

## General terms of Agreement

These are General terms of Agreement that apply to all clients. If agreed otherwise in written, those agreements override this agreement's specific part related to that issue, but not overall agreement. **By paying the invoice you automatically agree to these terms.** Please read carefully before making any payments. If you have questions please do not hesitate to contact us via [sales@isa-aydin.com](mailto:sales@isa-aydin.com).

### Main Terms (Section 1.1)

- The final deliverables will be made available to the client via a Dropbox link, accessible through our website. The Dropbox link will remain active for a period of 30 days, after which time the images may be permanently deleted. It is the client's responsibility to ensure the preservation of all downloaded photos and videos through proper backup procedures.
- The photographer bears no responsibility for any damages incurred to the product during the photoshoot or subsequent shipping.
- In the event that the client desires the return of the products, such request must be made during the checkout process. Failure to retrieve such products within 3 days following the order's completion will result in their donation or disposal, as detailed in the "Return of Products" section below.
- Complimentary shipping is exclusively offered for select packages and is limited to transportation of products to the studio.

### RETURN OF PRODUCTS (Section 1.2)

Should you require the return of your products, kindly enclose a return shipping label with the items being sent. It is the client's responsibility to arrange for pickup through their designated courier service, or to retrieve the item(s) directly from the studio.

A \$50 handling fee will be added to the cost of shipping in the event that our assistance is requested in the transportation of your products or their delivery to a post office.

Prior to scheduling the courier pickup or personal pick-up, the client is advised to contact our representative to ensure availability of personnel at the studio. A 2-hour window for pickup will be provided to the client.

### Discount Coupons (Section 1.3)

- Not valid with any other offer and/or cannot be combined with any current promotion or discount, including use of multiple coupons
- Coupons are only redeemable for one visit or one-time use, and cannot be redeemed for cash. i.e they have no cash value
- Non-transferable, and may not be sold or re-sold online
- Every coupon has a predefined minimum and maximum spent limit.
- We are not responsible for loss or theft

- All coupons expire

## **Usage Rights (Section 2.1)**

We provide **Exclusive Usage Rights for eCommerce** purposes with **no time limitation for all our product and architectural photography services**. This means images **can be used online**, worldwide, and without limitations.

If you want to expand these usage rights to include print advertising, you can purchase it separately for a small fee by contacting us at [me@isa-aydin.com](mailto:me@isa-aydin.com) or (866) 528-8899.

There is no need to purchase extended “print usage rights” if you plan to print images in the company’s internal catalog, flyers, and other media with a reach of up to 2000 people.

You need Print Usage Rights for the following media:

1. Magazines (Print and Digital)
2. Newspapers
3. Brochures with a reach of more than 2000 people
4. Flyers with a reach of more than 2000 people
5. Posters with a reach of more than 2000 people
6. Direct mailers
7. Billboards (Print and Digital)
8. Banners (Print and Digital)
9. Catalogs with a reach of more than 2000 people
10. In-store signage and banners (Print and Digital)
11. Shelf-talkers (promotional labels attached to store shelves)
12. Window graphics and decals
13. Product packaging and labels
14. In-store magazines and catalogues
15. Point-of-purchase (POP) displays, such as countertop displays and floor stands
16. Brochures and pamphlets placed near relevant products or at checkout
17. Loyalty program flyers and coupons

Our **headshot and portrait photography services** come with **Exclusive Indefinite Usage rights**, which allow you to use the images we provide for both **online and print advertising purposes**.

## **Authorship and Photographer's Portfolio (Section 2.2)**

Isa Aydin Photography, LLC and its photographer, Isa Aydin, retain authorship of all created Artwork and retain the right to showcase said content as part of the photographer’s portfolio on the photographer’s website, all social media accounts, exhibitions, and articles published on third-party websites related to the photographer for promotional and advertising purposes.

### **Refund/Cancellation policy (Section 3.1)**

We hope that you are satisfied with our services. However, if for any reason you are not completely happy with our services, **you may request a refund**. Please see below for further information on our refund policy.

#### **BEFORE ORDERING**

To maximize your satisfaction, please consider and make your selections of offered services carefully before placing your order. Feel free to contact us at [sales@isa-aydin.com](mailto:sales@isa-aydin.com) or call (866) 528-8899 at any time to discuss questions or concerns.

Clear expectations are the name of the game. Tell us what you need in terms of quality and final product, and we will do our best to meet all of your expectations.

#### **REFUNDS**

To receive a refund, you must provide a clear explanation of your dissatisfaction and allow us a chance to fix the issue within a reasonable time. We will do our best to address any concerns in terms of the quality of our service. If we are unable to fix your problem, a refund will be issued for the value of the images/videos in question.

#### **TERMS**

By accepting this agreement, you are agreeing to our Satisfaction Guarantee/Refund Policy. To be eligible for the Satisfaction Guarantee, the following terms must be met:

1. Customers **MUST** provide a detailed brief before placing the order and **MUST** be physically present or joined via video call during the shoot. Customers can request a template for the brief from the photographer. Additionally, customers are encouraged to discuss the briefs with the photographer before the shoot by requesting a video call. Instructions for the brief are in section 6.1.
2. All claims must be submitted within 48 hours of the delivery
3. Any cancellation of orders made with less than 5 business days' notice prior to the scheduled service date is non-refundable or will result in full payment by the client.
4. In the event that the client cancels, changes the creative scope, or seeks to postpone the project—even before the shoot has started—any work already commenced, including planning, sourcing props, coordinating with models, third-party contacts, and meetings, will incur a cancellation fee. The fee shall be the greater of \$1,000 or \$250 per hour for the work already performed, and this amount will be deducted from any applicable refund.
5. If the cancellation is initiated by ISA AYDIN PHOTOGRAPHY, LLC, all payments paid to ISA AYDIN PHOTOGRAPHY, LLC from the client shall be fully refunded, **INCLUDING** the deposit fee. Refund shall be paid out within thirty (30) calendar days from the cancellation date.

**Please note that the following reasons will not be accepted as a reason to receive a refund:**

- Delayed delivery
- "I just don't like it" or "I am not satisfied" (without providing a sensible reason)

- Showing other photographers' work as a sample of quality (every photographer is different and has a unique taste, vision, skills, and equipment)

### **NON-REFUNDABLE**

Fees for the following services cannot be refunded and will be deducted from the total price of the refund:

- All session-based shoots
- Shipping Label Fees
- Any order-related purchases
- Any third-party vendor fees, including but not limited to models, stylists, hired assistants, rentals
- Transaction Fees (Subject to Stripe Policy: <https://support.stripe.com/questions/understanding-fees-for-refunded-payments>)

Additionally, fees for the following services are also non-refundable:

- Website Development Services
- Consulting Services
- Search Engine Optimization (SEO) Services
- Design Services
- Editing Services

### **QUESTIONS**

If you have any questions concerning our return policy, please contact us anytime at [sales@isa-aydin.com](mailto:sales@isa-aydin.com).

### **Warranty (Section 3.2)**

ISA AYDIN PHOTOGRAPHY, LLC shall provide its services and meet its obligations under this contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet acceptable industry standards and will provide the quality similar to another projects showcased in the related portfolio section of ISA AYDIN PHOTOGRAPHY, LLC's official website – [www.isa-aydin.com](http://www.isa-aydin.com).

### **Responsibilities & Additional Terms (Section 3.3)**

1. The client should provide detailed instructions for every photo. This includes angles, exposure, editing tips, color, and composition. Any image will be revised free-of-charge indefinitely if the client's agreed instructions are not properly met. The client **should pay for editing revisions and shooting re-takes that were not instructed initially.**
2. ISA AYDIN PHOTOGRAPHY, LLC reserves the right to change its fees for services and cancel or change coupons and sales campaigns at any time without notice unless agreed in a written agreement. THIS DOES NOT AFFECT ALREADY PLACED ORDERS.
3. We offer a broad selection of photoshoot props that can be viewed at <https://www.isa-aydin.com/props/>. If a client needs additional props not found in our collection, they have the flexibility to send them to our studio or we can

purchase them instead. In situations where we handle the purchasing, we'll send the client a reimbursement bill for the props, including a \$100 service fee for each shopping trip to cover our related expenses.

4. Steaming/ironing of apparel is limited to 20 items. Every additional piece will be separately billed at \$5 per item. We are not responsible for any damage during the steaming/ironing process. Steaming of dresses and high-end pieces is not provided.
5. We reserve the right to refuse service to anyone.

### **Late Payment and Collection Fees (Section 3.4)**

Pursuant to the terms of the Agreement between the Parties, should the Client fail to make timely payment of any sums due, we reserve the right to pursue all available legal remedies in order to collect the outstanding debt. If the Client's payment method expires and the Client does not update their payment information or cancel their account, the Client hereby authorizes us to continue billing, and the Client will remain responsible for any uncollected amounts. We reserve the right to retry billing all payment method(s) on file after any failed billing attempt. The Client agrees and acknowledges that they shall be responsible for all associated costs incurred as a result of this process, including, but not limited to, legal fees, court costs, bank overdraft fees, collection agency fees, and any other costs related to collection efforts. The Client acknowledges and agrees that this responsibility extends to all fees and costs directly or indirectly associated with the collection of the debt, including, without limitation, reasonable attorneys' fees, and arbitration or court costs, whether the collection process involves litigation or not.

### **Force majeure (Section 4.1)**

If performance of any given photoshoot/videoshoot or any obligation related is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, government regulations, FAA rules, licensing and permission refusal or supplier failures, loss of electrical power. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

### **Governing law (Section 4.2)**

The laws of the State of New Jersey shall govern this agreement.

The client agrees to the terms on [isa-aydin.com](http://isa-aydin.com) website by placing the order or paying the invoice.

## **Communication (Section 5.1)**

We reserve the right to contact you if you have solicited a quote, made a purchase, contacted our studio, or engaged with us through any means of communication. Such communication may encompass email, postal mail, phone, WhatsApp, SMS, or social media messaging. We may use these channels to relay information pertaining to your order, image delivery, and/or future promotional offerings (including newsletters). Please refer to our Privacy Policy for further details regarding our handling of your personal information.

## **Updates (Section 5.2)**

Terms have been uploaded on October 4, 2018.

Update to section 1.1 ( Sep 30, 2019)

- Our standard editing turnaround time is 10 business days from the day photoshoot was completed. Add \$15/image for expedited editing up to 3 business days. Editing can be delayed if extra revisions are requested by the client.

Update to section 1.1 ( Jan 12, 2020)

- Proper formatting.

Update to section 1.2 ( Jan 12, 2020)

- Changes to terms of coupons. Gift certificates are no more provided.

Update to section 3.3 ( Sep 7, 2020)

- Simplified formatting of Return of Products

Added section 1.3 (Nov 18th, 2020)

- Cash Back Reward Program Terms and Conditions were added

Section 2.1 (Usage Rights and Licensing Fee) was updated. (Nov 1, 2021)

- Usage Rights and licensing fees are explained. Note: all orders placed before Nov 1st, 2021 are granted indefinite usage rights.

Section 3.1 (Money-Back Guarantee/Refund and Cancellation policy)

- Money-Back Guarantee/Refund Policy was combined with General Agreement and added to Section to 3.1)
- Date Updated Jan 5th, 2022

Updated Section 2.1 (Usage Rights) Mar 15, 2023

Added Section 2.2 (Authorship and photographer's portfolio) Mar 15, 2023

## **Vocabulary & Explanations (Section 6.1)**

Briefs are the main guidelines and MOU (Memorandum of Understanding) between the customer and the photographer.

In other words, a photography brief is a summary of agreements and requirements between the client and the photographer. This piece of document is what will ensure the success and effectiveness of the shoot or project.

The photographic brief must indicate the following information:

1. Specify angles for every image or scene in the video
2. Specify lighting requirements (inc. shadows, highlights, and type of lighting preferred)
3. Specify color requirements (Some products may appear different during the shoot. Especially glossy, transparent, or items with a special coating. So, if you have certain requirements, you must state them in the brief)
4. Sample shots must be included in the brief to explain the assignment
5. Let the photographer know if you have any specific requirements regarding the shoot.

Without the photography brief, ensuring the smooth flow of the project will be difficult. And the client and photographer may not be in sync with each other, especially in terms of creative and business goals.