

#### **TERMS AND CONDITIONS**

This Terms of Use Agreement ("Agreement") is a legal agreement between you ("User") and Bev Pettit Photography (BPP). By accessing and using the www.bevpettit.com web site, User acknowledges that he or she has read, understood and agrees to comply with the terms and conditions stated within this Agreement.

BPP reserves the right to change these terms and conditions periodically at its sole discretion. User's continued use of this web site constitutes acceptance of the terms and conditions stated at the time of use.

### **SHIPPING**

Online prices include free shipping on unframed fine art paper artworks to the lower 48 United States.

Shipping quotes will be provided upon purchase for framed prints, metal prints, acrylic prints or artwork outside of the lower 48 contiguous United States. All prints will be guaranteed to ship securely and safely to your destination. Large prints will either be shipped directly from production and may have to be crated in wooden containers if they are over a certain size.

We take great care to ensure that all artwork purchases arrive safely. However, at times unfortunate things happen that are beyond our control and there's a chance your order could arrive imperfect. In such cases, we require that any damage claims must be filed within 48 hours days of receiving your delivery, otherwise we cannot make a claim with our shipment carrier and thus cannot assume responsibility. Please open and inspect your order immediately upon receipt and if there's an issue, carefully follow these instructions:

- 1. When the shipment arrives, examine the outside of the box and please note any visible damage when you sign for it.
- 2. If damaged, take a picture of the outside of the box before you open it.
- 3. Open the package and take pictures of all damage points.
- 4. Send all photos and your contact information to bev@bevpettit.com with the subject line "Damage Order #."

#### **RETURNS**

Custom prints are made to your specifications. There will be no refunds or exchanges on custom prints.

## COPYRIGHT

The www.bevpettit.com ("Website") is owned and operated by Bev Pettit Photography. The Website, the material on the Website, design, text, photos, images and graphics comprised in the Website, the names, logos and trade marks on the Website and the selection and layout of the Website (Content), if not stated otherwise, are owned or licensed by BPP and protected by copyright, trade mark and other intellectual property laws of the United States and other countries.

#### PERMITTED USAGE

All works by BPP are owned and copyrighted by BPP. Permission to use in any form must be obtained by BPP. The purchase of a limited or open edition print does not grant unlimited usage of said image. Prints are to be used for personal use only, not for resale.

### **IN-CLASS EDUCATIONAL USES**

Students and teachers may use images for free for in-classroom projects for non-profit educational institutions. User does not need to license images for these uses, nor does User need to ask permission. This is called, "Fair Use", and User should read more about this important aspect of the US Copyright Law.

### MODEL AND PROPERTY RELEASES

BPP makes no representations or warranties whatsoever as to the legality or validity of any Release associated with a photograph.

BPP makes no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or works of art depicted in any photograph.

User must satisfy himself or herself that all necessary rights, consents or permissions as may be required for Reproduction of any photograph have been secured by User.

BPP cannot guarantee that User will be able to use the image for any purpose he or she likes. Also, if there is a model release for the image, BPP does not represent or make warranties whatsoever as to the legality or validity of it.

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The Website may contain links to other web sites, including but not limited to the sites of affiliates, partners and resources. These sites may have different privacy policies and practices from ours. BPP assumes no responsibility for the policies or practices of linked sites. User should contact that web site's administrator with all questions or concerns about any external link.

#### **INDEMNITY**

User agrees, at User's expense, to indemnify, defend and hold harmless BPP, its officers, directors, employees, agents, affiliates, distributors and licensees from and against any judgment, losses, deficiencies, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with any claim, demand, suit, action or proceeding arising out of User's breach of this Agreement or in connection with User's use of this web site or any product or service related thereto.

## DISCLAIMER AND LIMITATION OF LIABILITY

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Under no circumstances will BPP, its directors, officers, employees, partners or agents or the owner of the images be liable to User for damages of any kind (including, without limitation, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental, or punitive damages) as a result of User's use of, or inability to use, this web site or from User's access or use of the images on this web site, or the performance of this web site or the Content whether or not IGP has been advised of the possibility of such damages.

BPP uses reasonable efforts to ensure the accuracy, correctness and reliability of the Content, but BPP makes no representations or warranties as to the Content's accuracy, correctness or reliability.

Prices, specifications, availability and terms of offers may change without notice. Despite BPP best efforts, a small number of items may contain pricing or typography errors. Correct prices and promotions are validated at the time User's order is placed.

## **GOVERNING LAW**

The Terms of Use are governed by, construed and enforced in accordance with the laws of the United States. Disputes arising from the Terms of Use are subject to the exclusive jurisdiction of the courts of the United States.

# NO WAIVER, SEVERABILITY

The waiver by either party of a breach or right under this Agreement will not constitute a waiver of any subsequent breach or right. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.