

ROMAN VAIL PHOTOGRAPHY

TERMS & CONDITIONS

[Updated: January 2016]

Definitions:

"Photographer" is Roman Vail. "Client" is any person, body of persons, firm, or Company with whom the Photographer enters into a contract for the sale of goods or provision of services by the Photographer.

Please carefully read our terms and conditions of use. These constitute a binding agreement between you and Photographer. You agree that your use of our www.romanvail.com (or any subdomain) website, or any products or services available on or through any of our sites constitutes acceptance of the terms and conditions listed, below, in this agreement. If you work for or represent a business, you represent and agree that you are authorized by that business to enter into this agreement on behalf of that business. You understand that Photographer is relying on the fact that you are authorized to enter into this agreement on behalf of that business. When we use the words "you" or "your" in these terms and conditions, we refer to you, individually, and the company you may work for, own or represent. If for any reason or no reason you do not agree to be bound by this agreement, as amended, you must stop using our site. All contracts and transactions between the Photographer and the Client whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated into any contract between the Photographer and all or any of its Clients.

Photographer may from time to time amend, supplement or modify these terms and conditions. You must check this agreement periodically for changes. Your continued use of Photographer website following the posting of changes will also mean that you accept and agree to the changes.

1. Contact Information:

Customer Service

Email: info@romanvail.com (or any subdomain)

Website: www.romanvail.com (or any subdomain)/contact

2. Access to Content:

Photographer tries to provide uninterrupted access to our website. However, from time to time, you may be unable to access digital content due to conditions beyond our control. These conditions include, but are not limited to acts of God, power outages, electrical problems and/or the acts of computer hackers and others acting outside the law. Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. Please know that, when one or more of these events occurs, Photographer will exert commercially reasonable steps to ensure access is restored within a reasonable period of time.

Photographer reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of our website in whole or in part, including, without limitation, any content, availability or access to www.romanvail.com (or any subdomain). You are solely responsible for ensuring that you have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of our website.

The content and images used on this website are the property of and copyright by Roman Vail, dba Photography & Retouching by Roman Vail. Certain images may be utilized on other websites under the control of the photographer. No images or content may be copied, duplicated or otherwise taken from the website without express written permission from Roman Vail and/or all the creator(s) of the work.

3. Prohibited Conduct:

We expect you to use good judgment when using and accessing our site and its content. Our website and the digital content available on and through it are all governed by copyright laws and other applicable laws. Below is a list of some of the things you may not do. You may not:

- Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site, or adversely affects romanvail.com (or any subdomain)'s computers, servers or databases.
- Capture, download, save, upload, print or otherwise retain information or content available on the site except for personal use.
- Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the Content available on the Site.

- Transfer our website content to another person; “frame,” “mirror,” “in-line link,” or employ similar navigational technology to our website content; or “deep link” to the Site Content.
- Violate or attempt to violate Photographer’s security mechanisms, access any data or server you are not authorized to access or otherwise breach the security of our website or corrupt it in any way.
- Engage in any other conduct which violates the laws of the United States or any foreign jurisdiction (especially copyright laws).
- Use any device not approved by Photographer (such as a “web crawler” or other automatic retrieval mechanism) or other means to harvest information about other users, our websites or our company.
- Use or attempt to use our website or any of our content to violate a third party’s intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party’s intellectual property rights.
- Post obscene, harassing, defamatory, violent, pornographic, abusive, threatening, objectionable or illegal material on the Site; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.
- Advertise or otherwise solicit funds, goods or services on or through our site.
- Provide any commercial hosting service with access to our site and/or its content or programs.

We reserve the right to monitor use of our website(s) and we may revoke or deny access to any content or programs to any person or entity whose behavior, activities or use of our website or its content violates or appears to violate the prohibited conduct described above. Photographer reserves the right to deny nominations for Community 100 and prohibit uploading of content in appropriate circumstances from users who repeatedly infringe content of others by uploading content to any part of this website. Access to content or programs beyond that of normal patterns of use that suggests systematic copying of the materials constitutes prohibited conduct and will result in revocation or denial of access to the Content. The terms “normal patterns” and “abuse” shall be determined solely by Photographer.

We report suspicious behavior to and cooperate with civil and criminal enforcement agencies both in the United States and abroad. You hereby consent to monitoring and to the provision of all information about your use of our site to law enforcement and others as

may be useful to respond to allegations that our website, content, services or information has been misused or violates the rights of any third party.

The Client shall be responsible for the behavior of any persons accompanying them to an assignment. The Photographer reserves the right to terminate any assignment without notice if he deems the Client's behavior to be unruly or unsafe. In such instances, the Photographer reserves the right to charge his full fees and expenses as described above of these Terms and Conditions. The Client will fully reimburse the Photographer or his agents for any loss/damage they cause to property or equipment.

4. Absence of Warranties, Express or Implied:

Photographer makes no representations or warranties regarding its www.romanvail.com (or any subdomain) website. The digital content available on or through Photographer has been compiled by Photographer, third parties and other proprietary sources. Photographer does not represent or warrant that any content or information is current, complete or accurate.

ALTHOUGH Photographer HAS ATTEMPTED TO PROVIDE ACCURATE INFORMATION ON ITS WEBSITE, IT MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE RELIABILITY, ACCURACY, TIMELINESS OR COMPLETENESS OF INFORMATION ON THE WEBSITE AND ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS THEREIN.

5. Disclaimers and Limitations on Liability:

Photographer AND www.romanvail.com (or any subdomain) HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES REGARDING THE PERFORMANCE OF THE WEBSITE, ANY PRODUCTS OR SERVICES ON THE SITE OR THE ACCURACY, CURRENCY, OR COMPLETENESS OF THE CONTENT, DATA AND INFORMATION, INCLUDING (WITHOUT LIMITATION) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY IMPLIED INDEMNITIES. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING (WITHOUT LIMITATION) ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR ANY OTHER CLAIMS OF YOURS OR THIRD PARTIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK AND ANY CONTENT THAT YOU VIEW, DOWNLOAD OR STREAM IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AS A RESULT, AND FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OR

STREAMING OF ANY SUCH CONTENT, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

THE LAWS OF YOUR JURISDICTION MAY PROHIBIT OR MODIFY THE FOREGOING DISCLAIMERS AND LIMITATIONS ON DAMAGES, AND SUCH DISCLAIMERS OR LIMITATIONS ON DAMAGES MAY NOT APPLY TO YOU. HOWEVER, Photographer RELIES ON SUCH DISCLAIMERS AND LIMITATIONS ON DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. Warranty and Indemnification Obligation of User:

You must have permission to submit any photo or content you provide to the website including the Community 100 portion. By submitting a photograph or content to the community and/or website, You warrant that You have the right to submit it and license us to post it.

You agree that you shall indemnify and hold harmless Photographer, its officers, directors, employees and agents, and all entities that have contributed content, information or data to, or provided services on or through Photographer and www.romanvail.com (or any subdomain) , against any and all losses, claims, demands, expenses (including reasonable attorneys' and expert witness fees) or liabilities of whatever nature or kind arising in any way out of your violation of this agreement, any of its terms or conditions or your use of our website, or of the content, or information and data contained therein or provided through it.

7. Third Party Content; Hyperlinks:

Our website(s) may contain links and references to other third party websites and materials. We do not assume any responsibility for these websites or materials and provide these links or materials solely for your convenience. Photographer may disable any hyperlink to our site at any time. We reserve the right (but are not obligated), subject to applicable laws, to monitor third party websites and hyperlinks on and to our website.

Photographer MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF, NOR ANY IMPLIED INDEMNITIES FOR ANY DATA OR INFORMATION PROVIDED BY THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT ALLOWS USERS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, Photographer DOES NOT REPRESENT OR WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY WEBSITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON A Photographer WEBSITE.

8. Copyrights, Trademarks and Other Proprietary Rights:

Photographer and/or its third party content providers retain all rights throughout the universe in the intellectual property in and on the Photographer website, including but not limited to trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the website, its color combinations, layout, and all other graphical elements, and the copyrights in and to its content. You should assume that everything You read or see on the Site is copyrighted, trademarked, or otherwise protected and owned or licensed by Photographer. Except as expressly stated on the Site or in these Terms, nothing that You read or see on the Site or in the CONTENT may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of Photographer, except as provided in these Terms. Nothing in these Terms grants you an express or implied license to use any of Photographer's intellectual property except as provided herein.

If you submit any idea, invention, discovery, improvement, trade secret or know-how to Photographer, You may forfeit those rights and any applicable moral rights contained in such communication or material.

In accordance with the United States Copyright Laws, the copyright of all images created by the Photographer is owned by the Photographer. Roman Vail retains all copyright benefit for all images created by our photographers forever. Copyrights for art (including photographs) do not expire. Unless the Photographer gives written authorization, the Client is forbidden by law to copy any images created by the photographer and agrees that all photographic reprints, digital duplications or copies of any type made from images created by the Photographer, shall only be carried out by the Photographer. The license to reproduce such images is granted to the Client under the understanding that all invoices are paid within the Photographer's stated payment terms. This means, if one of the images created by our photographers is used for any commercial or financial gain purpose, at any time, without our permission in writing, you agree to pay us for the use of the image at the current market rate as determined by the use at the time.

Example #1: You send a magazine an image created by a photographer from Alpha Beta Photography, the magazine pays you for the image. You owe Roman Vail 100% of that payment + liquidated damages, on demand.

Example #2: You send an image created by a photographer from Roman Vail to a commercial web-site for sale to the public or for other financial gain. You owe Roman Vail 100% + liquidated damages of any and all income derived from use of that image.

If the Client wishes to own the copyright of images created by the Photographer, an additional fee will be paid by the Client to the Photographer for transferring the copyright.

This fee will be mutually agreed upon by both parties. The transfer of copyright will only become applicable after this payment has been made in full.

License for the use of images will always be granted for non-commercial use at no cost as long as credit for the work is given. All we ask is a simple copyright statement be placed near or on the image, and notification of use is communicated to Roman Vail. Non-commercial uses include personal web pages, and prints of images kept or given to friends and family. Commercial use includes any business web page, any use of images for advertising or promotion, any other use that would be considered as commercial or financially beneficial to the user.

The Photographer reserves the right to make reproductions of images created during assignments for marketing, promotional, competition and editorial purposes.

9. Security; Authorized Use:

You may not, directly or indirectly, violate or attempt to violate the security of any Photographer website. Photographer has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators. Photographer may immediately suspend your access to the extent possible while it conducts an investigation.

You represent and warrant that you are the person on whose behalf you claim to accept this agreement. As stated earlier in this agreement, if you are entering into this agreement on behalf of a third person or entity, you represent and warrant that you have the power and authority to enter into these terms and bind such person or entity. You also represent and warrant that you are an adult who is legally able to enter into this agreement.

You agree to notify Photographer immediately if you are aware of or suspect unauthorized use of our website and/or any content or programs.

10. Term and Termination:

The term of this agreement shall begin on the day that you first access our website and shall continue until terminated by either of us upon notice, which may be given by email. All of Photographer's rights as set forth herein and Your obligations under Section 6 shall survive any termination or expiration of this agreement. Additionally, all of the restrictions on use of our information shall continue to apply to information downloaded from any Photographer website or third party provider until all copies of that information are destroyed by you. In addition to any other rights or remedies Photographer may have at law or in equity, Photographer may terminate this agreement at any time and at its sole and absolute discretion. Photographer may also terminate your access to content or otherwise

block or cancel your access to our website without notice if we believe, in its sole judgment, that you have breached or may breach any term or condition of this agreement, or engaged in conduct that Photographer deems inappropriate.

11. Privacy Policy:

Photographer values your business and patronage. Photographer's employees are required to adhere to ethical standards in gathering, using, and safeguarding any information you provide. For more information, please review Photographer's Privacy Policy, the terms of which are incorporated into this agreement as if set forth in full.

12. Miscellaneous:

These terms and conditions of use/agreement constitute the entire agreement between Photographer and you regarding the subject matter hereof, and any additional or different terms or conditions set forth in any other document on the subject matter hereof, including without limitation any purchase order, shall be of no effect. Any previous agreement, whether oral or written, between you and Photographer dealing with the subject matter hereof is superseded. This agreement may only be modified or amended in writing on this site, by Photographer. If any portion of this agreement is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. Upon your breach or threatened breach hereof, Photographer may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. Photographer's remedies are cumulative and not exclusive. Failure of Photographer to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of this agreement at any later time. You agree that regardless of any statute or law to the contrary, any claim or action arising out of or regarding this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. By accessing any Photographer website, you agree to and accept this shortening of the statutes of limitations. Photographer makes no covenant, representation or warranty that any content on or available through its website is appropriate or available for use in all locations. Photographer operates its website from the United States and makes no representation or warranty that its website or operation thereof complies with any foreign or international laws. You agree to comply with all applicable local laws, including any international laws, in using any Photographer website. You may not assign your rights or delegate your duties under this agreement.

13. Governing Law; Dispute Resolution; Forum and Venue:

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Pennsylvania, without giving effect to principles and provisions

thereof relating to conflict or choice of laws irrespective of the fact that any one of the parties is now or may become a resident of a different state.

All disputes between you and Photographer shall be finally resolved through binding arbitration in Philadelphia, PA. The arbitration shall be conducted by one (1) arbitrator selected under the applicable rules of JAMS. The parties shall conduct discovery as agreed upon or as permitted by the arbitrator. A party may file for an order on the arbitration decision exclusively in the New York State Superior Court, NY or the United States District Court for New York, NY. The parties shall share equally the costs of the arbitrator, arbitration body and arbitration facilities (if applicable). Photographer may bring a claim or action for injunctive relief without submitting the claim to final and binding arbitration. Photographer shall not have the obligation to post a bond or demonstrate actual harm before bringing a claim or action for injunctive relief. Each party

consents to the exclusive jurisdiction and venue of the Pennsylvania Superior Court, Phila or the United States District Court for Philadelphia, PA. for any equitable claim or other action related to or arising from this agreement, or any terms and conditions contained herein. The parties waive all objection and challenge to such venue and personal jurisdiction. Each party shall bear his/her/its own expenses and attorneys' fees related to any arbitration, claim or action.

14. Payment Terms:

- a. For all non-account Clients, payment for all products and services provided by the Photographer must be made upon completion of the assignment on the day of completion unless otherwise noted.
- b. For authorized account holders/previous clients, payment of the Photographer's invoice must be made within 10 days of the date of that invoice, unless otherwise noted in writing or email. The Photographer reserves the right to withdraw account facilities and services without notice should the Client fail to pay the Photographer's invoice(s) within 30 days.
- c. A deposit of 50% of the total amount of the contract may be expected for scheduled events. The deposit will be at the discretion of the Photographer at the time of contract signing and is usually necessary for events that are scheduled some time out.
- d. The photographer reserves the right to charge interest on all overdue invoices at a rate of 15% monthly.

14A. Prices & Terms:

- a. All prices shown within the Photographer's price list are subject to change without prior notice.
- b. The Photographer reserves the right to amend these Terms and Conditions without prior notice.

The above conditions and terms constitute the full conditions and terms of any work agreement made between you (client) and Roman Vail or any photographer assigned to you by Roman Vail. By initiating contract for services, you agree to these terms, and agree to indemnify and hold harmless Roman Vail, their agents and the heirs or assigns.

15. Retention of Title:

The Photographer reserves the right to retain all of the Client's materials in his photoshoot until all monies owed to the Photographer have been paid in full. Furthermore, the license to reproduce images created by the Photographer will also be revoked until payment has been made.

16. Services:

Payment for services is due upon completion of the work.

Example: A photographer is assigned to a project and arrives at your location to perform work as agreed. Upon completion of the work you will be invoiced and payment is due. Payment can be made by check or other means agreed prior to the shoot.

If a deposit was taken prior to the work, the amount of that deposit will be shown as a credit on the invoice. Deposits may be required for larger projects or projects involving rental equipment or travel beyond 150 miles one-way or overnight travel.

17. Booking:

- a. Booking Days: The Photographer may be booked by the Day (eight (8) hours), Half-Day (four (4) hours), or the Hour. The minimum hourly booking is two (2) hours.
- b. Confirmed Bookings: All day bookings are computed at eight (8) working hours. Before 8:00 AM and after 6:00 PM or after eight (8) consecutive working hours, time and a half will be charged. After ten (10) consecutive working hours, double time will be charged, unless arrangements have been made in advance. Sunday and legal holidays are billed at time and a half.
- c. Preparation & Wrap Time: Preparation time is billed by the hour with a two (2) hour minimum.

d. Travel Time: Travel time is computed at Half-Day rate if booking time is less than a half-day and travel time exceeds sixty (60) minutes or out of Whatcom County for out-of-town locations, travel time to and from bookings is charged at half the day rate.

18. Cancellation Fees:

a. Cancellations: Cancellations forty-eight (48) hours (two (2) working days) in advance will be charged as Half-Day. Twenty-four (24) hours (one working day) in advance will be charged a Full Day Fee. Cancellations of trips, or full week confirmed bookings must be made one week prior to the booking, otherwise a full fee will be charged and full reimbursement will be expected. (e.g. costs incurred from transportation, airplane, etc.)

b. Weather Permit: Type of weather must be specified. A same day cancellation will be charged as a Full Day Fee. Cancellations twenty-four (24) hours in advance will be charged as a Half-Day.

c. In such instances, the Photographer may charge in full for his expenses (e.g. including but not limited to; hire of specialist equipment, props, model fees etc), that he may have incurred prior or during the assignment taking place.

Example: A photographer is scheduled to shoot an event and the event is cancelled the day prior to the agreed time. The client contacts the photographer to advise of the cancellation. At that time, the photographer will charge for a full day of the agreed contract amount, plus 100% of any rental fees or other actual expenses. If the photographer has completed any portion of travel, the client will be invoiced for all travel expenses as if the work had been completed.

If the work is cancelled on or before the day of the scheduled work, for any reason by the photographer, the client agrees to reschedule the work, if possible, at their earliest convenience. The client will not be charged for travel or other any other expenses if the work is canceled by the photographer.

19. Overruns:

The photographer may make additional charges should an assignment overrun which is beyond the control of the Photographer

(e.g. including but not limited to, the Client requesting additional photographs over and above the Client's original brief etc). If the work cannot be completed within the agreed amount of time, Shawn Robins Photography or their agent and the client agree to amend the contract either verbally or in writing, to provide for additional time as required to complete the work.

Example: if a photographer has begun a project and the time agreed in the original contract is not adequate to complete the work, the photographer or the client can verbally request more time be added to the contract. A notation will be made on the invoice reflecting the day, time and identity of the persons who requested and approved the additional time. If the client does not approve the requested change, the work will be considered complete at the expiration of the time allotted to the work in the original contract and payment for the full contracted amount will be due on invoice, regardless of whether images have been created or provided to the client. The client will receive all work product following payment.

20. Completion of the work:

Work is complete when the photographer provides the client with agreed material or services purchased. This includes a CD or DVD, access to a web gallery, and/or prints containing all of the RAW or JPEG images photographed on behalf of the client, as agreed upon prior to the session or in writing. Contact sheets can be provided by request prior to the day of the shoot for an additional charge. Our product is provided in both digital media and print. A web based gallery of images taken for you will be created for the approval purposes unless a contact sheet is requested. Access to web galleries is restricted to clients only. Images may not be copied from the web gallery or used in any form, without express written permission.

21. Delivery of Products and Services:

The supply of products and services are provided by the Photographer on a best endeavors basis. The Photographer will not be liable for delays that are beyond his reasonable control. The Photographer shall use reasonable endeavors to meet agreed deadlines where applicable. The Photographer shall not be liable for any delays in meeting any of his obligations which were due to causes beyond his reasonable control, including but not limited to; postage/courier/lab delays, war/acts of terrorism, riots, government legislation, industrial action, adverse weather conditions, acts of God, floods, fire, loss or damage in transit etc.

22. Promotional Advertisements and Vouchers:

Advertisements and vouchers by Roman Vail are eligible for 10% off your first photography shoot if noted as a voucher, promotion or coupon by Roman Vail exclusively. Not applicable toward "test" shoot (if deemed necessary prior to the shoot). Test shoots are at no charge to the client unless otherwise noted (ie. wardrobe, accessory, makeup expenses, which may be at the expense of client). To be eligible and validate the voucher or promotion client must sign in and complete the registration via the blackbook (link) on the www.romanvail.com (or any subdomain) site via the superphone application seen here:

(<http://photographer.superphone.io/f/ljOkU5q8>); after-which client will be contacted and explained voucher or promotion conditions and if is accepted a date and time will be setup to proceed with photo-session, shoot or test.