

IMPORTANT INFORMATION –

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE!

Please read these Terms of Use (“Terms”) carefully. The following is a legal agreement between you (“user”) and SABINE EDRISSI PHOTOGRAPHY (defined below), which governs your use of Products (defined below) obtained by purchase through this website at www.sabineedrissiphotography.com or any related domains or sub-domains (the “Site”). In these Terms, use of the words “you”, and “your” refer to each individual user who may interact with this site, and “we”, “us” and “our” refer to SABINE EDRISSI PHOTOGRAPHY.

“Products” referred to by these Terms include but are not limited to: contract forms, templates, communications, workshops, and any other documents provided for paid purchase or for which you supply personal information in exchange, including free downloaded material or other information available through the Site, obtained from SABINE EDRISSI PHOTOGRAPHY. All such Products are the intellectual property of and are owned by SABINE EDRISSI PHOTOGRAPHY.

By purchasing any Product, you agree to be bound by these Terms, without any other conditions or declarations. If at any time you do not agree with these Terms or find them otherwise unacceptable, please discontinue use of SABINE EDRISSI PHOTOGRAPHY products immediately.

Understand that by using the Site, any Products, services or applications for which you tender payment or otherwise obtain through the Site, you warrant that you are at least 18 years of age and are otherwise legally able to enter into a valid contract.

WHAT WE DO

SABINE EDRISSI PHOTOGRAPHY is a resource through which you may obtain
CONTEMPORARY/GLAMOUR PORTRAITS AND/OR PERSONAL BRANDING PORTRAITS.

SABINE EDRISSI PHOTOGRAPHY permits you to control management of your personal information and invites you to read the complete statement of its current Privacy Policy available here which is incorporated herein by reference.

SABINE EDRISSI PHOTOGRAPHY will only collect and otherwise access information you voluntarily provide via email or through other direct contact initiated by you. SABINE EDRISSI PHOTOGRAPHY will not sell or otherwise distribute this information any other individual or entity, except its duly authorized agents, contractors, and other third parties that assist it in its business operations. SABINE EDRISSI PHOTOGRAPHY is the sole manager of such information collected on the Site. SABINE EDRISSI PHOTOGRAPHY will use such information to respond to you as necessary. You grant SABINE EDRISSI PHOTOGRAPHY a worldwide, royalty-free, nonexclusive license to use, distribute, reproduce, modify, publish and translate this personal information solely as necessary to fulfill your request(s) or to enable your use of a particular Product or service, such as for shipping of Products.

INTELLECTUAL PROPERTY LICENSE

SABINE EDRISSI PHOTOGRAPHY owns all intellectual property rights in (a) all text, logo, images, headers, trademarks, service marks, design elements, and all other protected elements on the Site (except those licensed from others); (b) any Products and portions therefore; (c) all things otherwise provided to you as a part of SABINE EDRISSI PHOTOGRAPHY services, and; (d) any other intellectual property rights afforded to SABINE EDRISSI PHOTOGRAPHY, either through state or federal registration or as otherwise available at common law ("Intellectual Property"). Except as stated below, YOUR BUSINESS NAME does not grant you any rights to any Intellectual Property contained within the Products or as may be available to you generally through the Site.

You agree not to make unauthorized use of or otherwise infringe upon SABINE EDRISSI PHOTOGRAPHY Intellectual Property in anyway, and understand that it is your responsibility to ensure you refrain from doing so. SABINE EDRISSI PHOTOGRAPHY will take whatever legal action is necessary to protect its Intellectual Property in the event of such infringement and asks that you carefully

manage your use of the Products, and any other downloaded materials or services to ensure compliance with these Terms.

So long as you comply with this Terms of Use, SABINE EDRISSI PHOTOGRPAHY grants you a non-exclusive, non-transferable license to download, view, copy and print the PRODUCTS/SERVICES you purchase solely for your personal use with respect to your photography clients or similar business use, and which is not to include any reproduction, copying, or any other use of the Products or free downloadable material for resale or distribution ("Permitted Use"), provided that you:

(1) abide by all copyright protections afforded to the Products, both as formally registered with the Candian Copyright Office and as otherwise provided by law;

(2) abide by all trademark protections afforded to the Products, both as formally registered with the Canadian Patent and Trademark Office, a state trademark authority, or as otherwise provided by common law;

(3) do not use the Products or otherwise offer them on any other website, through a networked computer environment, or otherwise offer them for distribution or sale or in any manner inconsistent with Permitted Use as provided by these Terms; and

(4) do not modify the Products in any way beyond edits and completions necessary to complete template forms and other Products consistent with Permitted Use provided by these Terms. Such permission to modify Products consistent with Permitted Use in no way expands the limited license provided herein, nor does grant you intellectual property ownership in, or provide a general right to modification of, the Products.

Please remember that it is your responsibility to download the Product immediately and securely back up all purchases. SABINE EDRISSI PHOTOGRAPHY is not liable for any loss or damage to Products that occur after download or any customer's inadvertent or mistaken download of a Product or free download such customer did not intend to purchase or download, and SABINE EDRISSI PHOTOGRAPHY will not reimburse you for such downloads.

CONTACT

By using the Site and entering personal information, you give SABINE EDRISSI PHOTOGRAPHY permission to contact you via email, telephone, and by any other method for which you include contact information to provide you with information regarding specials, new Products and services or changes to the terms of the privacy policy. Should you prefer not to be contacted by e-mail, please let SABINE EDRISSI PHOTOGRAPHY know by emailing us at sabineedrissiphotography@shaw.ca and we will kindly refrain from doing so.

RETURN/REFUND POLICY

You acknowledge that all Products and materials are non-refundable and not returnable, under any circumstances. All sales are final.

NO WARRANTIES

PRODUCTS ARE PROVIDED "AS IS". YOUR BUSINESS NAME OFFERS NO WARRANTY, EXPLICIT OR IMPLIED, REGARDING ANY FORMS OR TEMPLATES, THE ACCURACY OF ANY INFORMATION, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OBTAINING MATERIALS AVAILABLE THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. YOUR BUSINESS NAME MAKES NO WARRANTY THAT THE SITE, PRODUCTS OR MATERIALS WILL BE ACURRATE AND RELIABLE IN ALL INSTANCES.

LIMITATION OF LIABILITY AND INDEMNIFICATION

EXCEPT AS PROHIBITED BY LAW, YOUR BUSINESS NAME SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE, MATERIALS OR PRODUCTS,

INCLUDING ATTORNEY'S FEES AND RELATED EXPENSES OF LITIGATION AND ARBITRATION. EXCEPT AS PROHIBITED AS LAW, TO THE EXTENT THERE IS LIABILITY FOUND AS TO YOUR BUSINESS NAME, SUCH RECOVERY IS LIMITED TO THE AMOUNT YOU PAID FOR MATERIALS, PRODUCTS AND SERVICES.

GOVERNING LAW; VENUE

These Terms shall be construed in accordance with, and governed in all respects by, the laws of the Province of British Columbia, Canada. Any dispute between the parties concerning this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts for Surrey, B.C., Canada. SABINE EDRISSI PHOTOGRAPHY reserves the right to change or modify these Terms at any time without notice to you. It is your responsibility to review these Terms prior to use and periodically throughout your use of SABINE EDRISSI PHOTOGRAPHY Products, Materials and services.

Any questions regarding the above Terms may be directed to:

sabineedrissiphotography@shaw.ca

1525 King George Blvd. Surrey, B.C. V4A9R3 Canada

All rights reserved © Copyright 2019.

Sabine Edrissi Photography