

# Ant's Photography Policy

#### General

### Section 1.1 Pricing:

We strive to continually improve our services. However, please note that our pricing is subject to change. If you have booked a package or event before any pricing adjustments, you will be charged the rate at which you made the booking. You will not be required to pay the updated price unless it is lower than the price you initially booked.

#### Section 1.2 Photo Usage:

We respect your privacy and will not upload any photos to our website without your explicit permission. If any of your photos have been uploaded to our website and you wish to have them removed, please notify us, and we will ensure their removal within 48 hours.

#### Section 1.3 Food:

We understand that personal preferences and dietary restrictions vary. Therefore, we do not handle or consume any food at an event unless explicitly authorized by the client.

#### Section 1.4 Cancellation and Refunds:

In the event that we are unable to provide our services for a scheduled event, we reserve the right to cancel the service and refund any payments made. Please note that deposits are non-refundable and final. If you choose to cancel or reschedule, the deposit will not be refunded.

#### Section 1.5 Photo Delivery and Watermarks:

During a photo session, we typically capture an average of 200 photos. However, we will select and edit the photos that meet our quality standards. Edited photos may include our watermarks when shared on our social media and website.

When you download the photos, they will be available in high resolution if you select that option. If you choose the social media resolution, the photos will be optimized for social media uploads but will contain our watermark.

If you believe a photo is missing from your online gallery, please inform us, and we will determine if it was edited or accidentally omitted. The number of photos you receive will depend on the package you booked. For example, if your package includes 15 photos and we captured 10 photos during the session, you will receive those 10 photos. If additional photos are desired, they can be purchased at \$1 per image.

For events, the number of photos delivered will match the estimate provided. However, you have the option to purchase 100 additional photos for \$50 before the event, or after the event, you can pay \$1 per additional image.

#### Section 1.6 Late Payment:

If all the photos have been edited and we have not received payment within the specified timeframe, we will make multiple attempts to contact you. After 15 days, if payment is still outstanding, we reserve the right to upload the photos to our social media and website, as well as use them for advertising our business. These images will not be available for download, and unauthorized use may be subject to copyright infringement.

To obtain access to these photos, you will be required to pay an additional \$40 for late payment. Failure to make the payment may result in the denial of access to the images.

#### Section 1.7 Professional Conduct and Harassment Policy:

We are committed to maintaining a professional and respectful environment for our clients. We will not engage in any behavior that makes you feel uncomfortable during the photography

session. We will not request or encourage any inappropriate poses, nor will we expose anyone inappropriately through photo editing.

Our company operates with a strong focus on family-friendly content and does not promote or associate with any sexual or explicit materials. If you receive any spam email containing such content with our logo,

# **Late Policy**

Section 2.1 Tardiness:

We have established the following late policy for our sessions:

For sessions up to 2 hours, there is a grace period of up to 30 minutes for lateness. If you arrive within 15 minutes past the scheduled appointment time, the session will start at the time of your arrival. For example, if the appointment was scheduled for 5:00 PM and you arrive at 5:15 PM, there will be no issue, and the session will begin at 5:15 PM. However, if you arrive at 5:16 PM or later, the 15 minutes will be deducted from the session time, as if the session had started at the originally scheduled time. In this case, the session will only last for 45 minutes.

If a client is more than 30 minutes late without prior communication, we reserve the right to leave the location and inform the client that we can no longer provide the service due to tardiness.

For events or weddings, if the client is late or absent beyond 30 minutes from the scheduled start time, the deposit will be non-refundable, and we will not provide services for that session.

#### Section 2.2 Photographer Tardiness:

In the event that we, as the photographers, are running late for a session, we will promptly get in touch with you to inform you of the situation. To compensate for our tardiness, we will upgrade your session to the next package at no additional cost.

Section 2.3 Emergencies:

We understand that emergencies can arise unexpectedly, and we acknowledge that they can happen to anyone. In the event of an emergency, we kindly request that you contact us as soon as possible to inform us of the situation. Similarly, we will do our best to inform you if any unforeseen emergencies prevent us from providing our services.

### Refund

Section 3.1 General Refund Policy:

We do not offer refunds under normal circumstances. However, if you are unhappy with our services, please contact us, and we will make every effort to resolve any issues you may have. If you are dissatisfied with the editing of the photos, we are open to making adjustments to better suit your preferences. Please note that refunds will not be provided solely based on dissatisfaction with the editing.

Section 3.2 Refund Eligibility:

Refunds may be granted in the following circumstances, but are not limited to:

Image damage during the session: If any images are damaged or unusable due to circumstances within our control, we will assess the situation and may provide a refund accordingly.

Insufficient number of photos for the selected package: If the actual number of photos captured during the session falls short of the quantity promised in the package, we will evaluate the situation and may offer a partial refund.

Photographer emergencies and camera issues: In the event of unforeseen circumstances such as photographer emergencies or significant camera malfunctions that significantly impact the quality of the delivered images, we will assess the situation and may provide a refund or alternative compensation.

State emergencies, natural disasters, or health and safety concerns: If a state emergency, natural disaster, or health and safety issue arises, resulting in the cancellation of the session or inability to provide the service, we will refund the full amount paid.

Please note that if the actual number of photos delivered exceeds the quantity specified in the selected package, no refund will be provided. We will consider that we have fulfilled the agreed-upon terms by delivering a higher number of photos than originally included.

### **Payment**

### Section 4.1 General Payments:

Our payments are processed through Clover, in partnership with Arsenal Computing LLC. This ensures a secure and convenient payment experience. Please note that all sales taxes are included in the pricing, so there are no additional charges for tax purposes.

#### Section 4.2 Cash Payments:

If you choose to pay in cash, please ensure that you have the exact total amount, as our photographers typically do not carry change. While tipping is not obligatory, it is greatly appreciated. Additionally, please be aware that transportation fees must be included in the total payment and cannot be paid separately.

#### Section 4.3 Credit Cards:

We accept credit card payments through our Clover payment system. There are no transaction fees for credit card payments. However, please note that if the total payment amount falls below a certain threshold, a minimum charge may be required.

# **Privacy and Data Protection**

#### 5.1 Data Collection and Use:

We collect personal information from clients during the booking or registration process. This may include names, contact details, and session preferences. The data collected is solely used for the purpose of providing photography services and communication with the client. We are committed to maintaining the privacy and security of this information and will not disclose or share it with third parties without explicit consent, unless required by law.

#### 5.2 Data Storage and Security:

Client data is stored securely using industry-standard practices to prevent unauthorized access, loss, or theft. We take appropriate measures to protect personal information against unauthorized access, disclosure, alteration, or destruction. Our data storage systems are regularly updated and monitored to ensure the highest level of security.

#### 5.3 Data Retention:

We retain client data for a reasonable period, as required for business and legal purposes. Once the retention period expires, we will securely dispose of or anonymize the data to protect client privacy.

## **Usage Rights and Licensing**

#### 6.1 Intellectual Property Rights:

All images captured by our photographers remain the intellectual property of our photography business. Clients do not have the right to claim ownership of the images.

#### 6.2 Usage Rights:

We grant clients limited usage rights for personal use of the images. This includes the right to print, display, and share the images for personal purposes, such as personal social media, personal blogs, and personal printing.

#### 6.3 Commercial and Promotional Use:

Any commercial or promotional use of the images, including but not limited to advertising, marketing, or selling the images, requires prior written consent and may be subject to additional fees or licensing agreements. Clients must seek explicit permission and discuss terms and conditions before using the images for any commercial or promotional purposes.

# **Client Responsibilities**

#### 7.1 Accurate Information:

Clients are responsible for providing accurate and complete information during the booking process, including session details, location, and any specific requirements or preferences.

#### 7.2 Cooperation:

Clients are expected to cooperate and follow any instructions or guidance provided by the photographer during the session. This includes posing suggestions, following safety guidelines, and respecting the photographer's professional judgment.

#### 7.3 Permissions and Clearances:

Clients are responsible for obtaining any necessary permissions, permits, or clearances for photography in specific locations or events. It is the client's responsibility to ensure that all necessary legal requirements are met.

### **Rescheduling and Cancellation Policy**

### 8.1 Rescheduling:

Clients may request to reschedule a session with reasonable notice, subject to availability. A rescheduling fee may apply if notice is not provided within the specified timeframe. Fee of \$50 could be charged if done 24 hours prior to the event starting.

#### 8.2 Cancellation:

In the event of session cancellation, the deposit is non-refundable. Clients are required to provide notice of cancellation at least 7 days in advance to avoid additional fees. Cancellations made within 2 days of the session may result in the full session fee being charged. Please refer to our pricing and policies for detailed cancellation fees.

# **Equipment and Liability**

#### 9.1 Equipment Maintenance and Backup:

We prioritize equipment maintenance to ensure reliable performance during photography sessions. We regularly service and update our equipment to maintain its functionality. In the event of technical issues, we carry backup equipment to minimize disruption during sessions.

#### 9.2 Client Liability:

Clients are responsible for ensuring the safety and security of their personal belongings during the session. We will not be held liable for any loss, damage, or theft of personal items or

equipment brought to the session. Clients are advised to take necessary precautions to safeguard their belongings and valuables. We will not be held responsible for any loss or damage incurred.

#### 9.3 Photographer Liability:

While we take every precaution to provide high-quality and professional services, we cannot guarantee the outcome of every photograph or be held liable for factors beyond our control. This includes but is not limited to environmental conditions, the behavior of individuals involved in the session, and any unforeseen circumstances during the shoot.

#### 9.4 Limitation of Liability:

Our liability for any claims, damages, or losses arising from our services is limited to the total amount paid for the session. We are not liable for any indirect, incidental, consequential, or punitive damages related to our photography services.

### **Business Relationship with Arsenal Computing LLC**

Ant's Photography operates as a "Doing Business As" (DBA) under Arsenal Computing LLC. As such, certain aspects of the photography business may rely on or involve the resources and support provided by Arsenal Computing LLC.

#### **10.1** Business Support

Ant's Photography may utilize Arsenal Computing LLC's infrastructure, systems, and personnel to facilitate various business functions, including but not limited to website hosting, payment processing, administrative support, and technological resources. This collaborative arrangement allows for enhanced efficiency and operational capabilities.

#### 10.2 Arsenal Computing LLC's Role

While Arsenal Computing LLC supports Ant's Photography in various capacities, it is important to note that the contractual agreement and legal obligations are specific to Ant's Photography as an independent business entity. Any contractual agreements, bookings, or interactions will be conducted directly with Ant's Photography.

### 10.3 Limitation of Liability

Ant's Photography and Arsenal Computing LLC maintain separate legal entities and have distinct areas of responsibility and liability. Arsenal Computing LLC is not liable for any actions, services, or obligations related to Ant's Photography, as it is an independent business entity operating under its own terms and conditions.