

Terms and Conditions of Service

Welcome to Photomojo. We offer photography for online dating profiles, and other online profiles such as LinkedIn.

By using Photomojo's website and services you accept these Terms and Conditions of Service. These Terms and Conditions of Service are also a resource for you to understand how our Services work. Please revisit at any time.

Questions about the Terms and Conditions of Service may be sent to info@photomojo.co.

[Payment Terms]

A valid credit card or debit card is required to pay for the photo sessions and other services offered. When you choose a session and enter your information at checkout, your credit card will be charged for the selected service. Payment is required prior to the photo session. We use SSL encryption. Your order is secure.

Once your photo session is confirmed, you take responsibility for arriving to the designated location on time, and acknowledge that no refund will be given and your photo shoot will not be rescheduled if you miss the appointment. If you are fifteen minutes late, appointment is canceled and there is no refund.

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Limitation of Liability. You agree that Photomojo's entire liability with respect to any service(s) or use of the website is solely limited to the amount you paid for such service(s). Photomojo shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of its services or for the cost of procurement of substitute services.

Copyrights & Trademarks. The trademarks, names, logos and service marks displayed on this website are registered and unregistered trademarks of the website owner. Nothing contained on this website should be construed as granting any license or right for use without the prior written permission of the owner. The written content on this website is owned by its respective author and may not be reproduced in whole, or in part, without written permission of the author.

Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of New Jersey.

Eligibility. You must be eighteen or over to use this service. By using the website you represent that you have the legal capacity to enter into this Agreement and to abide by the Terms and Conditions of Service.

By agreeing to our Terms and Conditions of Service, you declare that the information that you disclosed on the site is correct and that you agree to pay for our service at the current advertised rate.

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Except for the Mini Session, the following Rescheduling, Cancellation and Refund conditions apply to all photo sessions.

Rescheduling

We understand that you may need to reschedule a confirmed appointment.

There is no fee to reschedule an appointment providing the request is made 48 hours ahead of the confirmed appointment. (Example: your appointment is Saturday Morning at 9AM et. The request to reschedule must be made BY the previous Thursday at 9AM et.) When requests are made within the 48 hours prior, there is a Rescheduling Fee.

Rescheduling Fees:

\$25. Between 48 and 24 hours prior to the confirmed appointment.

\$50. Within 24 hours of the confirmed appointment.

We request you reschedule the appointment within 30 days. After 30 days additional fees apply.

If you are running late for a session, send a text message. Up to fifteen minutes time is deducted from the session, and will affect results. It's best to arrive on time or early. After fifteen minutes, session is canceled.

Note about the weather. If we are rescheduling the appointment within 24 hours due to extreme weather conditions, and if the photo session was going to be all outdoors, there is no rescheduling fee.

Cancellation Policy

There is no fee to cancel providing you do so in writing by email at least 96 hours ahead of the scheduled appointment. Otherwise, Cancellation Fees are applied under the following conditions.

20% of the Fee.

If you cancel a confirmed appointment between 96 and 72 hours prior, you will be charged 20% (Example: 20% of \$179 is \$35.50).

50% of the Fee.

If you cancel a confirmed appointment between 72 and 48 hours prior, you will be charged 50% (Example: 50% of \$179 is \$89.50).

75% of the Fee.

If you cancel a confirmed appointment between 48 and 24 hours prior, the charge will be 75% (Example: 75% of \$179 is \$134.30).

100% of the Fee.

If you cancel within 24 hours of the confirmed appointment, full fee is charged.

Note about the weather. If we are rescheduling the appointment within 24 hours due to extreme weather conditions, and if the photo session was going to be all outdoors, there is no rescheduling fee.

Refunds

If you miss your appointment, there is no refund, or rescheduling. Full fee is charged.

If, after you receive your photos, you believe they are lacking in technical aspects, contact us. We will offer a re-shoot at no charge, or a full refund.

We want you to be happy and satisfied with the results of each photo session. We will always strive to perform and deliver effective, authentic photos within the parameters of the session. Individual results may vary. Photography, like other art forms, is subjective in nature. Therefore, your photos can be judged only on technical merits such as focus, color and brightness.

You must submit a refund request by mail or email within 7 days of receiving the images. Include the following information:

Full name, Full Address, Location, Date and Time of the appointment, and the reason you are requesting re-shoot or refund.

EMAIL: info@photomojo.co with the Subject Line: Refund Request

MAIL: Photomojo PO Box 13232 Jersey City NJ 07303

For the **Mini Session**, there are no refunds.

If you need to reschedule a Mini Session, you must make the request in writing, by email, a minimum of 48 hours before the session. Mini Sessions can only be rescheduled once.

[Deliverables]

Depending on the session purchased, you will receive 1 to 16 images ready to use online. (Online images are 72 ppi). This service is designed for use on the web not for print.

Mini Session delivers one (1) photo.

Essential Three Session delivers three (3) photos.

Eleven Plus Session delivers a total of fifteen (15) photos.

Clients are granted a non-exclusive, non-transferable Personal License to their photos. This means you can freely use your images however you would like for personal use: on your profile, website, or any other personal use. Personal Use means that images cannot be used for commercial gain. All images and copyrights relating to them remain the property of the Photomojo. Photomojo may use the images in the website's gallery and for marketing purposes.

Prints and high-resolution images are not a part of the deliverables for any of the sessions. High-resolution images can be purchased for a separate charge.

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Please note Photomojo does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content to materials or ideas transmitted to Photomojo.

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By using the Photomojo's website and services you accept these Terms and Conditions of Service. These Terms and Conditions of Service, together with the Privacy Policy, constitute the entire agreement and supersede previous agreements, written or oral. If you do not agree with these Terms and Conditions, you should not use the services.

Photomojo reserves the right, from time to time, with or without notice, to change these Terms and Conditions of Service, including the Privacy Policy. The most current version is on the website. If any provision is determined to be invalid, the remainder of Terms and Conditions of Service shall continue in full force. Any failure of Photomojo to enforce or exercise a right provided in these terms is not a waiver of that right.

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