

TERMS OF SERVICE / USE

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 the Deanna Dusbabek Photography (defined below), which governs your use of Products (defined below) obtained by purchase through this website at DEANNADUSBABEKPHOTOGRAPHY.COM, or any related domains or subdomains (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” refers to Deanna Dusbabek Photography, doing business as DEANNA DUSBABEK PHOTOGRAPHY. “Products” referred to by these Terms include but are not limited to: contact forms, communications 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 DEANNA DUSBABEK PHOTOGRAPHY. All such Products are the intellectual property of and are owned by DEANNA DUSBABEK 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 DEANNA DUSBABEK PHOTOGRAPHY’S 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

DEANNA DUSBABEK PHOTOGRAPHY is a resource through which you may obtain Portrait Photography, Food Photography and Floral Photography, Textile Gifts, and Fine Art Prints which may not be reproduced without express permission from Deanna Dusbabek.

.

PRIVACY POLICY

DEANNA DUSBABEK 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. DEANNA DUSBABEK PHOTOGRAPHY will only collect and otherwise access information you voluntarily provide via email or through other direct contact initiated by you. DEANNA DUSBABEK PHOTOGRAPHY will not sell or otherwise distribute this information to any other individual or entity, except its duly authorized agents, contractors, and other third parties that assist it in its business operations. DEANNA DUSBABEK PHOTOGRAPHY is the sole manager of such information collected on the Site. DEANNA DUSBABEK PHOTOGRAPHY will use such information to respond to you as necessary. You grant DEANNA DUSBABEK 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.

AFFILIATE LINKS

Links on the Site may be affiliate links controlled by parties other than DEANNA DUSBABEK PHOTOGRAPHY to help support the maintenance of the Site. DEANNA DUSBABEK PHOTOGRAPHY does not assume responsibility for or endorse any contents, products, services or use of any of these affiliate Sites and makes no guarantees as to the quality or content of the same. You acknowledge that you bear all associated risks regarding access to and use of affiliate links and release DEANNA DUSBABEK from any loss or damage incurred from dealing with such affiliate. GraphiStudio.com | GuildCanvas.com | MagCloud.com | MillersLab.com | Moo.com | Wix.com

STOCK PHOTOGRAPHY

Stock photography may be used on the Site – all images are being used under license through the company providing the stock images.

INTELLECTUAL PROPERTY LICENSE

DEANNA DUSBABEK 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 DEANNA DUSBABEK PHOTOGRAPHY’S services, and; (d) any other intellectual property rights afforded to DEANNA DUSBABEK PHOTOGRAPHY either through state or federal registration or as otherwise available at common law (“Intellectual Property”). Except as stated below, DEANNA DUSBABEK PHOTOGRAPHY 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 DEANNA DUSBABEK PHOTOGRAPHY'S Intellectual Property in anyway, and understand that it is your responsibility to ensure you refrain from doing so. DEANNA DUSBABEK 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.

CONTACT

By using the Site and entering personal information, you give DEANNA DUSBABEK 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 DEANNA DUSBABEK PHOTOGRAPHY know by emailing us and we will 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". DEANNA DUSBABEK PHOTOGRAPHY OFFERS NO WARRANTY, EXPLICIT OR IMPLIED, REGARDING ANY FORMS, 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.

DEANNA DUSBABEK PHOTOGRAPHY MAKES NO WARRANTY THAT THE SITE, PRODUCTS OR MATERIALS WILL BE ACCURATE AND RELIABLE IN ALL INSTANCES.

LIMITATION OF LIABILITY AND INDEMNIFICATION

EXCEPT AS PROHIBITED BY LAW, DEANNA DUSBABEK PHOTOGRAPHY 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 DEANNA DUSBABEK PHOTOGRAPHY. Any dispute between the parties concerning this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts for Bainbridge Island, WA. DEANNA DUSBABEK PHOTOGRAPHY reserves the right to change or modify these Terms at any time without notice to You. Again, it is your responsibility to review these Terms prior to use and periodically throughout your use of DEANNA DUSBABEK PHOTOGRAPHY'S Products, Materials and services.

Any questions regarding the above Terms may be directed to:

DEANNA DUSBABEK PHOTOGRAPHY

deanna@bainbridgeislandportraits.com

All rights reserved © Copyright 2023-24 Deanna Dusbabek Photography