

TERMS AND CONDITIONS

Photography Website & Client Services Agreement

Effective Date: Friday, July 17, 2026
Website: www.prettyinpixels.ca
Owner/Business: Elise Shaw / Pretty In Pixels Photography

Welcome to our website! By accessing or using our platform, digital galleries, booking systems, or booking any photography service with us, you agree to be bound by the following Terms and Conditions. Please review them carefully before proceeding with your booking or purchase.

1. Intellectual Property & Copyright

All content hosted on this website—including but not limited to photographic images, portfolios, text layouts, brand marks, and digital media assets—is the exclusive intellectual property of the Owner and is protected under international copyright laws.

- **No Unauthorized Use:** You may not download, screenshot, reproduce, display, distribute, or modify any imagery found on this website for either commercial or personal applications without securing an explicit, signed licensing agreement from the Photographer.
- **Watermarks & Alteration:** Removing, cropping, or digitally altering visible or invisible watermarks from any preview files or web layouts hosted on this site is strictly prohibited.

Plain English Summary: *I took these photos, so I legally own them. Please do not screenshot, copy, or use any of the images without getting my written permission first.*

2. Booking, Payments, & Cancellations

If you book a digital service, workshop, portrait session, or event through this website, the following financial conditions shall govern the agreement:

- **Retainers & Deposits:** A non-refundable retainer fee of 50% is required upon booking to secure your requested session slot. Your session date is not reserved until this payment clears.
- **Payment Schedule:** The remaining balance of the total package rate must be paid in full 48 hours prior to the session start if electronic payment/ on the session day if in cash.
- **Cancellation & Rescheduling:** If you need to reschedule your date, you must notify us at least 48 hours prior to your scheduled time. Failure to reschedule within this window may result in the forfeiture of your deposit.

Plain English Summary: *A non-refundable deposit is required to lock in your booking date. The rest of the balance is due before we shoot. If you need to reschedule, give me advance notice, or your deposit will be forfeited.*

3. Client Galleries & Image Delivery

We strive to provide premium delivery formats while safeguarding our final product workflow as an artist:

- **Delivery Timelines:** Online proofing or download galleries will be made available to the client within 2 to 4 weeks of the session date. Turnaround periods may be extended during peak seasons.
- **Digital Archiving & Backup:** We guarantee to host your digital delivery gallery for 60 days after publication. It is your sole responsibility to download and securely backup your final files. We are not responsible for storing your files after this timeframe.
- **Style & Artistic Control:** The client acknowledges that they are hiring the photographer for their specific creative editing style. We do not deliver RAW (unedited/original) camera files under any circumstances, as they do not represent our finished creative standard.

Plain English Summary: *You will get your finished photos within a few weeks. Download them right away because they will not be hosted online forever! Also, please do not ask for the unedited/RAW files—they are not for sale.*

4. Usage Rights (License for Personal Use)

When you download your paid high-resolution digital images, you are granted a Personal Use License. Here is a breakdown of what that license covers:

What You CAN Do	What You CANNOT Do
✓ Share digital images on your personal social media accounts.	✗ Sell, license, or distribute the photos to any third parties.
✓ Print physical copies of the images for home decoration or photo albums.	✗ Enter the photos into contests or submit them to magazines/blogs without credit.
✓ Crop photos to fit standardized website layout templates.	✗ Apply heavy filters, change overall colors, or heavily alter artistic editing styles.
✓ Share download files with immediate family for personal archives.	✗ Use images for business promotion, ads, or commercial profit without upgrading to a commercial license.

5. Model Release & Promotion

By participating in a session, you agree that we may use the resulting images for general promotional purposes, including showcase galleries on this website, commercial portfolios, social

media, and digital marketing materials, unless you explicitly request a written privacy agreement prior to the booking.

Plain English Summary: *I may use some of the photos on my website or Instagram to showcase my work. If you prefer to keep your session 100% private, just let me know before the shoot, and I will honor your request.*

6. Limitation of Liability

While we make every effort to safely backup files and maintain professional standards, physical risk limits our liability as follows:

- **Force Majeure:** In the extreme scenario of severe illness, injury, natural disaster, or unforeseen emergencies preventing us from fulfilling the session, our liability is strictly capped at a full return of all booking fees paid.
- **Equipment Failure:** In the rare event of severe camera equipment damage, file loss, or card corruption during the shoot, our liability is strictly limited to either a full refund of session payments or a replacement shoot scheduled at no extra cost.

7. Changes to These Terms

We reserve the right to revise or modify these Terms and Conditions at our sole discretion. Any revisions take effect immediately upon updating this webpage. Continued use of our site and booking platform signifies consent to these revised terms.

8. Contact Us

If you have questions, feedback, or custom requests regarding usage rights, commercial contracts, or privacy, please reach out to us directly:

Customer Support & Client Inquiries

Email: info@prettyinpixels.ca

Phone: 416-525-1932