

## **PRIVACY POLICY**

We at Jackie Fox Photography respect your privacy. This Privacy Policy is designed to explain how We collect, use, share, and protect the personal information You provide to Us when You access Our website, purchase Our goods or services, or engage with Us on social media, as well as Your own rights to the information We collect.

Please read this Privacy Policy carefully. We will alert You to any changes to this Policy by changing the “last updated” date at the top of this Policy. Any changes become effective immediately upon publication on Our website, and You waive specific notice of any changes to the Policy by continuing to use and access Our site(s). We encourage You to review this Privacy Policy periodically, when You use Our website for any purpose or engage with Us on social media. You are deemed to have accepted any changes to any revised Privacy Policy by Your continued use of Our website after the revised Privacy Policy is posted.

### **INFORMATION THAT WE COLLECT**

We collect a variety of information from You when You visit Our website, make purchases, or interact with Us on social media. By accepting this Privacy Policy, You are specifically consenting to Our collection of the data described below, to Our use of the data, to the processing of this data, and to Our sharing of the data with third-party processors as needed for Our legitimate business interests. The information We collect may include:

### **PERSONAL DATA**

Personal Data is information that can be used to identify You specifically, including Your name, shipping address, email address, telephone number, or demographic information like Your age, gender, or hometown. You consent to giving Us this information by providing it to Us voluntarily on Our website or any mobile application. You provide some of this information when You register with or make purchases from Our website. You may also provide this information by participating in various activities associated with Our site, including responding to blogs, contacting Us with questions, or participating in group training. Your decision to disclose this data is entirely voluntary. You are under no obligation to provide this information, but Your refusal may prevent You from accessing certain benefits from Our website or from making purchases.

### **DERIVATIVE DATA**

Derivative data is information that Our servers automatically collect about You when You access Our website, such as Your IP address, browser type, the dates and times that You access Our website, and the specific pages You view. If You are using a mobile application, Our servers may collect information about Your device name and type, Your phone number, Your country of origin, and other interactions with Our application. Derivative data may also include data

collected by third-party service providers, such as advertising and analytics providers, and may include cookies, log data, or web beacons. Cookies are discussed more fully below. Derivative data collected by third-party service providers generally does not identify a specific individual.

## **FINANCIAL DATA**

Financial data is data that is related to Your payment method, such as credit card or bank transfer details. We collect financial data in order to allow You to purchase, order, return, or exchange products or services from Our website and any related mobile apps. We store limited financial data. Most financial data is transferred to Our payment processor, STRIPE and You should review these processors' Privacy Policy to determine how they use, disclose, and protect Your financial data. As a courtesy, **STRIPE'S** Privacy Policy can be found here:

**<https://stripe.com/gb/privacy>**

## **SOCIAL NETWORKING DATA**

We may access personal information from social networking sites and apps, including Facebook, Instagram, LinkedIn, Twitter, Snapchat, or other social networking sites or apps not named specifically here, which may include Your name, Your social network username, location, email address, age, gender, profile picture, and any other public information. If You do not want Us to access this information, please go to the specific social networking site and change Your privacy settings.

## **MOBILE DEVICE DATA**

If You use Our website via a mobile device or app, We may collect information about Your mobile device, including device ID, model and manufacturer, and location information.

## **OTHER DATA**

On occasion, You may give Us additional data in order to enter into a contest or giveaway or to participate in a survey. You will be prompted for this information and it will be clear that You are offering this kind of information in exchange for an entry into such a contest or giveaway.

If You connect to Us using a mobile application, We may request geolocation information, which includes permission to track Your mobile device, in order to provide You with location based services. We may also request access to certain features on Your device, including Your device's calendar, camera, contacts, social media accounts, Bluetooth, and storage. We may also send You "push notifications" regarding Your account or Our mobile application. If You wish to change Our access to any of this information, You may do so by changing Your device settings.

## **HOW WE USE YOUR INFORMATION**

Your information allows Us to offer You certain products and services, including the use of Our website, to fulfill Our obligations to You, to customize Your interaction with Our company and Our website, and to allow Us to suggest other products and services We think might interest You. We generally store Your data and transmit it to a third party for processing. However, to the extent We process Your data, We do so to serve Our legitimate business interests (such as providing You with the opportunity to purchase Our goods or services and interact with Our website or mobile app).

Specifically, We may use the information and data described above to:

1. Create and administer Your account; and
2. Deliver any products or services purchased by You to You; and
3. Correspond with You; and
4. Process payments or refunds; and
5. Contact You about new offerings that We think You will be interested in; and
6. Interact with You via social media; and
7. Send You a newsletter or other updates about Our company or website; and
8. Deliver targeted advertising; and
9. Request feedback from You; and
10. Notify You of updates to Our product and service offerings; and
11. Resolve disputes and troubleshoot any problems; and
12. Administer contests or giveaways; and
13. Generate a profile that is personalized to You, so that future interactions with Our website will be more personal; and
14. Compile anonymous statistical data for Our own use or for a third party's use; and
15. Assist law enforcement as necessary; and
16. Prevent fraudulent activity on Our website or mobile app; and
17. Analyze trends to improve Our website and offerings.

## **GROUNDS FOR USING AND PROCESSING YOUR DATA**

The information We collect and store is used primarily to allow Us to offer goods and services for sale. In addition, **Jackie Fox Photography** may collect, use, and process Your information based on the following grounds:

### **LEGITIMATE BUSINESS INTERESTS**

We may use and process Your data for Our legitimate business interests, which include, among other things, communicating with You, improving Our goods or services, improving Our website, and providing You with the information or products that You have requested.

**Performance of a Contract:** We may use and process Your information to enter into a contract with You and to perform Our contractual obligations to You.

Consent: We may use Your data, or permit selected third parties to use Your data, based on Your consent to Our use and sharing of that data. You may withdraw Your consent at any time, but doing so may affect Your ability to use Our website or other offerings.

As required by law: We may also use or process Your data as required for Us to comply with legal obligations.

## **WHY WE DISCLOSE YOUR INFORMATION**

We may share Your information with third parties in certain situations. In particular, We may share Your data with third-party processors as needed to serve Our legitimate business interests, which include administration of Our website, administration of Your account, entering into contracts with You, communicating with You, taking orders for goods or services, delivering Our goods and services, identifying trends, protecting the security of Our company and website, and marketing additional goods and services to You. The legal basis for Our disclosure of Your data is both Your Consent to this Privacy Policy and Our own right to protect and promote Our legitimate business interests.

The following are specific reasons why We may share Your information:

**Third-Party Processing:** We may disclose Your information to third parties who assist Us with various tasks, including payment processing, hosting services, email delivery, communications, and customer service. We may not always disclose these third-party processors if not required by law. We do not authorize them to use or disclose Your personal information except in connection with providing Our company with their services.

**By Law:** We may share Your data as required by law or to respond to legal process, including a subpoena, or as necessary to protect the rights, property, and safety of others. This includes sharing information with other parties to prevent or address fraud and to avoid credit risks.

**To Protect Our Company:** We may use Your information to protect Our company, including to investigate and remedy any violations of Our rights or policies. We may also disclose Your information as reasonably necessary to acquire and maintain insurance coverage, manage risks, obtain financial or legal advice, or to exercise or defend against legal claims.

**Business Transfers:** In the unlikely event Our company engages in a merger, acquisition, bankruptcy proceedings, dissolution, reorganization, or similar transaction or proceeding, We may transfer or share Your data as part of that proceeding. In such transitions, customer information is one of the business assets that is acquired by a third party. You acknowledge that such business transfers may occur and that Your personal information can continue to be stored, used, or processed as otherwise set forth in this privacy policy.

**External Links:** Our website may include hyperlinks to other websites not controlled by Us. We suggest You exercise caution when clicking on a hyperlink. Although We use reasonable care in including a hyperlink on Our own web page, We do not regularly monitor the websites of these third parties, are not responsible for any damage or consequences You suffer by using these hyperlinks. We are not bound by the Privacy Policies of any third-party website that You access by a hyperlink, nor are they bound by ours. We encourage You to read the Policies of those third-party websites before interacting with them or making purchases. They may collect different information and by different methods than We do.

**Other Purposes:** We may disclose Your personal data as necessary to comply with any legal obligation or to protect Your interests, or the vital interests of others or Our company.

## **TRACKING TECHNOLOGIES**

**Log Files:** Like many other websites, We make use of log files. These files merely log visitors to the site – usually a standard procedure for hosting companies and a part of hosting services’ analytics. The information inside the log files includes internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date/time stamp, referring/exit pages, and possibly the number of clicks. This information is used to analyze trends, administer the site, track user’s movement around the site, and gather demographic information. IP addresses and other such information are not linked to any information that is personally identifiable.

**Cookies:** We also use cookies — small text files sent to Us by Your computer — and web beacons to store certain information. We may use cookies to authenticate Your identity, to determine if You are logged onto Our website, for personalization, for security, for targeted advertising, or for analysis of the performance of Our website and services. For example, cookies allow Us to recommend blog posts to You based on what You have read on Our site in the past. We use cookies that are not specific to Your account but unique enough to allow Us to analyze general trends and use, and to customize Your interaction with Our website. This information helps Us to understand the use of Our site and to improve Our website and service offerings.

We may use any or all of the following types of cookies:

**Essential Cookies:** These cookies help Us run Our website and improve Your experience with Our website. These cookies may allow content to load more quickly or allow You to access “members only” or repeat-users sections of Our website.

**Functionality Cookies:** These cookies allow Us to remember Your preferences from earlier visits to Our website, including login information, so that You do not have to input the same information multiple times.

**Social Media Cookies:** These cookies allow Us to record when You have engaged with a social media tool while visiting Our website. For example, We may record that You have “liked”

a certain aspect of Our website. The social media application may also share data with Us that You have allowed it to share. If You wish to change Your social media sharing settings, please visit the privacy settings of the social media network.

**Advertising Cookies:** We may work with third-party advertising partners who collect information about Your browsing habits on Our website in order to later display a relevant ad about Our services when You are on a third-party site such as a social media platform. These cookies may also allow Us to access Your location.

In addition, when You first encounter Our website, You will be asked to “consent to cookies.” If You wish to disable cookies, You may do so through Your individual browser options. However, this may affect Your ability to use or make purchases from Our website. More detailed information about cookie management with specific web browsers can be found at the browsers’ respective websites. More information about cookies can be found at [What Are Cookies?](#) By continuing to use Our website and not disabling cookies on Your browser, You are consenting to Our use of cookies in accordance with the terms of this policy.

In addition, We may use third-party software to post advertisements on Our website or mobile application, to oversee marketing or email campaigns, or manage other company initiatives. These third-party softwares may use cookies or similar tracking technology. We have no control over these third parties or their use of cookies. For more information on opting out of interest-based ads, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

**Pixel Tags:** We may use a pixel tag, which is a small graphic file that allows Us to monitor the use of Our website and provide Us with information regarding Your interaction with the website. These tags may collect the IP address from the device You are using, and the browser type. Pixel tags are also used by Our third-party partners to collect information when You visit Our website, and We may use this information to display targeted advertisements.

**Email Confirmations:** We may receive email confirmations when You open an email from Us. This allows Us to determine if users are responding favorably to Our email communications and to improve those communications.

**Other Technologies:** Other data technologies may be used that collect comparable information for security, fraud detection, and similar purposes, to give Us information about Your use of Our website, and to greater improve Our website and service offerings to You.

## **WEBSITE ANALYTICS**

We may partner with third-party analytic companies. The analytic companies may also use cookies (described above) or other tracking technologies to analyze visitors’ use of Our website or mobile app to determine the popularity of the content, and better understand online activity. We do not transfer personal information to these third-party vendors. However, in order to

access Our website, You must consent to the collection and use of Your information by these third-party analytic companies. You should review their Privacy Policy and contact them directly if You have questions. If You do not want any information to be collected and used by tracking technologies, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

**Google Analytics:** You can opt-out of having Your activity on Our website made available to Google Analytics by installing the Google Analytics opt-out browser add-on. This add-on prevents Google Analytics from retrieving information about Your visits to Our website. For more information about Google's Privacy Policy, please visit: <https://policies.google.com/privacy>.

**Twitter:** You can opt-out of Twitter's internet-based ads by visiting: <https://help.twitter.com/en/safety-and-security/privacy-controls-for-tailored-ads>. You can learn more about Twitter's Privacy Policy at <https://twitter.com/en/privacy>.

**Facebook:** You can opt-out of Facebook's interest-based ads by visiting: <https://www.facebook.com/help/568137493302217>. You can learn more about Facebook's Privacy Policy at: [https://www.facebook.com/full\\_data\\_use\\_policy](https://www.facebook.com/full_data_use_policy).

## PROCESSING YOUR INFORMATION

For the most part, We do not process Your information in-house, but give it to third-party processors for processing. For example, when PayPal takes Your payment information, they are a third-party processor. They process Your payment and remit the funds to Us. So in many instances, it will be necessary for Us to transmit Your information to a third-party processor, as We do not have the capability to perform these functions. More detail on third-party processing is detailed below.

However, We may, from time to time, process Your data internally. The legal basis for this processing is both Your consent to the processing, Our need to conduct Our legitimate business interests, and to comply with legal obligations. Our purposes in processing this information, if We do, is to administer, maintain, and improve Our website and offerings, to enter into contracts with You, to fulfill the terms of those contracts, to keep records of Our transactions and interactions, to be able to provide You with goods and services, to comply with Our legal obligations, to obtain professional advice, and to protect the rights and interests of Our company, Our customers (including You), and any third parties. We may process the following data:

1. Data associated with Your account, such as Your name, address, email address, and payment information.
2. Data about Your usage of Our website, such as Your IP address, geographical information, and how long You accessed Our website and what You viewed.

3. Data related to Your personal profile, such as Your name, address, profile picture, interests and hobbies, or employment details.
4. Data that You provide Us in the course of using Our services.
5. Data that You post on Our website, such as comments or responses to blogs.
6. Data that You submit to Us when You make an inquiry regarding Our website or offerings.
7. Data related to Your transactions with Us, including Your purchase of Our goods or services. This information may include contact details and payment information.
8. Data that You provide to Us when You subscribe to Our emails or newsletters, including Your email address and contact information.
9. Data that You submit to Us via correspondence, such as when You email Us with questions.
10. Any other data identified in this policy, for the purpose of complying with Our legal obligations, or to protect the vital interests of You or any other natural person.

## **INTERNATIONAL DATA**

Our website is hosted by servers located in **The United States**. Therefore, if You reside outside The United States some of Your data will be transferred internationally to and stored on those servers. In addition, We may use third-party processors (including payment processors) and subcontractors located in The United States. We use all reasonable methods to protect the safety of Your data during transfer, including hosting Our website on reputable servers and engaging reputable third-party processors. By using this site and providing Us with information, You consent to this transfer, processing, and storage of Your information in **The United States**. Note that the privacy laws in **The United States** may not be as strict as those in other countries. Please be aware that:

- We may transfer data that We collect to locations outside of Our headquarters for processing or storing, and the data may be processed by Our staff or by third-party processors. For example, We may engage third parties to fulfill orders. By submitting Your personal data, You agree to this transfer, storing, and processing. We take all reasonable steps to make sure Your data is treated securely and in conformity with this Privacy Policy.
- Data that is provided to Us is stored on secure servers. Payment information and other sensitive data will be encrypted to ensure its safety.



- The transmission of data via the internet is never completely secure, and We cannot guarantee the security of data that is sent to Us electronically. Your transmission of data to Us is at Your own risk.
- Where data that You have transmitted to Us is password protected, You are responsible for keeping the password confidential. You are exclusively responsible for any breaches of Your data that results from Your own disclosure of or failure to protect Your password.

## **DATA RETENTION**

We retain personal data as long as it is needed to to conduct Our legitimate business purposes or to comply with Our legal obligations, or until You ask Us to delete Your data. For example, We will retain certain personal information indefinitely for the purposes of maintaining Your account, unless and until You delete Your account. Data that We gather for a specific and particular purpose, such as assisting law enforcement or analyzing trends, will be kept for no longer than is necessary for that particular purpose. Data that is no longer needed by Us for any of the purposes listed above will be permanently deleted.

We will honor Your request to delete Your data, as described more fully below, unless We are required by law to retain access to the data. However, note that We cannot control the retention policies of third parties. If You wish to have any third parties, including those to whom We've transmitted Your data, delete that data, You will need to contact those third parties directly. You may request from Us a list of all third parties to whom We have transmitted Your data.

We may retain usage data (that is, data that is gathered by Our company or third-party analytics companies for the purpose of analyzing the use of Our website) as needed for internal analysis purposes. This type of data is usually retained for a shorter period of time than personal data, unless the data is necessary to improve the security or functionality of Our website or offerings, or We are legally obligated to retain the data for a longer period of time.

## **SECURITY OF YOUR INFORMATION**

We take all reasonable steps to protect Your personal data and keep Your information secure. We use recognized online secure payment systems and implement generally accepted standards of security to protect against personal data loss or misuse. However, no security measure is foolproof, and no method of data transmission can be guaranteed against interception or misuse. We cannot guarantee complete security of any information You transmit to Us.

By consent to this Privacy Policy, You acknowledge that Your personal data may be available, via the internet, around the world. We cannot prevent the use or misuse of Your data by other parties.

We will notify You promptly of any known breach of Our security systems or Your data which might expose You to serious risk.

## **CHILDREN**

This website or mobile app is not designed for use by children under age 16, and We do not knowingly solicit personal data from anyone under age 16. If You are under age 16, do not access or use Our website or related products or services. If You become aware that We have collected data of anyone under the age of 16, please contact Us so that We may delete that data.

## **SENSITIVE DATA**

We request that You do not submit any sensitive data to Us, via public postings, email correspondence with Us, or any other method, including social security number, health data, genetic data, or information related to Your ethnic origin, religious beliefs, or criminal history. If You do send Us this information, then by doing so You are consenting to Our use, storage, and processing of this information in accordance with this privacy policy.

## **YOUR RIGHTS**

You have certain rights with respect to Your personal data, as outlined below. Note that We may charge You a reasonable fee for actions that You ask Us to take with respect to Your data. In addition, We reserve the right to request that You provide Us with evidence of Your identity before We take any action with respect to the exercise of Your data rights. Further, Your rights may be restricted or nullified to the extent they conflict with Our compelling business interests, the public interest, or the law.

## **UPDATE ACCOUNT INFORMATION**

You have the right to update or change any information You have provided to Us. To update or delete Your information, please contact Us at [hello@jackiefoxphoto.com](mailto:hello@jackiefoxphoto.com)

## **CONFIRM PERSONAL DATA AND ITS USE**

You have the right to request that We confirm what data We hold about You, and for what purposes. You also have the right to confirmation of whether We process Your data or deliver Your data to third-party processors, and for what purposes. We will supply You with copies of Your personal data unless doing so would affect the rights and freedoms of others.

**Change Consent:** You have the right to change Your consent to Our use of Your information. In such cases, We may require You to delete Your account with Us, as described above, and You may not have full access to Our website.

**Request a Copy of Data:** You have the right to request a digital copy of the data that We hold about You. Your first request for a copy of Your personal data will be provided free of charge; subsequent requests will incur a reasonable fee.

**Transfer Your Data:** You have the right to request that We gather and transfer Your data to another controller, in a commonly used and machine readable format, unless doing so would cause Us an undue burden.

**Delete All Data:** You have the right to request that We delete all data that We hold about You, and We must delete such data without undue delay. There are exceptions to this right, such as when keeping Your data is required by law, is necessary to exercise the right of freedom of expression and information, is required for compliance with a legal obligation, or is necessary for the exercise or defense of legal claims. Such a request may result in a termination of Your account with Us and You may have limited or no use of Our website.

**Emails and Communications:** You may opt out of receiving future email correspondence from Us by checking the appropriate box when You register for the account or make a purchase. You may change Your communication settings by contacting Us at [hello@jackiefoxphoto.com](mailto:hello@jackiefoxphoto.com)

**Marketing Communications:** You may opt out of receiving any third-party marketing communications or having Your personal information used for marketing purposes. You may do this by contacting Us at [hello@jackiefoxphoto.com](mailto:hello@jackiefoxphoto.com)

**Processing:** You may, in some circumstances, restrict the processing of Your data, such as when You contest the accuracy of Your data or when You have objected to processing, pending the verification of that objection. When processing has been restricted, We will continue to store Your data but will not pass it on to third-party processors without Your consent, or as necessary to comply with legal obligations or protect Your rights or those of others or Our company. In addition, You may opt out of any processing of Your data altogether. Note, however that doing so may result in the termination of Your account and loss of access to Our website.

**Complaints:** If You are an EU resident, You have the right to complain to a supervising authority if You believe We are misusing Your data or have violated any of Your rights under this Privacy Policy or applicable law. You may do so in the EU member state in which You reside or have Your place of business or in which the alleged infringement took place. If You are located outside the EU, You may have rights under privacy laws in the jurisdiction where You live.

## **CALIFORNIA PRIVACY RIGHTS**

The State of California has established its own unique regulations that apply to California residents.

As of its effective date of January 1, 2020 We are also compliant with the California Consumer Privacy Act Of 2018, Cal. Civ. Code §§ 1798.100 Et Seq. (CCPA).

Any California resident may request, free of charge, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your California residency at the time of your request.

Any California resident has a right to request the personal data We have collected, or request deletion of the personal data We have collected, including but not limited to:

- Any personally identifying information, such as a real name, alias(es), mailing or resident address, IP address, email address, account name, biometrics, or any other data that could uniquely identify a California resident; and
- Commercial information, including products or services purchased, obtained, or considered, search history, interactions with Our website, or any other purchasing or browsing history of Our site and/or offer(s); and
- Site comments made publicly or privately; and
- Geolocation data; and
- Professional or employment-related information; and
- Education information.

We reserve the right to collect any of the above data on California residents and their households.

We **DO NOT** plan on selling your data. Regardless, any California resident can email us at **hello@jackiefoxphoto.com** to explicitly request to opt-out of any such sale of data.

California residents also have the option to request a full deletion of their account and any data We have collected and associated with them.

We agree to comply with any data request or deletion made pursuant to the CCPA in a reasonable timeframe, during normal business hours and excluding holidays or Our pre-scheduled time off.

## **NEWSLETTER PRIVACY**

We offer the opportunity for You to volunteer certain information to Us that is used for email and marketing purposes. This information includes, but is not limited to, Your name and email. You will have an opportunity to unsubscribe from any future communications via email, but We reserve the right to maintain a database of past email subscribers. We reserve the right to use this information as reasonably necessary in Our business and as provided by law. Your information will be shared with reasonably necessary parties for the ordinary course of

conducting Our business, such as through Facebook ads or Google Pay Per Click marketing campaigns. We do not ever sell Your information to third parties.

## **TERMS AND CONDITIONS OF USE**

Terms and Conditions of Use for Jackie Fox Photography

Last Updated on January 19, 2021

**NOTICE:** These Terms and Conditions of Use are legally binding. It is Your responsibility to read these Terms and Conditions of Use carefully prior to purchase, use, or access of any of Our products, including online courses.

### **GENERAL PROVISIONS**

This website is owned and operated by **Jackie Fox Photography a Vermont, USA** company. Our principal place of business is located at 1438 Spaulding Road, St. Johnsbury, VT.

You must be at least sixteen years of age to use Our website. Use of this website is at Your own risk. We host Our site on a reputable platform and take reasonable efforts to maintain and host the site. However, We make no explicit representations or warranties as to the safety of Your individual use of the website. The Terms and Conditions contained on this page are subject to change at any time.

### **TERMS OF SITE AND PRODUCT PURCHASER AGREEMENT**

All products are owned and provided by Jackie Fox Photography (“Company” or “We” or “Us” or “Our”). The term “You” or “Your” refers to any user or purchaser of said product(s) (the “Offering”). These Terms and Conditions of Use govern and define how You are allowed to use and access Company’s products. We reserve the right to update and change these Terms and Conditions of Use at any time, and will update them accordingly with the ‘date last updated’ at the top of this page.

You are legally bound to these Terms and Conditions of Use whether or not You have read them. If You do not agree with any of Our Terms and Conditions of Use, please email Us at [hello@jackiefoxphoto.com](mailto:hello@jackiefoxphoto.com) and We will make reasonable efforts to remove Your name, email, and access to Our Offering and website(s).

### **YOUR PRODUCT USE AND CONSENT**

When You purchased Our Offering, You were given a reasonable notice that these Terms and Conditions of Use existed. By moving forward with Your purchase of the Offering, You implicitly agreed and continue to agree to abide by these Terms and Conditions of Use, as well as any disclaimers and privacy disclosures contained in these Terms and Conditions of Use.

You agree You are at least 18 years old or of age in Your applicable jurisdiction to access the website. Access of Our website and related materials by a minor may be a violation of use, and We reserve the right to terminate Your access if such an issue is discovered.

### **INTELLECTUAL PROPERTY NOTICE**

All images, text, designs, graphics, trademarks, and service marks are owned by and property of **Jackie Fox Photography** or the properly attributed party. It is a violation of federal law to use any of Our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should We choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

You may NOT use Our intellectual property in any way, which includes republishing any text, image, design, or other property on another website, or posting a quote or image from Our site to any third-party website including social media. We have spent a great deal of time and money building the intellectual property located on this site and in order to maintain the integrity of it, We cannot allow any third party use.

### **YOUR MATERIALS AND CONTRIBUTIONS**

By submitting a comment, photo, video, review or other material(s) onto any website or platform owned or maintained by Us, including but not limited to third-party access sites, such as Our Facebook group(s) or online software platforms that We use to distribute Our Offering and related materials, You agree that We have a non-revocable, commercial license to re-publish Your submission in whole or in part unless You explicitly state that We may not do so with said submission. You have no right to privacy by accessing Our Offering or related materials, and We reserve the right to disclose Your participation in the same.

### **PRODUCT REVIEWS**

We may ask you to leave a rating and/or review of Your purchase. If You choose to write a review, you must comply with the following guidelines:

- You have used and/or accessed the product(s) sufficiently to speak with reasonable knowledge as to its effectiveness, value, aesthetics or utility; and
- You do not use any offensive language, such as profanity, hateful or racist speech; and
- Your submission does not discriminate on the basis of race, gender, religion, nationality, age or disability; and
- You have not used your purchase in an illegal way, or made any implied or express claims to the same; and
- You are not related to anyone who owns any part of Our site; and
- You are not claiming any false or misleading statements; and

- You are not affiliated with or working for any site or company we deem a competitor, at our sole discretion; and
- You do not organize a campaign encouraging others to leave reviews, whether good or bad, unless otherwise authorized to do so.

We reserve the right to accept or reject Your review at our sole discretion. Reviews are not Our opinions or beliefs. We do not assume any liability for any review or for any claim, issue, liability or loss resulting from any posted review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## **MODEL RELEASE**

You must own the copyright to any image(s) You use by default or voluntarily on Our platforms or in Our Offering or related materials. You grant Us a commercial license to any image(s) You submit to Us by default, such as a Facebook profile photo or other profile image You voluntarily provide in accessing the Offering, or voluntarily upon Our request. Such a default or voluntary release of Your image and likeness may be used for any reasonable future business use.

## **NOTIFICATION OF USE**

We are not obligated to notify You or anyone in photographs of Our publication or other use of any image or images You submit by default or voluntarily.

## **SECURITY AND ASSUMPTION OF RISK**

### **SECURITY**

It is Your responsibility to secure Your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of Use. We do not store any whole credit card numbers or payment information, and instead, these are processed through third-party processors such as Stripe or Paypal. By utilizing these payment processors to gain access to the Offering, You indemnify Us and instead assume any and all risk or liability for the security of the payment details, and agree to be bound by the third-party payment processor's applicable terms and conditions of use.

### **CONFIDENTIALITY**

You have no right to confidentiality unless otherwise explicitly stated, such as in a subsequent client agreement, or otherwise implicitly agreed upon as mandated by law or fiduciary duty.

### **ASSUMPTION OF RISK**

By accessing Our Offering and/or related materials, whether paid or unpaid, You assume all the risk of Your access and any subsequent actions You choose to take as a result of the influence, information, or educational materials provided to You.

### **YOUR COMMUNICATIONS**

Any communications made through Our 'contact', blog, blog comments, newsletter sign up, or other related pages, or directly to Our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on Our website, servers, comments, emails, or other media as allowed by The United States law, and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how We store and use Your communications or any data provided by You in those communications, please refer to Our Privacy Policy on this page.

We maintain a right to republish any submission in whole or in part as reasonably necessary in the course of Our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent, or otherwise harmful or inappropriate.

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## **EARNINGS DISCLAIMER**

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## **GENERAL DISCLAIMER**

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## **TECHNOLOGY DISCLAIMER**

We make reasonable efforts to provide You with modern, reliable technology, software, and platforms from which to access Our Offering(s) and related material(s). However, in the event of a technological failure, You accept and acknowledge Our lack of responsibility for said failure, and while We will make reasonable efforts to support You, some technological issues are far outside Our control and will require You to access support from a third-party provider, such as **Kajabi**.

## **ERRORS AND OMISSIONS**

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information in Our Offering(s). We are not liable for any inaccuracies, errors, or reliance on personal opinions contained in Our Offering(s) or related material(s).

## **INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF CLAIMS**

### **INDEMNIFICATION**

You agree at all times to indemnify and hold harmless Our Company, as well as any of Our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or related to Our Offering(s) .

### **LIMITATION OF LIABILITY**

We will not be held responsible or liable in any way for the information, products, or materials that You request or receive through or in relation to Our Offering(s). We do not assume liability for any third party conduct, accidents, delays, harm, or other detrimental or negative outcomes as a result of Your access of Our Offering(s) and related material(s).

### **AFFILIATES**

This site may use affiliate links to sell certain products or services. We disclaim any and all liability as a result of Your purchase through one of these links. We will use reasonable efforts to notify You when and where We have placed affiliate links in addition to this disclaimer located in

these Terms and Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

## **TERMINATION**

If at any time We feel You have violated these Terms and Conditions, then We shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Our sole discretion to allow any user's access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

## **FINANCIAL CONSIDERATIONS**

### **PURCHASES AND PAYMENT**

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- PayPal
- Stripe
- Shop
- Google Pay

You authorize Us to charge your chosen payment provider for the total amount stated on your checkout cart screen. You agree to abide by the terms and conditions of your card issuer agreement and any other applicable third party agreement that may affect your purchase with Us. You agree to provide current, accurate and complete details as requested to process your payment. If necessary, You agree to update your payment information in a timely manner so We can complete any outstanding orders and/or contact you as needed.

We reserve the right to change our prices at any time.

You agree to pay any applicable shipping and/or handling fees as stated on your checkout cart screen.

### **ERRORS OR MISTAKES IN PRICING**

We reserve the right to correct any errors or mistakes in pricing, even if we have already received payment. Any such changes will be conveyed in writing via email to notify You of Our correction and to allow You to take the most appropriate action in the event of such a correction or mistake.

## **RECURRING CHARGES**

If Your order contains a recurring charge, then You consent to allow Us to process your selected payment provider without requiring Your prior approval for each recurring charge, until You Cancel your recurring charge according to these terms and conditions.

## **CURRENCY**

All payments will be processed in **US Dollars (USD)**

## **TAXES**

Sales taxes will be applied to your order as required by law in either Your or Our local area(s).

## **ORDER REVERSAL OR CANCELLATION**

We reserve the right to refuse to fulfill any order placed on Our website, in part or in full, and will issue a refund accordingly. We reserve the right to limit or cancel quantities purchased by any given user or household at our sole discretion. We may restrict order quantities based on personal data provided by You, such as orders placed under the same customer account, orders placed on the same payment method, and/or orders that use the same billing and/or shipping address.

## **NO RESELLING OR DISTRIBUTION OF OUR PRODUCTS**

We expressly prohibit orders that, in Our sole discretion, appear to be placed in an attempt to resell Our products. We expressly prohibit orders placed by resellers, dealers, distributors or wholesalers and will ban Your access to Our site in any lawful way possible if we discover your prohibited use(s).

## **BACKORDERS AND SOLD OUT PRODUCTS**

Occasionally our inventory system fails to detect the actual quantity of our products available. If You make a purchase and we are unable to secure the quantity of items You requested, We will promptly contact you to let you know the new expected fulfillment date. If You do not wish to continue with your order, We will issue You a refund or store credit for the full purchase price of the sold out product(s), as indicated on your receipt.

## **SHIPPING AND INTERNATIONAL ORDERS**

Your order will arrive at the shipping speed You selected at checkout. We are not able to change your shipping speed once your order is placed.

Occasionally, Your items may arrive damaged from shipping. If this occurs, please contact Us at [hello@jackiefoxphoto.com](mailto:hello@jackiefoxphoto.com) and We will make every reasonable effort to fix the situation. Often, it is the carrier's fault and the best course of action in this instance is to contact the delivery service about their damage to Your order.

If You are not located in The United States You are considered an international purchaser. It is Your sole responsibility to pay any duties, taxes (including, but not limited to, GST and VAT) and customs fees. We will provide Your shipment with a commercial invoice as necessary by law.

## **REFUNDS AND RETURN POLICY**

We take Your purchase seriously, and expect the same level of respect for Our products, too.

Due to the nature of the services and/or products provided, refunds will not be given unless otherwise specified in writing.

After 30 days of outstanding payment, **Jackie Fox Photography** reserves the right to send You to collections, upon which You will owe the total amount of any outstanding payments plus any collection costs including reasonable attorney's fees.

## **CHARGEBACKS**

You agree to make every attempt to file a refund prior to attempting a chargeback with Your financial institution. In the event of a chargeback attempt, You expressly agree to forfeit any and all of Our promotions, discounts, bonuses, affiliate bonuses, or other materials afforded to You in exchange for Your original purchase of Our Offering. We reserve the right to present proof of Your access or acceptance of Your purchased product(s), and these Terms and Conditions of Use to the financial institution investigating the dispute.

## **DISPUTE RESOLUTION**

If You and Our Company cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then You explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action.

## **NON-DISPARAGEMENT**

If You are found to be slandering, libeling, or otherwise disparaging Our Company, Offering(s), or related materials at Our discretion, You will be immediately removed from the Offering(s) and

any related communications. We reserve the right to file a civil claim of action against You for any such damaging actions You take that materially harm Our Company.

## **ENTIRE AGREEMENT**

Before You register with Our website or make any purchases therefrom, You will be asked to consent to Our Privacy Policy. If You have consented, or once You do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

## **LAW AND JURISDICTION**

These Terms and Conditions of Use and Privacy Policy are governed by and construed in accordance with **The United States law**. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of **Vermont, USA**.

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## **ALL RIGHTS RESERVED**

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## **SEVERABILITY**

If any part of these Terms and Conditions of Use and Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

## **CONTACT INFORMATION**

Email: [hello@jackiefoxphoto.com](mailto:hello@jackiefoxphoto.com)