

General Photographer Terms and Conditions

Last updated: February 14, 2014

These Terms of Use govern the use of the services offered by Boutique Photo Pros, Inc. hereinafter referred to as the "Service." Please read these Terms of Use carefully before using the Service. Your use of the Service constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Use. If you object to anything in these Terms of Use, you are not permitted to use the Service.

These Terms of Use include:

- 1) Photographer Rights
- 2) Description of the service and parties involved
- 3) Limited liability and indemnification
- 4) How Photo Shoot transactions are conducted
- 5) Billing and payment of membership dues
- 6) Your privacy
- 7) Release
- 8) Website rules
- 9) Booking and photo shoot details
- 10) No solicitation
- 11) Employment and withholding
- 12) Termination and suspension
- 13) Boutique Photo Pros, Inc. intellectual property
- 14) Copyright complaints
- 15) Disclaimer of Warranties
- 16) Remedies
- 17) No Agency
- 18) General Provisions
- 19) Changes

1. Photographer Rights

Boutique Photo Pros, Inc. does not claim ownership to any of the photos that our photographers take at any events. The rights to photos remain with the original copyright holders and any clients to which those are transferred.

2. Boutique Photo Pros, Inc. service

Boutique Photo Pros, Inc. provides multiple services: 1) A service to clients who are looking for professional and/or amateur photographers for their event who may search for, book, and pay for their photographer via the Service 2) A venue for photographers to market their services, accept and be paid for photography jobs and 3) An avenue for amateur photographers to become professionals.

Photography services requested by clients, which are to be completed by photographers, are hereinafter referred to as "Photo Shoots." Those requesting the Photo Shoots through the Service are hereinafter referred to as "Clients". Those performing the Photo Shoots are hereinafter referred to as "Photographers".

3. Boutique Photo Pros, Inc. liability

The Service is a marketing platform for connecting Clients and Photographers. Boutique Photo Pros, Inc. does not take part in the personal interaction between Clients and Photographers and does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any ratings provided by Clients, Photo Shoots provided by Photographers, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Clients. Boutique Photo Pros, Inc. does not have control over the quality, timing or legality of Photo Shoots delivered by its Photographers. Boutique Photo Pros, Inc. makes no representations about the suitability, reliability, timeliness, or accuracy of the Photo Shoots provided by Photographers.

Boutique Photo Pros, Inc. does not make any representations whatsoever as to the references of any client and in no way assumes responsibility for the accuracy, reliability or any information whatsoever as provided by clients. BPP, Inc. does not attend the event, and in no way shall be liable for any loss, injury or other claim that shall occur at the event.

You acknowledge that Boutique Photo Pros, Inc. is only willing to provide the Service if you agree to certain limitations of our liability. Therefore, you agree not to hold Boutique Photo Pros, Inc. liable for any damage, suits, claims that may arise from your use or inability to use the Service. Including but not limited to: stalking, harassment, acts of violence, destruction of personal property, any dispute with the Client. If it is determined that Boutique Photo Pros, Inc. is liable for damages, in no event will the aggregate liability exceed the total fees paid by you to Boutique Photo Pros, Inc. during the six months prior to the claim.

It is expected that every Photographer carries personal property insurance to cover loss, theft, damage, etc. to their personal photography equipment. Should any Photographer choose NOT to carry this type of insurance, Boutique Photo Pros, Inc. shall not be held liable for any loss.

You hereby agree to indemnify, defend, and hold harmless Boutique Photo Pros, Inc. from and against any and all claim, loss, expense or demand of liability, including attorneys' fees and costs incurred, in connection with your use or inability to use the Service. Boutique Photo Pros, Inc. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Boutique Photo Pros, Inc.

4. Transactions

Clients contract for photography with Photographers through Boutique Photo Pros, Inc. who facilitates these contracts by providing a contract for both parties to sign and supplying a medium for the exchange of money. Payment will be made from the Client to the Service prior to the Photo Shoot, and the Service to the Photographer within 3 days of a completed Photo Shoot. A completed Photo Shoot is defined as the delivery of the final photos to the Service. All transactions must be made through the Service. Any transaction outside of the Service is prohibited and is NOT subject to refunds or guarantees. Boutique Photo Pros, Inc. shall not be responsible for any payment to Photographers if payment is not first received from Clients.

5. Billing and Payment Policy

For applicable membership fees, Boutique Photo Pros, Inc. will charge your credit card according to the amount agreed upon between you and Boutique Photo Pros, Inc. for the use of the Service, and you hereby authorize us to charge your credit card for such amounts. Boutique Photo Pros, Inc. has no obligation to provide refunds or credits to payments already made but may grant them in extenuating circumstances, such as to correct any errors made by Boutique Photo Pros, Inc. however refunds are always at Boutique Photo Pros, Inc. sole discretion. You will be liable for all transaction taxes on the services provided.

6. Privacy and Your Information

Boutique Photo Pros, Inc. collects personal information only for purposes of being accepted to the Service. This may include but is not limited to: Your name, address, social security number, and your photographs for consideration. You may browse the Site without disclosing any personal information. However, in order for you to take full advantage of the Service, we may require that you furnish personal information.

- By using the Service, you agree to allow Boutique Photo Pros, Inc. to process and use the data obtained through usage of the Service. This processing and usage may include, but is not limited, to: providing our products and the Service, for billing, identification and authentication, and fraud prevention, to analyze website usage and improve our products and the Service, to contact you and deliver administrative notices and communications relevant to your use of our products and services, to enforce our Terms of Service, and to market the Service.
- You hereby represent and warrant to Boutique Photo Pros, Inc. that Your Information (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will

not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) will not create liability for Boutique Photo Pros, Inc. or cause Boutique Photo Pros, Inc. to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

- You hereby grant Boutique Photo Pros, Inc. a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in Your Information, in any media now known or not currently known in order to perform and improve upon the Service.

7. Release

The Service will use due diligence to resolve any dispute between the Client and Photographer arising from a Photo Shoot and will first refer to the contracts existing between the Service, Client, and Photographer. In the event that you have a dispute with one or more Clients which is not adequately resolved using existing contracts, you release Boutique Photo Pros, Inc. from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Boutique Photo Pros, Inc. expressly disclaims any liability that may arise between Photographers and Clients of the Service.

8. Website

Links (such as hyperlinks) from the Service to other sites do not constitute the endorsement by Boutique Photo Pros, Inc. of those sites or their content. Such links are provided as an information service, for reference and convenience only. Access such third-party websites at your own risk. You hereby agree to hold Boutique Photo Pros, Inc. harmless from any liability that may result from the use of links that may appear on the Service.

The Service's website may contain profiles, email systems, blogs, message boards, applications, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities. You may only use such community areas to send and receive messages and material that are relevant and proper to the applicable forum. Without limitation, you may not:

- Use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Service in any manner.
- Hack or interfere with the Service, its servers or any connected networks.
- Adapt, alter, license, sublicense or translate the Service for your own personal or commercial use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Boutique Photo Pros, Inc.

9. Photo Shoots

When a Photographer is requested via the Service, the Photographer will be immediately notified to confirm availability. Once confirmed, a contract provided by Boutique Photo Pros, Inc. will be signed between Photographer and Client and returned to Boutique Photo Pros, Inc.

Initial Client meetings and Photo Shoots booked through the Service will be conducted in a professional manner. Dress must be professional including button down shirts and dark pants (no jeans or short sleeves). You may be asked to work with another photographer. If so one will be designated "Lead Photographer" and the other the "Second Photographer". Boutique Photo Pros, Inc. does not take part in the interaction between the Photographers however it is expected that the Lead Photographer makes the key decisions for the Photo Shoot and is the primary contact with the Client. Lead photographers will mentor the second photographer and teach them how to be successful shooting weddings. This teaching will be done without hindering the event in any way, and without risking missing any of the event's important moments. After the photo shoot, it is expected that the lead photographer will take time to discuss with the second photographer any specifics about the performance and skills of the second photographer and advice for how they can improve their skills.

Photo Shoot locations will be agreed upon by the Client and both Photographers and will be conducted at a place deemed acceptable to all involved parties. During a Photo Shoot you may not imply or state that any statements you make are endorsed by Boutique Photo Pros, Inc. without the prior written consent.

10. No Solicitation

Without limitation, the Service may not be used to solicit for any other business, website or service. You may not solicit, advertise for, or contact in any form Clients for employment, contracting, or any other purpose not related to the Service facilitated through Boutique Photo Pros, Inc.

11. Employment and Withholding

The Service is not an employment service and does not serve as an employer of any Photographer. As such, Boutique Photo Pros, Inc. will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, social security or payroll withholding tax in connection with your use of our services. You understand and agree that if Boutique Photo Pros, Inc. is found to be liable for any tax or withholding tax in connection with your use of our services, then you will immediately reimburse and pay to Boutique Photo Pros, Inc. an equivalent amount, including any interest or penalties thereon. Photographers will be paid as independent contractors on a form 1099.

12. Termination and Suspension

Boutique Photo Pros, Inc. may terminate or suspend your right to use the Service at any time for any or no reason by providing you with written or email notice of such termination, and termination will be effective immediately upon delivery of such notice. If you are terminated from the Service your monthly membership fees will be stopped within the next billing cycle. If Boutique Photo Pros, Inc. terminates or suspends your right to use the Service for any of these reasons, you will not be entitled to any refund of unused balance in your account. In addition to terminating or suspending your account, Boutique Photo Pros, Inc. reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress and shall be entitled to seek any and all attorney's fees and court costs incurred pursuant to enforcing the terms of this agreement. Even after your right to use the Service is terminated or suspended, this Agreement will remain enforceable against you. You may terminate this agreement at any time by providing written notice to the Service.

13. Boutique Photo Pros, Inc.'s Intellectual Property

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that Clients see or read through the Service is owned by Boutique Photo Pros, Inc., excluding Photographer generated content that Boutique Photo Pros, Inc. has the right to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Boutique Photo Pros, Inc. owns all proprietary material, as well as the coordination, selection, arrangement and enhancement of such proprietary materials as a collective work under the United States Copyright Act, as amended. The proprietary material is protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Clients may not copy, download, use, redesign, reconfigure, or retransmit anything from the Service without Boutique Photo Pros, Inc.'s express prior written consent and, if applicable, the holder of the rights to the Photographer generated content. Any use of such proprietary material, other than as permitted therein, is expressly prohibited without the prior permission of Boutique Photo Pros, Inc. and, if applicable, the holder of the rights to the Photographer generated content. The service marks and trademarks of Boutique Photo Pros, Inc. may not copied or used without the express prior written consent of the owner.

14. Copyright Complaints

Boutique Photo Pros, Inc. respects the intellectual property of others, and expects Clients and Photographers to do the same. If you believe, in good faith, that any materials provided on or in connection with the Service infringe upon your copyright or other intellectual property right, please send the following information to Boutique Photo Pros, Inc. via the email link on the website. All requests will be investigated.

1. A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Service where the material you claim is infringed is located. Include enough information to allow BOUTIQUE PHOTO PROS, INC. to locate the material, and explain why you think an infringement has taken place;
2. A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
3. Your address, telephone number, and e-mail address;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

15. Disclaimer of Warranties

USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK.

This service is provided on an "as is" basis without warranty of any kind, either express or implied. Boutique Photo Pros, Inc. cannot provide any warranty with respect to:

- Client and Photographer safety. Boutique Photo Pros, Inc. cannot accept any liability or responsibility for any damage or injury resulting from use of this service. As with your use of any service, use your best judgment and exercise caution where appropriate.
- Unauthorized access to your personal information.
- The results that may be obtained from the use of the Service
- The conduct of any Photographer or Client of the Service
- The website being free from viruses, worms, Trojan horses, or other harmful components.
- Boutique Photo Pros, Inc. does not warrant any goods or services provided by Photographers to Clients., nor does it guarantee any Photographer's professional accreditation, license, or insurance standing

16. Remedies

In the event of a dispute pursuant to the terms of the agreement, Photographers sole and exclusive remedy shall be payment of any sums previously due and owing under the terms of the agreement. Photographer will be responsible for any attorney's fees related to claims against Boutique Photo Pros, Inc.

17. No Agency

No independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this agreement.

18. General Provisions

Failure by Boutique Photo Pros, Inc. to enforce any provision(s) of this agreement will not be construed as a waiver of any provision or right. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. This agreement will inure to the benefit of Boutique Photo Pros, Inc. its successors and assigns.

19. Changes to this Agreement and the Service

Boutique Photo Pros, Inc. reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this agreement and review, improve, modify or discontinue, temporarily or permanently, the Service or any content or information through the Service at any time, effective with or without prior notice and without any liability to Boutique Photo Pros, Inc. Boutique Photo Pros, Inc. will endeavor to notify you of these changes by email, but will not be liable for any failure

to do so. If any future changes to this agreement are unacceptable to you or cause you to no longer be in compliance with this agreement, you must terminate, and immediately stop using, the Service. Your continued use of the Service following any revision to this agreement constitutes your complete and irrevocable acceptance of any and all such changes.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE AND AGREE THAT MY USE OF THE SERVICE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.