



Website Terms and Conditions

Effective Date: 28/08/2021

Welcome to jdpv.com.au

This Site is owned and operated by Lorima Holdings Pty Ltd trading as Jonathan Dade Photo Video (referred to in these terms as JDPV, “we”, “us”, and “our”). Please take the time to read the terms of use that are applicable to your use and enjoyment of this Site and the content made available to you via this Site and our social media channels (“Terms”). These Terms together with our Privacy Policy apply to all Site visitors, subscribers, customers, and all other users of the Site (“user”, “you” and “your”).

CONSENT TO SITE TERMS

By accessing and using this Site, our social media channels and any other materials made available to you or provided to you on this Site, whether made available for purchase or not, you are taken to accept our Terms.

NO MINORS

By using the Site, accessing or purchasing any products or services, you warrant that:

- a. you are over 18 years of age and have the legal capacity to enter into a legally binding contract;
- b. have read and accepted these Terms; and
- c. will comply with these Terms.

CHANGES TO THESE TERMS

We reserve the right to change or modify these Terms at any time consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date we post the revised version on this Site. It is your responsibility to review these Terms prior to use and periodically throughout your use of our Site and services. If at any time you choose not to accept these Terms, you should not use this Site.

By remaining on this Site and your continued use of this Site is deemed acceptance of any modifications or amendment of these Terms. You may also accept these terms where you click “Agree” or “Accept” or “Buy” or “Book” where such an option is made available to you during your use of the Site. If you’re uncertain about the Terms or anything else on our Site, please don’t hesitate to contact us before completing any purchase.

INTELLECTUAL PROPERTY

The Site, products and services contain intellectual property owned by us and/or by third-parties that license the content to us (“Third-Party Licensed Intellectual Property”), including, without limitation, trademarks, copyrights, proprietary information, designs, patents and other intellectual property rights, as well as the business name, logo, images, all designs, text, videos, audio files, graphics, other files

and software (“Content”). Your use of the Site, the products and/or the services and access to any content does not grant or transfer any rights, title or interest to you in relation to this Site, the products and/or services or the content.

No Commercial Use

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever the Site, the products and/or services or the Content, our Intellectual Property and Third-Party Licensed Intellectual Property in whole or in part without our prior written consent. We reserve the right to immediately remove your access to our Site, products and services, Content, without refund, if you are found to be violating these Terms.

Free or paid content

Where you download or purchase our digital products (including checklists, guides, ebooks, workbooks, video or audio content) (Digital Products) you are granted a non-exclusive, non-transferable, limited licence to access and use the Digital Products for your own personal use. You may not assign or transfer the Digital Products to any other person without Our express written consent. We reserve the right, in our sole discretion, to accept or refuse to provide the products and/or services to you at any time for any reason.

Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, sell, create derivative works of, enhance or in any way exploit any of the Digital Products in any manner whatsoever except as authorised by us.

LINKS TO OTHER WEBSITES

Our Site and social media channels may have links to other sites operated by third parties. Unless we expressly tell you otherwise, we do not in any way, endorse, control or approve of and nor are we responsible for the content on those websites. It’s up to you to decide if those websites and their content work for you, and we recommend that you investigate and do your homework to find that out.

PRIVACY

These Terms also include our Privacy Policy which sets out how we use your personal information, which can be accessed here. <https://www.jdpv.com.au/services> By using this Site, you consent to the processing described in the Privacy Policy and warrant that all data provided by you is accurate.

CREATING AN ACCOUNT

To place orders and access some features of the Site, you may have to register an account. This means you’ll have to give us accurate information including your name, your business name, address, a valid email address and telephone number and you must be at least 18 years old. You warrant that any information you provide during the account set up process is accurate and correct at the time you provide the information and that you’ll update information should there be any changes to the information provided. You’ll be solely responsible for the activity that occurs on your account (including orders placed on your account) so keep your account password secure.

We reserve the right to suspend or cancel your account at any time, at our sole discretion, if you breach any provision of the Terms or applicable law or where your conduct impacts our reputation.

DIGITAL PRODUCTS

Upon purchase of a downloadable product from this Site, you will receive an email with a link to complete the purchase of your product including, where applicable, a direct download for your product.

Products may be available on this Site without a need to purchase or download them. You agree and accept full responsibility and risk for downloading and using these products. You agree that you will indemnify and hold harmless, Jonathan Dade Photo Video and all our related entities and personnel, against liability for any harm or loss caused by the downloading and use of these products.

You agree that it is your responsibility to ensure that you have the appropriate programs and hardware available to access and use the downloadable products and that this is not a reason for which we can offer a refund.

REFUNDS FOR ONLINE DIGITAL PRODUCTS

Due to the nature of digital products, any orders received and processed by us for digital products available to be purchased online, has a strict NO REFUND/RETURN/EXCHANGE POLICY. Where we send the wrong digital product we will send you the correct digital product and where the link provided to download is not working, we will send you the digital product directly or via a revised link at no extra cost.

PRICES AND PAYMENT

All prices are in Australian Dollars (AUD) and are inclusive of any Australian Goods and Services Tax (GST) (as applicable). The prices indicated on the Site may change at any time without advance notice to you. If you've purchased one of our programs, courses, or other products and/or services, it will be charged at the price in force at the time a customer's order is validated.

We reserve the right at any time to modify or discontinue the program, course, product and/or service without notice at any time. We shall not be liable to you, or to a third-party for any modification, price change, suspension or discontinuance of the program, course, product and/or service.

We may from time to time provide discounted products and / or services. You may only use one discount code with each purchase. We reserve the right to reject or cancel any orders where you add more than one discount code. We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Discount codes and/or vouchers cannot be used in conjunction with any other offer or promotion.

We offer visitors who want to purchase from our Site the option to pay for the products and / or services by credit card or such other method of payment as notified by us from time to time. You acknowledge and agree to make timely and full payments to us for the products and/or services purchased. Where you use a credit card, you warrant that you have the necessary rights and authority to use that credit card. You authorise us to automatically charge the credit card on file for any and all payment balances owed and agree to keep all billing information current at all times. Where you fail to make payment or payment is declined for any reason, we may revoke your access to the products.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You acknowledge and agree that you will be bound by any affirmation, acceptance or agreement that is transmitted through this Site, including but not limited to any consent you provide to receive communications from us solely by means of electronic transmission. You further acknowledge and

agree that when you click on or tick “I agree”, “I consent”, or other similarly worded click or tick options by electronic means using an electronic device such as your mobile phone, tablet, desktop, laptop or any other computer device capable of allowing you to click or tick, your agreement and/or consent will be legally binding and enforceable and will be deemed to be as effective as if you had written your signature by hand.

INFORMATION AND ADVICE

Our Site may have articles and content that is of a general nature and is not intended to constitute or replace professional advice for individual or specific situations and does not take into account your specific needs or circumstances. The information contained on the Site is not a substitute for obtaining advice specific to your circumstances from a qualified professional. We do not accept responsibility for determining whether our products and/or services are appropriate for you, We reserve the right to deny service and refund the cost of that product and/or service for any reason including where we believe that the product and/or service would be dangerous or would not be appropriate for you, or we believe that further professional advice should be sought.

We do our best to ensure that the colours of any products are accurately displayed, please note, that on occasion the colour on our Site may seem different, depending on the device you use this can be for a number of reasons which are outside of our reasonable control, and may not accurately reflect the colour of the product.

By referencing or referring to anything on our Site including products or services, programs, courses, any processes or other information, this does not constitute or imply our endorsement, sponsorship or recommendation in any way.

EVENTS

We may, from time to time, run events. You consent that we may capture (including by photograph or video) any participation in any type of event that may be run by us. You acknowledge and agree that we have the ability to use content captured at these events in our Sole discretion, including to advertise or promote the business.

You may be required to specifically sign a waiver or consent form to acknowledge your acceptance of these terms and that may be required to agree to other Additional Terms in order to participate in the event.

SUBMITTING CONTENT TO SITE AND SOCIAL MEDIA

We always appreciate interaction on our social media channels and feedback about our Site, products and services, as it helps us to improve our Site and our products and services. Through the use of this Site, you may be invited to submit a review, you can also comment on our blog or other parts of our Site or interact with us via our social media channels. We love to hear from you!

Where you do decide to submit such feedback or comments, you represent and warrant that:

- a. you are the sole author and owner of the intellectual property and any other rights in that content (or have the right to use that content with appropriate consents and permissions);
- b. give us permission to post or otherwise use that feedback on our social media or other channels;
- c. you waive any and all existing and future moral rights (as defined in the Copyright Act 1968(Cth) in the content you provide us;
- d. the content does not violate these Terms; and

- e. you are at least 18 years old.

We reserve the right to remove a review or comment if such review or comment contains:

- a. libelous or otherwise unlawful, abusive or obscene material;
- b. attacks our employees or another contributor;
- c. contains material that discloses your personal information; or
- d. is unrelated to the post or content to which you have reviewed or commented on.

Our Site and social media channels may feature user reviews of the products and/or services as well as blogs by guest bloggers, these reviews and content of the guest blogs in no way represent the views or opinions JDPV or its owners, shareholders, employees or others, but are the sole product of its creator. We disclaim all liability with respect to any content submitted by the user or guest blogger.

COMPETITIONS

We may from time to time run competitions through this Site and / or through our social media channels. Your participation in those competitions is subject to these Terms and any terms and conditions that are specific to each competition. The laws of Victoria will govern all competitions run by us.

TESTIMONIALS

On our Site we present real life examples and insights of other people's experiences for illustration purposes only and any results personally achieved are due to the individuals themselves. These testimonials show users what can be possible but are not intended to represent or guarantee that any current or future users of our programs, courses, products and/or services will achieve the same or similar results.

PROHIBITED USE

In addition to any other prohibitions, you must not, under any circumstances use the Site or its content:

- a. for any unlawful purpose;
- b. to solicit others to perform or participate in any unlawful acts;
- c. to violate any international, federal, or state regulations, rules, laws, or local ordinances;
- d. attempt to change, remove, deface, hack or otherwise interfere with this Site or any material or content displaced on the Site;
- e. hack into any aspect of the Service; corrupt data; cause annoyance to other users;
- f. infringe upon the rights of any other person's proprietary rights;
- g. send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- h. attempt to affect the performance or functionality of any computer facilities of or accessed through this Site.

WARRANTIES AND DISCLAIMERS

This Site is provided on an "as is" and "as available" basis and to the fullest extent permitted by law we make no representations or warranties about our Site and / or the products or services including that:

- a. they are suitable, reliable, complete, secure, accurate or fit for any particular purpose;
- b. access will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm; or
- c. there is no possibility of failure to store communications or other data.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable laws, in no event are we, any of our subsidiaries, or any of their shareholders, directors, officers, employees or licensors responsible for any losses and expenses, however arising, including without limitation, any direct, indirect and/or present, unascertained, future or contingent, loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of our Site and /or our products or services, your inability to access our Site, interruption or outage of our Site or the fact that content on our Site or in our services is inaccurate, incomplete or out of date. Our liability for any breach of a condition or warranty under these Terms shall be limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

OUR RIGHT TO BE INDEMNIFIED BY YOU

To the fullest extent permitted by applicable laws, you agree to indemnify, and hold us and our related entities, affiliates, and our and their respective officers, agents and employees harmless from any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of your use of this Site in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set out in these Terms or your breach of any law or the rights of a third party.

ADDITIONAL TERMS

Where you have selected to enter into a further agreement, relationship or contract with us beyond this Site, including by purchasing products or services which require this, we will issue you with Additional Terms. These Additional Terms together with these Terms will form the agreement between the parties (Agreement).

PHOTOSHOOTS

Images and Files

Images and any files supplied to a client who has purchased our products and/or services are individually reviewed and checked. Images and files are provided on digital media or shared (upon request) to a cloud based file service. The files can be read on a windows or MAC system. Where you require files other than JPEG, you must place a request in writing. Additional costs may apply for RAW files.

Copyright and usage licence for Images and Files

We supply images and files on the basis that the license is for limited commercial or personal use on the terms set out in these Terms or where you have purchased a package and/or service, on the terms and conditions we provide you for signing prior to any products or services being provided. Copyright at all times remains with JDPV. Our images and files are protected by copyright and must not under any circumstances, be provided to any third party without the prior written permission of JDPV. Transfer of copyright or license to use outside of the terms agreed is subject to further agreement. On payment in full, the client will have the right to use the images and files as specified in the terms and conditions entered into.

Booking Fee

A booking fee of 50% of the total costs will secure the date, time and services of JDPV for the photoshoot and is non-refundable and non-transferable in the event of a cancellation.

Bookings are only secured once a deposit is paid, under no circumstances are we responsible or liable for any internet connection issues or due to an error on your part in submitting the booking form or for any other reason outside our control which has resulted in your booking not being received. If you have any doubts or you have not received a confirmation email from us, please email us at jonathan@jdpv.com.au to confirm your booking has been secured and that the information supplied by you is correct.

Payments

Following payment of the booking fee, the balance of the payment is due 10 business days prior to the shoot date. You may incur additional charges for late payment.

Where you have purchased one of our packages or services, you are responsible for all payments including expenses incurred up to the time of cancellation, including any deposit paid.

Cancellations

If you have failed to turn up or cannot make your photoshoot for some other reason, we are under no obligation to reschedule and your booking time and booking fee will be forfeited. All booking times must be strictly adhered to, when we accept a booking from you, we are turning away other customers for that time slot.

If notice of cancellation is less than 10 business days before the shoot date, you will be charged 100% of the amount of the package or service. You may also be charged for any additional expenses incurred by us. Additional cancellation terms may apply as specified in the proposal and the terms and conditions entered into.

We reserve the right in our absolute discretion, to postpone, reschedule or cancel a photoshoot. Where we have postponed or rescheduled, we will ensure that it is at a time that suits both parties. Where we have cancelled and not rescheduled, we will refund your booking fee.

Editing

All images will be adjusted for exposure, sharpness, brightness, contrast etc, however, creative expression and direction is at the absolute discretion of JDPV and you will have engaged JPDV specifically for the style JDPV is recognised for. Please do not engage our services if you do not like the style we are recognised for as can be seen on this Site.

Purchase of our images are final without the ability for any additional editing after delivery. However, we want you to be super stoked with your images, so if for some reason you are unhappy with the images, please feel free to contact us at jonathan@jdpv.com.au and tell us why you are unhappy and if at all possible, we will do our level best to assist you within reason.

Additional hours and expenses

Any hours worked in excess of the time set out in the package or service you have chosen will be charged at the hourly rate specified in our proposal and as agreed in the terms and conditions you enter into with us. Any expenses we incur will be identified in the proposal and the additional terms and conditions we submit to you.

Delivery of images

Timing of delivery of digital files will be as specified in the proposal, our terms and conditions and as applicable to the type of package and/or service you have selected.

Refunds for Photoshoots

Refunds will not be provided for a purchase of our custom packages or services, except in the limited circumstances where we have had to cancel a photoshoot and cannot reschedule or we have rescheduled but with a substitute photographer and you have notified us within 3 business days that you do not wish to use the services of the substitute photographer.

Model and Property Release

You have an obligation to ensure any model and/or property releases required are completed and provided to us prior to the shoot.

Custom payment plans

We want you to have the best experience with JDPV and we can tailor our packages and/or services to your particular needs, and can in certain circumstances, on a case by case basis agree custom payment plans, please contact us at jonathan@jdpv.com.au for any questions.

BREACH AND TERMINATION

The agreement constituted between us by your use of the Site may be terminated:

- a. where you breach any provision of these Terms; or
- b. at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, and you will no longer be authorised to access the Site.

SEVERABILITY

If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

CEASING OUR WEBSITE

We have the right to discontinue this Site. If we decide to do this, it can be at any time and may be without notice to you. We may also exclude any person from using our Site, at any time and at our sole discretion. We will not be responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

ASSIGNMENT

We are permitted to assign, transfer and subcontract our rights and/or obligations under these Terms without any notification or consent required. However, you are not permitted to assign, transfer or subcontract your rights and/or obligations under these Terms.

ENTIRE AGREEMENT

These Terms (together with our Privacy Policy, Additional Terms and disclaimers) contained on this Site, constitute the entire understanding and agreement between us and you, in relation to your use of this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, respect to this Site and your use of this Site.

GOVERNING LAW AND JURISDICTION

All Terms shall be construed in accordance with and governed in all respects by the laws of the State of Victoria, Australia. In relation to any dispute, we ask that you contact us in the first instance so that both

parties can, acting in good faith, resolve the dispute to our mutual satisfaction as quickly, cost effectively and efficiently as possible. Where a dispute cannot be resolved, you agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia.