

Terms of Service

1. You and Elysian Studios; hereafter stated as Contractor

1.1. Your Agreement with Contractor

1.1.1 Your use of the Contractors Products and Services (as defined in section 2 Contractors Products and Services) is governed by a legal agreement between you and the Contractor. This document describes that agreement and defines some of its terms.

1.1.2 The agreement between you and Contractor contains terms that are set forth herein and are always included. These are referred to as “Basic Terms”.

1.1.3 In addition, there may be other terms that are based on your specific relationship with Contractor and are defined within that specific relationship. These are referred to as “Specific Use Terms”.

1.1.4 Taken together, the “Basic Terms” and “Specific Use Terms” are referred to as the “Terms of Use” or “Terms”.

1.1.5 In case of a conflict between “Basic Terms” and “Specific Use Terms”, the “Specific Use Terms” will apply.

1.2. Acceptance of Terms of Use

1.2.1 In order to use the Contractors Products and Services, you must accept these Terms of Use. If you are unwilling to do so, you must exit this site now. Failure to do so will constitute acceptance of these Terms.

1.2.2 Use of the Contractors Products and Services including, but not limited to, accessing the Contractors website, constitutes acceptance of this agreement.

1.3. Language of the Terms of Use

1.3.1. The language of this agreement is English.

1.3.2. Any requests, inquiries, communications or complaints filed in connection with this document must be done in English.

1.3.3. It is your responsibility to provide any and all translations needed in connection with your understanding of this document. The Contractor bears no responsibility for the accuracy of any such translation.

2. The Contractors Products and Services

2.1.1. The Contractor owns and operates its website in order to provide products and services to its customers to support their business with their customers. The Contractor’s customers are primarily studios and photographers that shoot events. These products and services are herein referred to as Products and Services.

2.1.2. The Contractor will, at its sole discretion, decide which Products and Services will be offered, how they will be delivered and what their specific features will be.

2.1.3. The Contractors products and services, including any software delivered or used in conjunction therewith, may change from time to time without notice. This includes:

2.1.3.1. The removal or modification of previously offered products and services, and/or their features

2.1.3.2. The addition of new features to previously offered products and services

2.1.3.3. The addition of new products and services

2.1.4. Certain Products and Services are quantity based that currently require minimums and/or set maximums for those quantities. These include, but are not limited to, the minimum number of images for image selection services, the minimum number of images for proof print orders, and minimum products and service orders required to receive certainly defined discounts. The Contractor reserves the right to change these minimums and/or maximums at any time.

2.1.5. Products and Services may not be reproduced in any form without express written consent from the Contractor and/or the product and/or service owner.

2.1.6. You agree to pay for the Contractors Products and Services. Payment will include a reasonable charge for preparing the packing for shipping and for shipping. The Contractor will collect and remit sales tax, as appropriate.

2.1.7. Products and Services will become your risk when the Contractor passes them to the shipping carrier. The Contractor will, where possible, provide you with a tracking number for your shipment.

3. Obligations of the customer

3.1. You provide us with the images to be edited. The files will be edited by us based on the chosen service and delivered to you in the specified file format.

3.2. You assure that you have all rights to the files, and no third-party rights, in particular, but not exclusively, copyright and personal rights have been violated by transferring the images to us. You ensure that you have the necessary consent for the processing of personal data of the people shown on the photos, that you are authorized to pass on these images for further editing and that you have provided the people pictured on the images with the necessary data protection information.

4. Your Use of the Contractors Products and Services

4.1. Your Information

4.1.1. You have an unlimited, non-exclusive, non-assignable, non-transferable right to use the Contractors Products and Services in accordance with specific product or service specification(s) and these Terms, including protection of the Contractor and other ownership rights. You agree that your use of the website is legal and allowed by these Terms.

4.1.2. In conjunction with your use of the Contractors Products and Services, you will provide the Contractor with certain information. You understand that the Contractor requests this information to facilitate your order and that the accuracy of the information

that you provide is important. You attest to the accuracy of the information that you provide to us.

4.2. Your Access to the Contractors Products and Services

4.2.1. You may not copy, modify, decode or reverse engineer our Products and Services, including our website.

4.3. Proprietary Information

4.3.1. You recognize that some of the information you access is proprietary to the Contractor and that you will treat it as such, including maintaining confidentiality where so indicated.

4.3.2. Nothing in your use of the Contractors Products and Services transfers or otherwise modifies the ownership of or rights to any content that you post, access and/or allow others to post and/or access on the Contractors web site.

4.4. Studio Conduct

4.4.1. The Contractor reserves the right to refuse orders and to terminate accounts of customers involved in any of the following activities:

4.4.1.1. Ordering products or services for images which you do not have the legal rights to.

4.4.1.2. Providing false or misleading information or providing the information you do not have the right to disclose.

4.4.1.3. Transmitting any images or materials which are unlawful, harmful, threatening, harassing, defamatory, obscene, vulgar, invasive of another's privacy, or otherwise objectionable.

4.4.1.4. Transmitting materials containing software viruses or malicious programs designed to interrupt, destroy or limit the functionality of any computer system.

4.4.1.5. Attacking or interfering with (or attempting to do so) the Contractors website, servers, networks or equipment connected to this site. Including disobeying required procedures and policies of networks connected to the Contractors website.

5. Other Basic Terms

5.1. Termination

5.1.1 You may terminate your relationship with the Contractor at any time by notifying the Contractor in writing of your desire to do so. Such notification should be sent to the address set forth at the beginning of this agreement.

5.1.2. The Contractor may terminate this agreement at any time if:

5.1.2.1. You have breached its terms, or have indicated that you no longer intend to comply with them

5.1.2.2. The Contractor is, for whatever reason, unable to deliver its products and services to you

5.1.2.3. The Contractor determines that delivering its products and services to you is no longer in its best interest.

5.2. Exclusion of warranty

5.2.1. Nothing in these terms shall exclude or limit the contractor's warranty or liability for losses that applicable law does not allow to be excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations that are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

5.2.2. You expressly understand and agree that your use of the contractor's products and services, including the website, is at your sole risk and that the contractor's products and services are provided "as is" and "as available."

5.2.3. The contractor does not represent or warrant to you that:

5.2.3.1. Your use of the products and services will be uninterrupted, efficient, secure or free from error,

5.2.3.2. The contractor's products and services will meet your requirements,

5.2.3.3. That defects in any software provided as part of the products and services will be corrected, and

5.2.3.4. Any information obtained by you as a result of your use of the products and services will be accurate or reliable.

5.2.4. Any items, including content, downloaded or otherwise obtained through the use of the Contractors products and services is done at your own risk. You will be solely responsible for any damage to your computer system or other device or any loss of data that results from the download of any such items.

5.2.5. No warranty that is not expressly stated in these terms shall result from any advice or information, whether oral or written, obtained by you from Contractor or from the contractors' products and services. The contractor further expressly disclaims all warranties and conditions of any kind, whether expressed or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

5.3. Limitation of liability

5.3.1. Subject to overall provision in paragraph 4.3.1 above, you understand and agree that the Contractor shall not be liable to you for:

5.3.1.1. Any damages that may be incurred by you, however, caused. This shall include, but not be limited to, any loss of profit, any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other tangible or intangible loss;

5.3.1.2. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:

5.3.1.2.1. Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Contractors website;

5.3.1.2.2. Any changes which the Contractor may make to its products and services, or for any cessation in the provision of products and services (or any features within the products and services);

5.3.1.2.3. The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Contractors products and services;

5.3.1.2.4. Your failure, intentional or otherwise, to provide the Contractor with accurate account information;

5.3.1.2.5. Your failure, intentional or otherwise, to keep your password or account details secure and confidential;

5.3.2. The limitations on the Contractors liability to you in paragraph 4.3.1 above shall apply whether or not Contractor has been advised of or should have been aware of the possibility of any such losses arising.

5.4. Copyright, Other Infringements & Other Notifications

5.4.1. The Contractor will respond to reports of copyright and other infringements. Please send an email to the email address on their website.

5.4.2. The Contractor will also review for appropriateness any content for which such a request is submitted. The Contractor reserves the right to allow, not allow or modify the display of any content for any reason. Requests for content review should be sent to the email address listed on their website.

5.5. Information on Linked Sites

5.5.1. The Contractor provides you with information on its various business partners and others that may offer products and services that are of interest to you. This information may include links to other websites.

5.5.2. You understand that the Contractor has no control over the information offered by its partners, whether directly through the Contractors website or through links provided on the Contractors web site.

5.5.3. You agree that the Contractor has no responsibility for your use of any products or services for which information was obtained either directly from or via a link provided on the Contractors web site.

5.6. Other Terms

5.6.1. You understand that any products or services you use that are provided by a third party are subject to an agreement between you and that third party. The terms of this

agreement are not affected by, nor do not affect, your agreement for the use of third-party products or services.

5.6.2. Excluding any products or services that the Contractor may provide to you under a separate agreement, you understand that these Terms of Use constitute the entire agreement between you and the Contractor.

5.6.3. If any of the provisions of this agreement are determined to be invalid by any court of law, then that provision will be removed from the agreement and the rest of the agreement will remain in force.

5.6.4. The laws of the State of Ohio shall govern this agreement and your relationship with the Contractor. To resolve any legal matter arising out of this agreement, you agree and the Contractor agrees to submit to the exclusive jurisdiction of the courts in Cuyahoga County, Ohio.

6. We're Not Happy Until You Are Happy

6.1. Quality Products and Services Guaranteed

6.1.1. The Contractor understands that the quality of our Products and Services is important to you. The Contractor guarantees that the quality of our Products and Services will be comparable to the quality of products and services available from commercial enterprises that provide the same products and services as the Contractor.

6.1.2. The Contractor will make reasonable effort to ensure that you are satisfied with the quality of the Contractors Products and Services that you use.

6.1.3. In order to ensure your satisfaction with the quality of our Products and Services, the Contractor will, at its sole discretion and to the best of its ability, provide again the Contractors product or service with which you are not satisfied, or provide you with a refund of all or part of the amount you paid for that product or service.

6.1.4. To report problems with the quality of our Products and Services, please send an email to the email address listed on their website or a written notice to the Contractor at the address set forth at the beginning of this agreement. You may also call the Contractor at using the number on their website. Please include your name and the order number.

6.2. Products Damaged by Shipping and Handling

6.2.1. You understand that the delivery of the Contractors Products and Services requires a process of packaging by the Contractor and shipment to you via a third-party carrier. This process is referred to as "shipping and handling".

6.2.2. The Contractor makes a reasonable effort to ensure that our Products and Services are delivered to you undamaged. The Contractor also understands that, despite its best efforts, the shipment and handling process can deliver our Products and Services damaged, in whole or in part.

6.2.3. The Contractor will replace our Products and Services that are damaged during shipping and handling, at no charge to you, in accordance with the following procedures:

6.2.3.1. Where possible, refuse to accept delivery of items that are obviously damaged. Ask the shipper to return the item to the Contractor.

6.2.3.2. Contact our customer service upon receipt of the damaged delivery. To contact the Contractors Customer Service and report problems with our Products and Services damaged during shipping and handling, please send an email to the email address listed on their website or a written notice to the Contractor at the address set forth at the beginning of this agreement. You may also call the Contractor using the number on their website. Please include your name and the order number. This will make it easier for the Contractor to resend your items.

7. Billings and Payments

7.1. The Contractors Billings and Payments Are Done Electronically

7.1.1. The Contractor wants to make the billing and payment process as straightforward as possible for all parties. To that end, the Contractor has developed and implemented billing and payment processes that leverage existing secure electronic payment systems.

7.2. Billings to You from the Contractor

7.2.1. Any time you owe the Contractor for products and services that you purchase, you will be asked to present a valid credit or debit card for payment through our PayPal account. Orders for our products and services will not be processed without a valid credit or debit card.

7.2.2. The Contractor allows you make payments through PayPal either through an established account or signing in as a guest. The Contractors goal is to ensure all transactions are processed in a secure fashion. Nonetheless, the validity of the card is verified each time you purchase our products and/or services.

7.3. Refunds and Other Payments from the Contractor

7.3.1. The Contractor makes every effort to process refunds using the same payment system that was used for the original transaction. In most cases, this will be the credit or charge card that was used for the transaction.

7.3.2. The Contractor reserves the right to use alternative payment systems to process refunds and other payments when the Contractor, at its sole discretion, determines such alternate method to be more appropriate.

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