

IONNA PHOTOGRAPHY & IMAGING, LLC STATEMENT OF TERMS & CONDITIONS

To continue, please read and accept the following Terms & Conditions (hereinafter “Terms”) of utilizing this website and entering a contract for services with Ionna Photography & Imaging (hereinafter “Ionna”). By clicking the box, you acknowledge that you accept the terms and conditions set forth herein.

TERMS

1. “Ionna” shall mean all photographers, face painters, developers, assistants and other artistic and creative workers associated with Ionna.
2. “Client” shall mean any individual doing business with Ionna for personal services for self or others or an individual procuring services for another individual or business entity.
3. “Contract Agreement” or “Contract” shall mean the written agreement between Ionna and Client.
4. “Facebook, Instagram, Google & LinkedIn” refer to social media outlets where Ionna has a free or premium account. The social media named are all publically known companies and are assumed to be registered & trademarked by their respective owners. Use of social media names and/or logos are with the intent as permitted by the respective Terms & Conditions of each social media outlet.
5. “Virtual Link” shall mean any non face-to-face contact and includes internet, hyperlinks, telecommunication, digital enhancement, VOIP, Cloud or other like data transmission used to communicate between Ionna and Client.
6. “Business Dealings” shall mean transactions between the parties to constitute a legally binding contract for performance of services.
7. “Business Relationship” shall mean a legally enforceable relationship where mutual promises for valuable consideration have been made relating to services rendered or to be rendered and fees received or to be received.
8. “Fees” shall mean those monetary payments made or to be made for services rendered or to be rendered.
9. “Contact” shall mean any telephonic, message or internet communication between Ionna and Client unless the meaning of contact is expanded in the context in which it is used.
10. “Eye of the Photographer” shall mean the artistic interpretation as seen through the lens of the photographer and is purely subjective.

CONDITIONS

Headings

1. Headings are used for convenience and ease of understanding but should not be construed as legal markings or as a part of these Terms & Conditions.

Website

1. The publishing of this website does not constitute waiver of choice of law, personal jurisdiction or venue and forum.
2. Ionna leases its website but owns the images, artistry and other intellectual and artistic property on it.

3. The images, artistry and such like may not be reproduced by any means including screenshots and digital or traditional photography, in whole or in part, for any purpose without the express written consent of Ionna.

Ionna Photography & Imaging

1. Ionna Photograpy & Imaging is a registered business name and the stylized mark is meant to be the servicemark associated with the same.
2. Any use of Ionna Photography & Imaging without express written permission is expressly prohibited by law.
3. Use without permission is punishable by law.

Contract for Services

1. Client understands that there is no business relationship with Ionna until a Contract is signed and Fees are paid per the Contract Agreement.
2. Client understands that making Contact with Ionna, whether made through this website, email, phone or other virtual link which includes social media such as Facebook, Instagram, Google & LinkedIn and other such social media sites, is not a contractual obligation nor is it considered business dealings for the purposes of securing a session or arrangement until a signed contract and payment is received by Ionna .
3. Contracts signed with appropriate fees submitted to Ionna will be good for 90 days from the date of the contract. In the event that Ionna cannot perform due to illness, weather, or other unforeseeable circumstance within 90 days the contract may be reformed by signing another contract or the Client will be entitled to a full and total refund with no further obligations by Ionna.
4. In the event that Client is unavailable for a particular session scheduled due to illness, weather or other unforeseeable circumstance, Client has the right to decide between a full refund or a re-scheduling of the session. If Client fails to appear at the re-scheduled session, and it has been 90 days or more, Ionna shall refund Client Fees and the Contract shall be terminated upon such refund.
5. Ionna reserves the right to refuse to Contract with anyone for any reason, under applicable laws, at Ionna's discretion.

Events & Personal Services

1. Contracting with Ionna for events such as weddings, graduations, ceremonies, birthdays and other such special occasions are done at the Client's own risk.
2. Contracting with Ionna for individual portraits/photos shall be at the Client's own risk except where there is a guarantee for services in writing between the parties.
3. Ionna does its best to meet all the requests of the Client however, Client explicitly acknowledges and agrees that Ionna is not responsible for any perceived or actual damages for failing to execute ambiguous or unclear instructions or last-minute changes to pre-arrangements regarding a photo shoot, face painting or other service to be rendered.
4. Pre-arrangements shall include settings, people, places, times, objects and locations. Verbal arrangements shall not be effective unless such arrangement is in writing and made part of the agreement.

Arbitration & Mediation

1. Client agrees that in the event of a conflict or disagreement that Alternative Dispute Resolution (hereinafter "ADR") methods, namely arbitration or mediation as chosen by the parties shall be

utilized and that such rulings, findings of fact and agreements made in such a forum shall be binding on the parties. Each party agrees to pay their own costs and attorney fees associated with ADR.

2. Such findings of fact, rulings and agreements made in an ADR forum shall become a part of the business records of Ionna.

Disclaimer

1. Client understands that Ionna is a company of artists and as such, artistic expression may conflict with Client's expectations. Such artistic disagreement does not negate contractual obligations of Client and client explicitly waives any right to sue based on expressive disagreement.
2. Client explicitly acknowledges that use of the Ionna website is for marketing and advertising purposes and therefore represents the best work of Ionna. Client therefore acknowledges that results vary and that Client releases Ionna for any liability or wrongdoing for any perceived artistic flaws.
3. Ionna represents that at any time it may operate as a sole photographer but is operating under the laws of the State of Missouri as a Limited Liability Company (hereinafter "LLC") and all business dealings are under the LLC and not as a sole proprietor.
4. Arrion Abernathy shall not incur personal liability for any issue arising from any contract with Ionna.
5. All guarantees are by Ionna Photography & Imaging, LLC; Arrion Abernathy does not personally guarantee anything.
6. Ionna does not guarantee results published on the website will be the same for every Client nor should they be relied on for any actual result of hiring Ionna.
7. Client understands that they are hiring Ionna as an artist and that results are based on the Eye of the Photographer.
8. Client shall have the right to choose from the photos pre-chosen by the photographer.

Copyright

1. Ionna Photography retains all copyrights to photographs and other artistic work although a limited release is given to Client for purposes of printing or other lawful use as designated.
2. In the event Ionna Photography gives a full copyright release, the release is to the Client in accord with applicable copyright laws and limitations. However, Ionna retains the right to use the images or other artistic work for marketing and advertising its services on its own website, in print and on social media sites at its discretion without permission from Client.

Choice of Law

1. The laws that shall govern the transactions, interactions, and business dealings between Ionna and Client shall be construed under the laws of the State of Missouri whether such business dealings are within or without the contiguous United States or within or without the State of Missouri or international including the Countries, States and Territories in which laws conflict with those of the State of Missouri.
2. If the laws of another State, Territory or Country conflict with those of the State of Missouri, Ionna explicitly retains all rights as a protected United States entity and an entity of the State of Missouri.

Personal Jurisdiction

1. If Client outside the State of Missouri should Contract with Ionna, the Client acknowledges that this Contract shall constitute minimum contacts with the State of Missouri and that Missouri has personal jurisdiction over the Client.

Venue & Forum

1. These Terms shall be construed under the laws of the State of Missouri regardless to the State in which an actionable cause occurs.
2. By agreeing to these Terms & Conditions, you agree to Missouri as the venue and forum for any action. Further, you agree to be bound and to travel, at your own expense for any docket, hearing or other matter before a Court of competent jurisdiction in the State of Missouri arising out of any matter between Client and Ionna and that Ionna shall not be liable for costs, fees or actual or perceived damages arising from such travel.

Severability

In the event that any provision of this Agreement should be held invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired and this Agreement shall continue in full force and effect without such invalid, illegal or unenforceable provision. If the invalid, illegal or unenforceable provision is severed and that provision was an integral part of the Terms herein set forth, the Contract Agreement shall prevail as the governing agreement between the parties in addition to the remaining provisions not so severed.

Copyright of Terms & Conditions

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For a tailored *Statement of Terms & Conditions* for your business or website, contact 816-585-1559 or andrea.dorch@gmail.com with your request.