

Simple (Plain Language) Terms and Conditions

These Terms and Conditions constitute an agreement between snapWerx LLC (seller, “we”, “us”, etc.) and any person or legal entity (buyer, “you”, “your”, etc.) which contracts with snapWerx LLC for photographic and/or related services. Please note that “photo”, as used here, refers to an electronic digital photo file, not print.

Overview

snapWerx LLC is a North Carolina limited liability company with principle offices at 13406 Planters Row Drive, Charlotte, North Carolina, 28278.

Our ‘remit to’ address is: P.O. Box 39233, Charlotte, North Carolina, 28278

snapWerx LLC is registered by federal EIN: 27-1353385.

snapWerx LLC has been granted Mecklenburg County and/or City of Charlotte Privilege License #10-0173293.

snapWerx LLC is authorized to conduct business in South Carolina by Certificate of Authority, South Carolina Secretary of State.

The name snapWerx is a protected and registered USPTO service mark (character mark) of snapWerx LLC in photography classes 100, 101 and 107.

Contracting With snapWerx

You are not required to sign any legal documents or make any down payments to us to procure services. Please provide minimum 72 hours notice if you need to cancel a shoot. After repeated cancellations without this notice we may require a non-refundable deposit of 10% of the quoted site fee or quoted package price, whichever is applicable, to start the work. Of course, if the work is performed, it will be credited back on the final invoice.

Prices and Fees

Unless we have made other arrangements with you, all prices are per our standard, published fees.

Of course our prices will increase over time. Increases will only apply to prices going forward, not past or ‘in progress’ projects. If we provide you with a written quotation, it will always take precedence over published prices.

We are required to collect North Carolina Sales and Use Tax as per G.S. 105-164.4(a)(6b), enacted in 2010.

Satisfaction Policy

snapWerx is committed to total client satisfaction. If, for any reason, you are not satisfied with the quality of the work, the photo shoot (or the portion of it with which you are not satisfied) will be re-scheduled and re-done. If you are still not satisfied, no payment is required or, if some payment has already been made, it will be fully refunded. However, you cannot use any photographs obtained during that photo shoot. Travel and living expense refunds are subject to negotiation.

Payment Terms

All invoices are “due upon receipt” unless other arrangements have been made. Small business packages menuPak, retailPak and peoplePak, as well as event shoots, are usually invoiced in full within 24 hours of the photo shoot.

As a convenience to you, architectural, industrial and large commercial projects, which may have site fees charged separately from photo file purchases, or may have extra charges or additional photo purchases, will be invoiced after you have made your final photo selections and the final price has been determined. Please do this within 5 business days. After 5 days, unless other arrangements have been made in advance, we will invoice for the site fees and any other associated expenses. Then when you select the photos, you will be invoiced for those photo files and/or work. There is no additional charge for selecting photo files after the 5 day invoice delay period. There is no obligation to purchase photo files, and they will remain available online indefinitely should you decide to return and make photo file purchases.

Licensing and Use Rights

This section only applies if we have **not** transferred ownership of images to you.

Unless we have agreed on other arrangements, we retain ownership of all photo files. However, you are granted unlimited usage rights (unlimited license) of all purchased photos with no further licensing or use fees. You may use the photo files in any way you deem necessary in any form; print, internet, or any other form of advertising and/or marketing. The photo files may be transferred to a third party as long as they will be used in your behalf, ie, a web development, marketing firm, etc. This license is granted in perpetuity. We provide a license document for each project or a blanket license for certain situations.

The aforementioned unlimited license is non-transferable to a third party. However, you may add **your client** to this license at no charge. They will get all the same rights to use the photos as you. If you would like to use this feature to share the cost of the photo shoot with someone else, ie, another AEC firm, there is an additional charge. As a convenience we will invoice each of you separately.

The unlimited license is considered your asset and may be transferred to a third party who acquires your assets, in cases such as mergers or acquisitions. It is not necessary for the unlimited license to be re-assigned.

We retain the right to use any photographs we take, whether purchased by you or not, to promote our business in print, internet, or other advertising/marketing. We may also use your name and logo solely to promote our business and referencing you as a client.

From time to time, third parties purchase photographs we have done for you. By default, we have permission to sell them. These photos may or may not be photos you have purchased, but they are posted in the online gallery for that particular project. We will not sell any photos that you have not seen and/or have access to.

The online galleries from which you select photos are password protected, but we do have ownership and we can grant access to others.

Warranty

There is no warranty, expressed or implied, with regards to loss of purchased photo files. While we do back up all files daily, you are urged to make additional backups of purchased photo files.

Limitations of Liability

snapWerx takes great pride in outstanding client relations and service/support. Should an unlikely incident arise in which we are found to be negligent and cause monetary damage to you, our liability is limited to a refund of the amount paid by you, and the actual reasonable cost of compensating for the damage. We are not responsible for consequential damages either directly or indirectly related to the loss.

Litigation

The internal laws and judicial decisions of the State of North Carolina, County of Mecklenburg, shall govern the execution, interpretation and performance of all agreements without regard to any conflicts of law's provisions.

These Terms and Conditions constitute the total agreement between the buyer and the seller, superseding any previous Terms and Conditions or agreements. They may be modified by mutual agreement of the buyer and the seller.

Revised 6/22/17 Rev. 4

