

# TERMS OF USE

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By purchasing any Product, you agree to be bound by these Terms, without any other conditions or declarations. If at any time you do not agree with these Terms or find them otherwise unacceptable, please discontinue use of DIVINE Likeness Photography’s Products immediately.

Understand that by using the Site, any Products, services or applications for which you submit payment or otherwise obtain through the Site, you warrant that you are at least 18 years of age and are otherwise legally able to enter into a valid contract.

## ***WHAT WE DO***

DIVINE Likeness Photography is a resource through which you may obtain Professional portraiture, high quality products, and professional services.

## ***PRIVACY POLICY***

DIVINE Likeness Photography permits you to control management of your personal information and invites you to read the complete statement of its current Privacy Policy available [here](#) which is incorporated herein by reference.

DIVINE Likeness Photography will only collect and otherwise access information you voluntarily provide via email or through other direct contact initiated by you. DIVINE Likeness Photography will not sell or otherwise distribute this information any other individual or entity, except its duly authorized agents, contractors, and other third parties that assist it in its business operations. DIVINE Likeness Photography is the sole manager of such information collected on the Site. DIVINE Likeness Photography will use such information to respond to you as necessary. You grant DIVINE Likeness Photography a worldwide, royalty-free, nonexclusive license to use, distribute, reproduce, modify, publish and translate this personal information solely as necessary to fulfill your request(s) or to enable your use of a particular Product or service, such as for shipping of Products.

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### ***CONTACT***

By using the Site and entering personal information, you give DIVINE Likeness Photography permission to contact you via email, telephone, and by any other method for which you include contact information to provide you with information regarding specials, new Products and services or changes to the terms of the privacy policy. Should you prefer not to be contacted by e-mail, please let DIVINE Likeness Photography know by emailing us at [Akeem.bethea@divinelikenessphotography.com](mailto:Akeem.bethea@divinelikenessphotography.com) and we will kindly refrain from doing so.

### ***RETURN/REFUND POLICY***

You acknowledge that all Products and materials are non-refundable and not returnable, under any circumstances. Due to the nature of digital downloads, it is not refundable. All sales are final.

### ***PAYMENT PLAN***

All monies paid are non-refundable. Once the payment has started, the payment plan cannot be cancelled. Products will be delivered once the payment is paid in full.

### ***SESSION CANCELLATION/RESCHEDULING***

You acknowledge that in the event that there is a Cancellation of the Assignment, DIVINE Likeness Photography will incur expenses and financial loss. Therefore, you agree to notify your contracted photographer of a Cancellation at least 72 hours prior to the expected Cancellation date in order to minimize DIVINE Likeness Photography's costs, expenses, and loss of income. Due to the custom assignment and inability of DIVINE Likeness Photography to perform other sessions during time reserved for Client, if we have received payment for a scheduled Assignment, Client will not be entitled to a refund if he or she cancels the Assignment. DIVINE Likeness Photography will reschedule your session at their next available appointment time. Session that was paid is transferrable to the same area of type of session. Only one attempt of

rescheduling allowed. There will be an \$20 fee for second time rescheduling unless DIVINE Likeness Photography is the one changing the session date.

### ***NO WARRANTIES***

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## PRIVACY NOTICE

This privacy notice discloses the privacy practices for DIVINE Likeness Photography. This privacy notice applies solely to information collected by this website. It will notify you of the following:

1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

### Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect

information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

We use also use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

#### Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

#### ***SECURITY***

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

#### ***GOVERNING LAW; VENUE***

These Terms shall be construed in accordance with, and governed in all respects by, the laws of FLORIDA. Any dispute between the parties concerning this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts for Seminole County, Florida. DIVINE Likeness Photography reserves the right to change or modify these Terms at any time without notice to You. Again, it is your responsibility to review these Terms prior to use and periodically throughout your use of DIVINE Likeness Photography's Products, Materials and services.

Any questions regarding the above Terms may be directed to:

[Akeem.bethea@divinelikenessphotography.com](mailto:Akeem.bethea@divinelikenessphotography.com)

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