Frames/Canvas Collection Terms of Sale

Thank you for shopping at Tamieka Smith Photography. 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. The website resides at: http://www.tamiekasmithphotography.com

Copyrights and Trademarks

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Disclaimer and Limitation of Liability

Unless otherwise noted, because of the custom nature of the transaction, and the prevalence of illegal reproduction facilities, products sold by Tamieka Smith Photography on tamiekasmithphotography.com are non-refundable. Replacement items for damage in shipping or misidentified images will be honored within a 10 day return policy. Tamieka Smith Photography makes no representations or warranties, either express or implied, of any kind with respect to products sold on this site. Tamieka Smith 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 Tamieka Smith Photography arising from any product sold on this website shall be the price of the product ordered. In no event shall Tamieka Smith Photography, its officers, employees or other representatives be liable for special, indirect, consequential, or punitive damages related to products sold. You agree that Tamieka Smith Photography, its officers, employees or other representatives shall not be liable for damages arising from the operation, content or use of tamiekasmithphotography.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.

Order Acceptance Policy

Your submission of an order and/or receipt of an order confirmation automated or otherwise does not signify my acceptance of such order. Tamieka Smith Photography reserves the right to cancel any order

that I deem necessary, at our sole discretion, regardless of the order status or whether you have received a confirmation of the order. We reserve the right to require additional information from you before accepting or processing any order.

Return Policy

Unless otherwise noted, because of the custom nature of the transaction, and the prevalence of illegal reproduction facilities, products sold by Tamieka Smith Photography on tamiekasmithphotography.com are non-refundable. Replacement items for damage in shipping 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.
- Tamieka Smith 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.

Unauthorized Returns

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.

Sales Policy Agreement

By placing an order at Tamieka Smith Photography, a customer has agreed to the terms and conditions of the sale as indicated on this website. By placing an order with Tamieka Smith Photography, a customer has agreed to the total dollar amount of the sale, and authorized Tamieka Smith Photography to collect payment via the payment method the customer specified. Tamieka Smith Photography reserves the right to make changes to this site and these terms and conditions at any time. ** **NOTE**: Tamieka Smith Photography attempts to be as accurate as possible in our content and pricing. However, we cannot guarantee that the product descriptions/specifications, pricing or any other content on the site is accurate, complete, or current. In the event that a product is listed at an incorrect price due to typographical, photography shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Tamieka Smith Photography does not rent, trade, loan, or sell your personal information, or any other information which may identify you, to third parties. We are committed to protecting our customers' privacy. The information we collect is used to process your order and to enhance your shopping experience.

Your Personal Information

When you place an order, you provide us with your name, email address, credit card information, address, and phone number. We use this information to process your order. The financial information (credit card number, expiration date, billing address, etc.) that we collect from you is used for billing purposes only.

If you have any questions about this term of sale, Tamieka Smith Photography practices, or your business with Tamieka Smith Photography, please contact Tamieka Smith by calling 310-529-5437 or email <u>tamieka@tamiekasmithphotography.com</u>. Please check back occasionally for any updates or changes to my Terms of Sale policy.