

Blue Line Photography LLC

Photo restoration and digital photo services Terms of Service.

SATISFACTION GUARANTEE: If you are not satisfied with the finished product then you will keep your original and we will keep any deposit (if any) and any finished digital and/or print images we created.

ACCEPTANCE OF TERMS: Blue Line Photography LLC provides its Photo Services to you, subject to the following Terms of Service (TOS), which may be updated by us from time to time without notice to you. By using the services of Blue Line Photography LLC for Photo Services you agree to be bound by our Digital Photo Terms of Service.

COMPLETION DATE: Blue Line Photography LLC agrees to work expeditiously to complete the work in a professional and timely fashion.

DELIVERY OF FINISHED WORK: The finished work may be delivered in one of three ways:

- In person - The finished work will be delivered to you and you will be able to view and accept the finished work. If work is acceptable you will be able to keep the finished work after payment is received.
- By mail - Once Blue Line Photography LLC has received payment your work will be shipped. Blue Line Photography LLC will send the finished work and any originals by USPS priority mail, FedEx, UPS or email based on agreement or by default, how Blue Line Photography LLC received your originals.

COPYRIGHTS AND TRADEMARKS: By requesting our services and entering into a agreement with Blue Line Photography LLC, you represent to Blue Line Photography LLC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, artwork or other items furnished to Blue Line Photography LLC for use in any project are owned by you, or that you have permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Blue Line Photography LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by you.

LIMITATION OF LIABILITY: You expressly understand and agree that Blue Line Photography LLC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages to, theft or loss of the Content you provide, damage to DVD players, computers, or other equipment, loss of profits, goodwill, use, data or other intangible losses, resulting from, but not limited to, product defects, accident, misuse, acts of God or other circumstances.

GOVERNING LAW: All agreement for Photo restoration and/or other digital photo services supplied by Blue Line Photography LLC shall be governed and construed in accordance with the laws of the State of Indiana. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby. This Agreement was entered into and is subject to the laws and jurisdiction of the state of Indiana.

PAYMENT OF FEES: In order for Blue Line Photography LLC to remain in business, payments must be made promptly. Final payment will be required at the time the finished work is delivered. A deposit of up to 50% of the estimated cost can be required before work is started. If the actual cost will exceed the original estimated cost you will be notified and must approve the additional amount before work is completed. Payment shall be by cash, check or money order, in US dollars, and made payable to "Daniel Parvin - Blue Line Photography LLC." Returned checks will be subject to a \$20.00 handling fee in addition to any fees charged by banks. Delinquent bills will be assessed a \$15.00 service charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 1.5% per month penalty will be added to the balance due for each additional month of delinquency. In case collection proves necessary, you agree to pay all fees incurred by that process.

AGREEMENT: By using the Services of Blue Line Photography LLC , you acknowledge that you have read and accepted the TOS, which constitutes the entire agreement between you and Blue Line Photography LLC , and governs your use of the Services, superseding any prior agreements between you and Blue Line Photography LLC (including, but not limited to, any prior versions of the Terms of Service). Requests for services received by email will be considered the same as a signed request for services. We do reserve the right to refuse restorations where the damage is excessive and/or the final restoration would be unsatisfactory.

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