

TERMS AND CONDITIONS OF JS IMAGING

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CONTENT OF PHOTOGRAPHS. You agree that you will not submit Photographs containing any threatening, defamatory, abusive, or inappropriate material or images that could give rise to any civil or criminal liability under applicable law. JS Imaging reserves the right to refuse any Photographs it deems to violate this paragraph.

RELEASE. You irrevocably grant to JS Imaging the right to distribute, transmit, publish, copy, or otherwise exploit, either in whole or in part, either digitally or in any other medium now known or later discovered, any of the Photographs. You agree that the Photographs may be used and exploited without identifying you as their subject. You agree to the use of the Photographs for promotional or advertising purposes connected with JS Imaging. You represent and warrant that you are over the age of 18 years.

In the event any of the Photographs contain images of minors, you warrant that you are the legal guardian of such minor(s) and irrevocably grant to JS Imaging the right to distribute, transmit, publish, copy, or otherwise exploit, either in whole or in part, either digitally or in any other medium now known or later discovered, the Photographs. You agree that the Photographs may be used and exploited without identifying the minor(s) as their subject. You agree to the use of the Photographs containing the minor(s) for promotional or advertising purposes connected with JS Imaging.

You release and discharge JS Imaging and its agents, representatives, and assignees from any claim or cause of action, now known or later discovered, for, among other things, invasion of privacy, right of publicity, and defamation arising out of the use and exploitation of the Photographs.

SAFEKEEPING OF FILES. Once JS Imaging has delivered files to you, the storage of those files are no longer the responsibility of JS Imaging. You **SHOULD NOT SEND ORIGINAL COPIES** of files to JS Imaging as it is not responsible for damage or destruction to files during transport, storage, or handling.

APPROVAL DEADLINE. If JS Imaging's design or image service is not approved within 6 (six) months of submission, JS Imaging reserves the right to close out the project and to charge any outstanding fees.

PAYMENT POLICY. JS Imaging's payment policy depends on the work requested.

- **ALBUM DESIGN WITH ALBUM.** If you are submitting the Photographs to JS Imaging for an album design and purchasing an accompanying album from JS Imaging, you agree to pay a deposit in the amount of one-half ($\frac{1}{2}$) of the total price at the time you authorize JS Imaging to perform the work. The remaining balance is due upon your approval of the design layout and before JS Imaging purchases the album.
- **ALBUM DESIGN.** If you are submitting the Photographs to JS Imaging for an album design alone (without purchasing an accompanying album from JS Imaging), you agree to pay in full at the time you authorize JS Imaging to perform the work.
- **RETOUCH AND RESTORATION.** JS Imaging will provide you with an estimate for any retouch and restoration work requested. The estimate provided by JS Imaging is an **ESTIMATE ONLY** and is not intended to represent the definite final price you will pay. By agreeing to these Terms and Conditions, you represent that you understand any estimate JS Imaging provides you may differ from the final price you owe. If you are submitting the Photographs to JS Imaging for retouching and/or restoration, you agree to pay in full at the time you approve JS Imaging's estimate and authorize JS Imaging to perform the work.

REVISION POLICY. A "revision" is considered a request for alteration of an existing design with specific instructions for placing, replacing, resizing, retouching, or altering specific images on specific pages. The following does not constitute a "revision:" complete redesign of the majority of pages in an album, vague (non-specific) requests to alter the design, re-submission of new Photographs which require a redesign of the majority of pages in an album. JS Imaging will accommodate requests for three (3) revisions at no charge. After JS Imaging has made three (3) requested revisions, it may, at its discretion, charge additional fees for additional revision requests.

REFUND POLICY. Because of the nature of its work, JS Imaging does not offer refunds. You may, however, take advantage of JS Imaging's Revision Policy.

CHANGE OF TERMS. JS Imaging reserves the right to modify any of its Terms and Conditions as it deems fit.