

Terms and Service

Welcome to milianphotos!

These terms and conditions outline the rules and regulations for the use of Milian Photography's Website, located at milianphotos.com.

By accessing this website we assume you accept these terms and conditions. Do not continue to use milianphotos if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Booking

You must make a deposit to maximilianoonz@gmail.com or you may do a drop off or direct deposit by the bank. The remaining balance of your package must be paid day of the photo-shoot. All shoots must be booked in 2 weeks advance last minute shoots will be charged an extra \$100. It takes 2 weeks to completely edit all pictures because of the high volume of edits that must be completed. If you wish to receive the edits earlier please notify Maximilian and make arrangements.

License

Unless otherwise stated, Milian Photography and/or its licensors own the intellectual property rights for all material on milianphotos. All intellectual property rights are reserved. You may access this from milianphotos for your own personal use subjected to restrictions set in these terms and conditions.

All images are under the rights of Maxwell Bonsu (Maximilian). To Control and /or prohibit Maximilian Photography from posting your photo-session images on any social network and or any published/online magazine and own the rights to your photo-session. A release form will be provided by Maximilian upon request.

You must not:

- Republish material from milianphotos
 - Sell, rent or sub-license material from milianphotos
 - Reproduce, duplicate or copy material from milianphotos
 - Redistribute content from milianphotos
- This Agreement shall begin on the date hereof.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Milian Photography does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of Milian Photography, its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, Milian Photography shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Milian Photography reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

Government agencies;

Search engines;

News organizations;

Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and

System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

commonly-known consumer and/or business information sources;

dot.com community sites;

associations or other groups representing charities;

online directory distributors;

internet portals;

accounting, law and consulting firms; and

educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Milian Photography; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Milian Photography. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

By use of our corporate name; or

By use of the uniform resource locator being linked to; or

By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Milian Photography's logo or other artwork will be allowed for linking absent a trademark license agreement.

Content Liability

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Images are emailed using dropbox or Google drive your images remain on the server for 3 days you must download the images immediately before the deadline if you like to keep the images on the server for a longer period of time an extra charge of \$20.00 for additional 3 days.

Sessions are kept on the main hard drive for 1 month to resend old sessions there will be a fee of \$50.00 if the session is still available.

Once you agree to Terms & Conditions and deposit has been sent for the package you have chose; you consent to audio & visual recording for security and supervision.

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury;
limit or exclude our or your liability for fraud or fraudulent misrepresentation;
limit any of our or your liabilities in any way that is not permitted under applicable law; or
exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

Audio & Visual Recording of client(s)

There are reasons why filming or tape recording session:

- To help supervise the session

To ensure the interests and well-being of the service users are paramount and I have a duty to keep information about service users confidential.

Before any recording takes place I (Maximilian Photography) will explain to you the purpose of why this is being done and what the recording will be used for.

Return and Refund Policy

All orders, deposit, and service are not refundable. You are only allowed to reschedule your session twice anything further will be an additional charge of \$50 extra. There will also be additional charges for tardiness If you are 30 minutes late without a considerably good explanation you will be charged an additional \$25.

Contact Us

If you have any questions about our Returns and Refunds Policy, please contact us:

By email: maximilianbook@hotmail.com

If under 18 and unable to give consent please ask parent/guardian with parental responsibility to print and sign/ click confirm.

PRINT FULL NAME _____ **NAME OF SERVICE**
USER _____
SIGNE _____ **DATE (DD/MM/YYYY)** _____
Relationship to service user _____

FREQUENTLY ASKED QUESTIONS

HOW OLD DO I HAVE TO BE TO DO A PHOTOSHOOT?

If under the age of 18 a parent or legal guardian must sign the T&C form and bring it day of shoot or sign it day of shoot.

DO YOU DO VIDEOS?

we only do 1 min teaser videos not music videos or videos for weddings.

DO YOU DO PRODUCT SHOTS?

Unfortunately we don't specialize in that field.

DO YOU TAKE PICTURES AT EVENTS?

We don't do events such as clubs, baby-showers, etc... but we do specialize in weddings.