

General terms of Agreement

These are the General Terms of Agreement that apply to all clients. If agreed otherwise in writing, those agreements override specific sections of this agreement but do not nullify the overall agreement.

It is not possible to place an order without agreeing to this agreement at the time of placing the order. By paying the invoice, you automatically agree to these terms. Please read carefully before making any payments. If you have any questions, do not hesitate to contact us via pa@isa-aydin.com.

Main Terms (Section 1.1)

- Services are generally billed on an hourly basis. However, in certain cases, as agreed in writing, billing may be based on a per-image or per-project basis. Any deviations from the hourly billing standard must be confirmed in a written agreement prior to the commencement of services.
- All session-based shoots include the photographer, equipment, the studio, and the backgrounds available at the studio at the time of the shoot. Editing is not included unless otherwise agreed upon in writing.
- The final deliverables and RAW files (if requested) 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.**
- All editing is provided by freelancers. Estimates and invoices for the freelancers' work will be provided after the shoot, once the scope of work is defined and quoted by the editor. Isa Aydin Photography will assist with communication with the freelancers to make the process seamless for you.
- Complimentary shipping is exclusively offered for select packages and is limited to the transportation of products to the studio.

Payments (Section 1.2)

- Isa Aydin Photography operates on a prepaid basis. All orders must be paid in full before the shoot.
- We accept ACH, Online Invoice Payments, Credit cards, Debit cards, AMEX, Cash, and checks. (All checks must be cleared before the shoot)

Pay Later via Wurthy.co (Section 1.3)

1. Not all customers qualify for split payment options. Eligibility is determined solely at the discretion of Isa Aydin Photography LLC. Customers may be required to provide their full legal name, residential address, a copy of a valid government-issued identification, and any other documents deemed necessary for verification purposes to assess eligibility.

2. Isa Aydin Photography uses Wurthy.co to provide split payments. Wurthy.co gives you the flexibility to split up purchases into monthly payments for any service that we offer.
3. All applicants must be at least 18 years of age, be a U.S. Permanent Resident or Citizen, and undergo a soft credit check. Good credit is not required.
4. How do I make payments? You'll never miss another payment! Simply link your bank account and each month's payment deducts automatically on time. There is no penalty if you choose to pre-pay your installments in full.
5. You can learn more about Wurthy.co here <https://www.wurthy.co>

Copyright and Usage Rights (Section 2.1)

Copyright

Isa Aydin Photography retains full copyright ownership of all images at all times. Clients are granted usage rights to the images, videos and other content only after full payment has been made and no outstanding balance remains.

In certain cases, copyright transfer may be purchased at a price negotiated separately and formalized through a separate agreement between the client and Isa Aydin Photography.

No images, videos, or other deliverables may be used online or in any other form until all payments have been made in full and the account is settled.

Usage Rights

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

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 or (866) 528-8899.

You need Print Usage Rights for the following media:

6. Magazines (Print and Digital)
7. Newspapers
8. Brochures with a reach of more than 2000 people
9. Flyers with a reach of more than 2000 people
10. Posters with a reach of more than 2000 people
11. Direct mailers
12. Billboards (Print and Digital)
13. Banners (Print and Digital)
14. Catalogs with a reach of more than 2000 people
15. In-store signage and banners (Print and Digital)
16. Shelf-talkers (promotional labels attached to store shelves)
17. Window graphics and decals
18. Product packaging and labels

19. In-store magazines and catalogs
20. Point-of-purchase (POP) displays, such as countertop displays and floor stands
21. Brochures and pamphlets placed near relevant products or at checkout
22. Loyalty program flyers and coupons

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 stop the shoot and request a refund. Please see below for further information on our refund policy.

BEFORE ORDERING

To maximize your satisfaction, please feel free to contact us at pa@isa-aydin.com or call (866) 528-8899 at any time to discuss questions or concerns.

Clear expectations are the name of the game. Provide the art direction, join the call via video call, and we will do our best to meet all of your expectations.

REFUNDS

To be eligible for a refund, it is mandatory for the client to be present during the shoot either in person or via video call, without any exceptions. If you are present and find that the results are not meeting your expectations, you may stop the shoot and request a refund at that time. Please note, this option is only available if the client's dissatisfaction is expressed and the refund is requested while the shoot is ongoing. For further information, including non-refundable aspects of this policy, please see our detailed refund policy below.

TERMS

- 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 during the shoot.
- 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 **MUST** request a call to discuss the provided briefs with the photographer at least 2 days before the shoot by requesting a video call. Instructions for the brief are in section 6.1.
- All claims must be submitted during the shoot
- Cancellations or rescheduling requests for a confirmed shoot date must be made at least ten (10) days prior. Failure to comply will forfeit any refund rights and require full payment of the scheduled shoot.

- If an order is placed less than ten days from the scheduled shoot date, it is non-cancellable, ineligible for a refund, and subject to full payment
- All orders placed with a discount or as part of a promotional offer are non-refundable.
- 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.
- 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 can NOT be provided 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:

- Shipping Label Fees
- Any order-related purchases
- Any third-party vendor fees, including but not limited to models, stylists, hired assistants, rentals
- Credit card/bank transfer Transaction Fees

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 pa@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 that meet acceptable industry standards and will provide the quality similar to other projects showcased in the related portfolio section of ISA AYDIN PHOTOGRAPHY, LLC's official website – www.isa-aydin.com.

Responsibilities & Additional Terms (Section 3.3)

1. The client is required to provide a mood board and a detailed brief specifying instructions for each photo and video. This should include angles, exposure, editing preferences, color schemes, and composition guidelines. Any image that does not adhere to the agreed instructions will be revised free of charge indefinitely. However, the client will be responsible for the cost of editing revisions and shooting re-takes for any instructions not included in the original brief.
2. The photographer is not responsible for any damage to the product that occurs during the photoshoot or shipping.
3. Isa Aydin Photography focuses exclusively on the photography process. All other services, including editing, post-production, styling, modeling, makeup artists, set design, and related tasks, are managed by third-party freelancers. **Isa Aydin Photography is not responsible for the quality or outcome of their services, nor for any delays, no-shows, or late arrivals by these freelancers.** Assistance in connecting with freelancers is provided as a courtesy, and clients are welcome to bring their own team if preferred.
4. 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.
5. 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.
6. Steaming and ironing of apparel are not included in our services and will be billed separately at \$5 per item. Isa Aydin Photography is not responsible for any damage that may occur during the steaming or ironing process. Please note that steaming of dresses and high-end garments is not offered.
7. We reserve the right to refuse service to anyone.

Return of Products (Section 3.4)

If the client wishes to have their products returned, the request must be made during the checkout process. Products not retrieved within three (3) days after the order's completion will be subject to donation or disposal, as outlined in this section.

For product returns, the client must provide a return shipping label with the items sent to the studio. The client is responsible for arranging pickup through their chosen courier service or retrieving the items directly from the studio.

If assistance is required for transporting products or delivering them to a post office, a \$50 handling fee will be charged separately.

Before scheduling a courier pickup or personal retrieval, the client must contact our representative to confirm personnel availability at the studio. A designated 2-hour window for pickup will then be provided.

Discount Coupons (Section 3.5)

- 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

Late Payment and Collection Fees (Section 3.6)

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 the performance of any given photoshoot/video shoot 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 the <https://www.isa-aydin.com/agreement/> 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 updated on Jan 10, 2024.

- You can download the agreement as of Dec 25, 2024, [here](#).
- You can download the agreement as of Mar 18, 2024, [here](#).
- You can download the agreement as of Jul 24, 2024, [here](#).

Vocabulary & Explanations (Section 6.1)

BRIEFS

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:

8. Specify angles for every image or scene in the video
9. Specify lighting requirements (inc. shadows, highlights, and type of lighting preferred)
10. 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)

11. Sample shots must be included in the brief to explain the assignment
12. 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.