

TERMS APPLICABLE TO SALES OF PRODUCTS (“TERMS OF SALE”)

By placing an order on my website, you accept the Terms of Sale set forth below. Please read through my terms thoroughly. These items may be updated at any time; please check back for updates. These Terms of Sale apply to your purchase including, but not limited to; digital media, prints, canvases, metals, albums and/or other products through M. Loomer Photography LLC’s (“Photography Company” and “M. Loomer Photography”) online store. This Terms of Sale may not be altered, supplemented, or amended by the use of any document, such as purchase orders. All sales in M. Loomer Photography’s online store are expressly conditioned upon your agreement to this Terms of Sale. In the event of any conflict between these Terms of Sale and any other document, this Terms of Sale will control.

M. Loomer Photography will facilitate your purchase of photos, prints, canvases, albums and/or other products through its relationship with its vendors. If you purchase photos, prints, canvases, albums and/or other products through the online store, you acknowledge that the printing of any images or creation of other physical medium products is performed by M. Loomer Photography’s vendors and the photography business’ role is to assist, facilitate and support such order process pursuant to these Terms of Sale.

1. Pricing & Payment Terms

Pricing varies and is as marked at the time of purchase. No discounts, refunds, or promotional codes shall be applied after an order has been placed. To purchase products through M. Loomer Photography’s provides an online payment portal system for the store, and you are required to provide valid payment information at the time of purchase. M. Loomer Photography may terminate your order for products if we are unable to process your payment information and you do not provide an alternative form of payment upon the M. Loomer’s Photography’s request. You agree to reimburse the Photography Company for any and all costs incurred in collecting amounts owed by you to the photography company or a photography company’s vendor, including but not limited to, attorneys’ fees and costs associated with the use of collection agencies. M. Loomer uses the third-party vendor Shootproof.com to facilitate the transactions and is not responsible for any actions of Shootproof.com as a third-party vendor. You can find Shootproof.com’s Terms of Service, Privacy Policy, and Cookie Policy links.

You are responsible for any taxes that you are obligated to pay in connection with your purchase through the online store. If you do not pay the sales or other taxes or fees on a transaction for any reason, you will be responsible for the taxes or fees in the event they are later determined to be payable on the sale. M. Loomer Photography reserves the right to collect the taxes or other related fees from you at any time. In certain jurisdictions, M. Loomer Photography may be required to collect and remit sales tax in connection with your purchase of products. Any such taxes will be added to the purchase price and reflected on your invoice or receipt.

2. Photo Downloads

If you purchase a downloaded photo, or it was included in your contract, such download photo will be made available to you through the services upon the photography company’s receipt of your valid payment information or through an email to the address you provided. It is recommended that you check your spam box and filters and remove any features that would

block our correspondence, to ensure timely receipt of downloaded photos. Download photos are only available once. It is recommended that you save the file to your computer or device after downloading. M. Loomer Photography does not have any responsibility to save, preserve, or maintain your images once they are turned over to you.

3. Shipping Terms and Policies

If you purchase photo prints, canvases, albums or other physical medium products, the photography studio will use its commercially reasonable efforts to ship all orders for such products within the estimated delivery time applicable to various methods of shipping available at the time you place your order. M. Loomer Photography is not responsible for any delays in shipping.

M. Loomer Photography reserves the right to substitute another carrier of equal or lesser cost for delivering your order at our discretion. All shipping charges are your responsibility. Shipping charge(s) will be included in your shopping cart and can be viewed on a summary screen before finalizing your order. The shipping charge(s) displayed during the checkout process is subject to verification and correction or change without notice. If the actual shipping charge is more than the amount shown in your shopping cart, the photography studio will contact you with the correct shipping costs before processing your order, and you will have an opportunity to cancel your order.

4. Product Availability and Pricing

M. Loomer Photography may revise or discontinue product options at any time without prior notice, and products may become unavailable even after an order is placed. All prices are subject to change without notice. M. Loomer Photography is not responsible for any revision, discontinuation, or availability changes of its vendors.

5. Return Policy

Unless otherwise noted, because of the custom nature of the transaction, products sold by M. Loomer Photography's online store are non-refundable. Replacement items for damaged during shipping, materially defective items, or misidentified images will be honored within a 10-day return for replacement period, unless otherwise noted.

All returns for replacement must follow the conditions below:

- All products must be returned complete.
- M. Loomer Photography will not accept items that have been intentionally physically damaged or abused.
- All returns must be shipped freight prepaid.
- All related fees (shipping & return shipping fees) are NON-REFUNDABLE for all products in all cases.
- Please allow 2-3 weeks for all replacement orders.
- Claim for missing products must be reported within 10 days from the date item is shipped.

To request a replacement for any materially defective product, please contact M. Loomer Photography at hello@mloomerphotography.com. Please do not contact your credit card company to dispute a charge before contacting M. Loomer Photography. Shipments that are

refused without authorization, or that are returned to us because the address was invalid, are subject to a fee of 15% plus applicable shipping and handling fees.

6. Product Descriptions & Errors

M. Loomer Photography strives to maintain accurate information on its online store platform and does everything possible to eliminate any errors. However, we do not warrant that product descriptions, photos, prints, canvases, albums and/or other product pricing or other photography company's materials are accurate, complete, reliable, current, or error-free. In addition, all weights and size dimensions are approximate. While every reasonable effort is made to ensure accurate displays of all details of our products offerings, including the applicable color and/or brightness, be advised that the actual color and/or brightness you will see for a photo depends on the settings of your computer screen. Therefore, we cannot guarantee that your computer will accurately display all photo colors.

M. Loomer Photography reserves the right to format, manipulate or otherwise modify photos as may be required to satisfy a particular order. Mr. Loomer Photography's vendors may also be required to format, manipulate, or otherwise modify photos in order to satisfy a particular order. In the event of an error, whether contained in the services, in an order confirmation, in processing an order or otherwise, M. Loomer Photography reserves the right to correct such error and charge the correct price or cancel the order, and your sole remedy in the event of such error is to cancel your order.

7. Copyright & Digital Image Licensing

Downloaded photos may be included as part of the initial service contract or purchased from M. Loomer Photography's online store. M. Loomer Photography grants buyer a non-exclusive, non-transferable perpetual personal-use license to download and copy the accompanying image(s) subject to the following restrictions: This license is for personal use only. Personal use means non-commercial use of the photos and personal, non-commercial use of the media includes: (1.) The display on personal websites and computers; and (2.) Making image prints for personal use. Title and ownership, and all rights now and in the future, of and for the media remain exclusively with the M. Loomer Photography. There are no warranties, express or implied. The products and photos are provided 'as is.'

Neither M. Loomer Photography will not be liable for any third party claims or incidental, consequential or other damages arising out of this license or buyer's use of the photos or product. Buyer shall not do any of the following without written permission from M. Loomer Photography: (1.) Resell, relicense, sub-license, redistribute without express written permission from M. Loomer photography; (2.) Use the media in any way whatsoever in which you charge money, collect fees, or receive any form of remuneration; (3.) Use the Photos in a pornographic, obscene, illegal, immoral, libelous or defamatory manner; (4.) Incorporate the photos into trademarks, logos, or service marks; (5.) Make photos available for download; (6.) Business, school, non-profit, & event Facebook pages ARE NOT personal pages and require written permission from M. Loomer Photography.

8. Disclaimer of Warranties

Unless otherwise noted, because of the custom nature of the transaction, and the prevalence of illegal reproduction facilities, products sold by M. Loomer Photography on its online store are non-refundable. Replacement items for damage in shipping or misidentified images will be honored within a 10-day return policy. M. Loomer Photography makes no representations or warranties, either express or implied, of any kind with respect to products sold on this site. Mike M. Loomer Photography expressly disclaims all warranties, express or implied, of any kind with respect to products sold on this site, including but not limited to, merchantability and fitness for a particular purpose.

You agree that the sole and exclusive maximum liability to M. Loomer Photography arising from any product sold on this website shall be the price of the product ordered. In no event shall M. Loomer Photography, its officers, employees or other representatives be liable for special, indirect, consequential, or punitive damages related to products sold. You agree that M. Loomer Photography, its officers, employees or other representatives shall not be liable for damages arising from the operation, content or use of mikemccarnphotography.com. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including without limitation direct, indirect, compensatory, special, incidental, punitive and consequential damages.

9. Applicable Law.

M. Loomer Photography is a limited liability company with its principle place of business in Maricopa County, Arizona and you agree that any legal action brought against M. Loomer Photography shall be governed by the laws of the state of Arizona without regard to its conflict of law principles. Additionally, you agree that any and all disagreements arising from your use of or orders placed through our online store will be adjudicated in the county of Maricopa, Arizona by an appropriate federal or state court. You expressly agree to waive your right to a jury and to be part of any collective action against M. Loomer Photography.