The Media in a pornographic, obscene, illegal, immoral, libelous or defamatory manner.
4. Incorporate The Media into trademarks, logos, or service marks.
5. Make available for download.
6. Business, school, non-profit, & event Facebook pages ARE NOT personal pages and require a commercial license.

Sarah Elizabeth Portraits retains all rights, license, copyright, title and ownership of the Media.