

## **TERMS AND CONDITIONS**

These terms and conditions ( the “Terms and Conditions “) govern the use of **www.vincekehrnphotography.com** (the “Site”). This Site is owned and operated by Vince Kehn. This site offers photography services and products.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### Intellectual Property

All content published and made available on our Site is the property of Vince Kehn and the Site’s creator. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### Sales of Goods and Services

These Terms and Conditions govern the sale of goods and services available on our site.

The following services are available on our Site:

- Photography Services.

The following goods are available on our Site:

- Photography Prints on various mediums.

The services will be paid for in full upon completion of the service.

These Terms and Conditions apply to all goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### Payments

We accept the following payment methods on our Site:

- Credit Card
- PayPal

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

#### Consumer Protection Law

Where the *Business Protection Practice and Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

#### Limitation of Liability

Vince Kehn and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of this site.

#### Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Vince Kehn and our directors, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of this Site or your violation of these Terms and Conditions.

#### Applicable Law

These Terms and Conditions are governed by the laws of the Province of British Columbia.

#### Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

## Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect our users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

## Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

1-250-287-6742

**[vitalightphoto@gmail.com](mailto:vitalightphoto@gmail.com)**

You can also contact us through the Contact form available on our Site.

Effective Date: February 08, 2024