

Terms of Sale

Updated: November 1, 2018

DEFINITIONS

Us/We/Our: J.Wright Photography (Joanna Wright, JWP, and/or JWP Families)

Service(s)/Site: <http://www.jwpfamilies.com/> website and/or photography services and/or products provided by us

User(s)/You/Your: anyone who visits the Site and/or provides information to the Site via the Site, a Third Party Site, a Third Party Service Provider, and/or a Vendor

Third Party/Third Party Sites/Third Party Service Providers/Vendors: any linked websites and/or services we use to provide service and/or products for you

Products: photography services provided to you by us, digital images, print photographs, mounted prints, canvases, albums, and/or other products/services provided through us or the Service

Consent: by using our Services and/or by providing information (personal and/or otherwise), you agree to these Terms of Sale, Terms of Use, Contract & Release Forms, and the conditions of the Privacy Policy for this Site

TERMS APPLICABLE TO SALE OF PRODUCTS (“TERMS OF SALE”)

These Terms of Sale are applicable to your purchase of any Products through us and/or our Service, Site, Third Party Sites, Third Party Service Providers, and/or Vendors. Other than as specifically provided in any separate written agreement between you and us, 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. We facilitate your purchase of Products through our relationship with our Vendors. If you purchase Products through our online store, you acknowledge that the creation of Products is performed by such Vendors and our job is to assist, facilitate, and support such order processes pursuant to these Terms of Sale and as outlined by our Terms of Use and Privacy Policy.

SALES TAX AND FEES

In certain jurisdictions, we are 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. You are responsible for any taxes that you are obligated to pay or that we may collect from you in connection with your purchase of Products. We reserve the right to collect taxes or other related fees from you at any time in the event that they are later determined to be payable on the sale.

PAYMENT TERMS

In order to purchase Products from us or our Vendors, you are required to provide valid payment information as required by us or our Vendors. Your information will be protected according to the terms of our Privacy Policy. We may terminate your order if we are unable to process your payment information and you do not provide an alternate form of payment. You agree to reimburse us for any and all costs incurred in collecting amounts owed by you to us and/or our Vendors, including, without limitation, overages, returned check fees, and collection agency costs.

PRODUCT DELIVERY AND SHIPPING TERMS

If you purchase Products, they will be delivered to you through us or our Vendor upon receipt of your valid payment and according to the terms of our contract. We will use commercially reasonable efforts to ship all Product orders within the estimated delivery time. We are not responsible for any delays in shipping, and we reserve the right to substitute another carrier at our discretion. All shipping costs are your responsibility and can be verified before finalizing your order.

PHOTO DOWNLOADS

If you purchase digital photo downloads, they will be made available through our Third Party Site upon receipt of your valid payment and according to the terms of our contract.

RETURN POLICY

We guarantee your satisfaction of purchased Products, and we will gladly accept the return of any Product you have ordered for any reason within thirty (30) days of your receipt of the Product. Upon receipt of the Product, we will issue you an identical replacement Product or additional Products of equal value, whichever you prefer. A refund of funds will only be issued if the Product was purchased outside of the terms of your contract (i.e. not included with your session/package fee). We do NOT provide refunds for shipping costs regardless of the reason for return, and you are responsible for covering shipping costs on any new or replacement Products that require them. If you are unsatisfied with a Product that is not in a physical medium form (i.e. a photo download), then you will refer to your photography contract “Conflict Resolution” clause for alternate solutions. We do NOT provide refunds for digital downloads regardless if the images have been downloaded or not. To request a refund or replacement Product, please email info@jwpfamilies.com with your order number and request information.

PRODUCT PRICING AND AVAILABILITY

We and our Vendors may revise or discontinue Products at any time without prior notice, and all prices are subject to change without notice; however, pricing discussed and bound by the terms of your photography contract will not change (except in cases where taxes and/or additional fees apply).

PRODUCT DESCRIPTIONS

We strive to maintain accurate information on our Site; however, we do not warrant that Product descriptions or pricing are accurate, complete, current, or error-free. While we make reasonable efforts to accurately display the details of our Products, including accurate color and brightness, we cannot guarantee that your computer or device will accurately display all photo colors correctly. We reserve the right to format, manipulate, or otherwise modify photos as may be required to satisfy a particular order (i.e. cropping from a 4x5 ratio to a 2x3 ratio).

DISCLAIMER OF WARRANTIES

Unless otherwise expressed in writing, we provide all Products as is without warranty of any kind, expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, regarding your purchase of Products. It is your responsibility to follow the return policies as outlined in these Terms of Sale, and we are not responsible for your noncompliance in doing so. You may have additional rights in certain states where laws do not allow limitations on implied warranties.

LAWS

These Terms of Sale have been made in and shall be constructed in accordance with the laws of the State of Georgia. By using the Site, you consent to the exclusive jurisdiction of the state and federal courts in Forsyth County, GA, in all disputes arising out of or relating to this agreement or the Site. For questions or comments about the Site, these Terms of Sale, or our Privacy Policy, please email info@jwofamilies.com

For additional terms of use, please read our Privacy Policy, Terms of Use, and Contract & Release Forms.

Terms of Sale (Abbreviated Version*)

Updated: November 1, 2018

*You are strongly encouraged to read the full Terms of Sale above.

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Products: photography services provided to you by us, digital images, print photographs, mounted prints, canvases, albums, and/or other products/services provided through us or the Service

Consent: by using our Services and/or by providing information (personal and/or otherwise), you agree to these Terms of Sale, Terms of Use, Contract & Release Forms, and the conditions of the Privacy Policy for this Site

TERMS APPLICABLE TO SALE OF PRODUCTS ("TERMS OF SALE")

These Terms of Sale are applicable to your purchase of any Products and may not be altered, supplemented, or amended. All sales are expressly conditioned upon your agreement to these Terms of Sale. We facilitate your purchase of Products through our relationship with our Vendors. If you purchase Products through our online store, you acknowledge that the creation of Products is performed by such Vendors and our job is to assist, facilitate, and support such order processes pursuant to these Terms of Sale and as outlined by our Terms of Use and Privacy Policy.

SALES TAX AND FEES

You are responsible for paying any and all sales tax in the county in which the Service takes place or you reside, and we may collect this tax and remit it at any time.

PAYMENT TERMS

In order to purchase Products from us or our Vendors, you are required to provide valid payment information, and your information will be protected according to the terms of our Privacy Policy.

PRODUCT DELIVERY AND SHIPPING TERMS

If you purchase Products, you are responsible for shipping costs.

PHOTO DOWNLOADS

If you purchase digital photo downloads, they will be made available through our Third Party Site upon receipt of your valid payment and according to the terms of our contract.

RETURN POLICY

We accept the return of any Product you have ordered for any reason within thirty (30) days of your receipt of the Product (some conditions apply). We do NOT provide refunds for digital downloads regardless if the images have been downloaded or not. To request a refund or replacement Product, please email info@jwpfamilies.com with your order number and request information.

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