

# TERMS & CONDITIONS

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## General Terms

By accessing and placing an order with Photoshoot by Kseniia, you confirm that you agree to and are bound by the Terms and Conditions (T&C) outlined below. These T&C apply to the entire website, any email communications, and other forms of interaction between you and Photoshoot by Kseniia. By booking a photoshoot, you explicitly agree to these terms and acknowledge that any subsequent changes to the T&C will be applicable to future bookings, even if no notification is given.

Under no circumstances shall Photoshoot by Kseniia be liable for any direct, indirect, special, incidental, or consequential damages, including but not limited to loss of data, profit, or opportunity, arising out of the use or inability to use the materials provided on the website or any other platform associated with Photoshoot by Kseniia, even if the possibility of such damages was brought to the attention of Photoshoot by Kseniia or an authorized representative.

If your use of our materials results in the need for service, repair, or correction of equipment or data, you assume full responsibility for any costs incurred. We reserve the right to change our prices or revise our policies at any time. By continuing to use our services, you agree to be bound by these updated terms.

## License

Photoshoot by Kseniia grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the website strictly in accordance with the terms of this Agreement.

These Terms & Conditions are a contract between you and Photographer Kseniia Vasileva (referred to in these Terms & Conditions as "Photoshoot by Kseniia", "us", "we" or "our"), the provider of the Photoshoot by Kseniia website (vaksvision.com) and the services accessible from the Photoshoot by Kseniia website (which are collectively referred to in these Terms & Conditions as the "Photoshoot by Kseniia Service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Photoshoot by Kseniia Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

## Definitions and key terms

To help explain things as clearly as possible in this Terms & Conditions, every time any of these terms are referenced, are strictly defined as:

- **Cookie:** small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
- **Company:** when this terms mention "Company," "we," "us," or "our," it refers to Vasileva Kseniia, (via Privata Pandino), that is responsible for your information under this Terms & Conditions.
- **Country:** where Photoshoot by Kseniia or the owners/founders of Photoshoot by Kseniia are based, in this case is Italy

- Device: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Photoshoot by Kseniia and use the services.
- Service: refers to the service provided by Photoshoot by Kseniia as described in the relative terms (if available) and on this platform.
- Third-party service: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- Website: Photoshoot by Kseniia's site, which can be accessed via this URL: <https://vaksvision.com/>
- You: a person or entity that is registered with Photoshoot by Kseniia to use the Services.

This Terms & Conditions were created with [Termify](#).

## Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the website or make the platform available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the website.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Photoshoot by Kseniia or its affiliates, partners, suppliers or the licensors of the website.

## Payment and Booking policy

Upon confirming your booking with Photoshoot by Kseniia, you agree to pay all applicable fees and charges associated with the Service, in accordance with the fees, charges, and billing terms that are in effect at the time each payment is due. By providing your credit card information, you authorize Photoshoot by Kseniia to verify the details immediately and charge your account for any outstanding fees and charges.

Photoshoot by Kseniia reserves the right to modify its pricing and billing methods at any time, either by posting updates on our website or by notifying you via email or other appropriate means of communication. You are responsible for any attorney's fees, court costs, or other expenses incurred in the process of collecting unpaid, undisputed amounts.

A contract between you and Photoshoot by Kseniia will only be established once your order is confirmed by Photoshoot by Kseniia through a confirmatory email, SMS/MMS message, or another appropriate form of communication. You are also responsible for any third-party fees incurred while using the Service. We accept a variety of payment methods, including PayPal, credit cards, and major European providers.

## Third-Party Payment Systems

Payments for services at Photoshoot by Kseniia are processed through trusted third-party payment providers (e.g., PayPal, Stripe, and credit card processors). By submitting your payment information, you acknowledge and agree that Photoshoot by Kseniia is not responsible for any issues related to third-party payment processing, including transaction failures or payment disputes. These third-party services are governed by their own terms and conditions and privacy policies, and Photoshoot by Kseniia encourages you to review these before making any payments. Please note that Photoshoot by Kseniia does not store or directly process any of your payment information; all payment details are securely handled by our third-party payment providers.

## Cancellation and Rescheduling Policy

Free cancellation and rescheduling are only available if you submit a cancellation or rescheduling request at least 48 hours (2 full days) before the scheduled photoshoot date.

If the cancellation or rescheduling request is submitted less than 48 hours before the photoshoot, the amount paid for the service will be retained.

All cancellations and rescheduling requests are subject to approval by Photoshoot by Kseniia, and new dates and times will depend on availability. If rescheduling is not possible, payments will be retained according to the cancellation policy. The main thing to remember is that by placing an order or making a purchase at Photoshoot by Kseniia, you agree to the terms along with Photoshoot by Kseniia's Privacy Policy.

## Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Photoshoot by Kseniia with respect to the website shall remain the sole and exclusive property of Photoshoot by Kseniia.

Photoshoot by Kseniia shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

## Your Consent

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our website, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

## Links to Other Websites

This Terms & Conditions applies only to the Services. The Services may contain links to other websites not operated or controlled by Photoshoot by Kseniia. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

## Cookies

Photoshoot by Kseniia uses "Cookies" to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our website but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

## Changes To Our Terms & Conditions

You acknowledge and agree that Photoshoot by Kseniia may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at Photoshoot by Kseniia's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform Photoshoot by Kseniia when you stop using the Service. You acknowledge and agree that if Photoshoot by Kseniia disables access to your account, you may be prevented from accessing the Service, your account details or any files or other materials which is contained in your account.

If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions modification date below.

## **Modifications to Our website**

Photoshoot by Kseniia reserves the right to modify, suspend or discontinue, temporarily or permanently, the website or any service to which it connects, with or without notice and without liability to you.

## **Updates to Our website**

Photoshoot by Kseniia may from time to time provide enhancements or improvements to the features/ functionality of the website, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the website. You agree that Photoshoot by Kseniia has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the website to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the website, and (ii) subject to the terms and conditions of this Agreement.

## **Third-Party Services**

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that Photoshoot by Kseniia shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Photoshoot by Kseniia does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## **Term and Termination**

This Agreement shall remain in effect until terminated by you or Photoshoot by Kseniia.

Photoshoot by Kseniia may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Photoshoot by Kseniia, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the website and all copies thereof from your computer.

Upon termination of this Agreement, you shall cease all use of the website and delete all copies of the website from your computer.

Termination of this Agreement will not limit any of Photoshoot by Kseniia's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

## Copyright and Use of Photos

You and Photoshoot by Kseniia share ownership of the photographs from your session.

By booking with Photoshoot by Kseniia, you grant us permission to use your photos for promotional purposes across our owned media channels, such as our website, blog, Instagram, mobile apps, and other marketing materials. This includes, but is not limited to, publication on our website and social media platforms, without any additional compensation to you.

You acknowledge that Photoshoot by Kseniia may use the images to promote our business, and you release any rights to profit, royalties, or further compensation arising from such use. If you do not wish for your photos to be used for promotional purposes, you can revoke your consent by sending an email to Photoshoot by Kseniia ([photoshoot@vaksvision.com](mailto:photoshoot@vaksvision.com)) before or during the service. We will respect your request and cease using the photos accordingly.

Photoshoot by Kseniia respects your privacy and will not use your photos on external platforms without your explicit consent. You can manage your photo usage preferences after your session or contact us and adjust them at any time.

You also release Photoshoot by Kseniia - the photographer from any claims related to the making, use, or alteration of the photos, including any edits or unintentional changes.

We prioritize your privacy and will always respect your preferences regarding photo use.

## Email & Promotions

From time to time, Photoshoot by Kseniia may contact you via email, push notifications, SMS, or other communication channels to inform you about special promotions, updates, and news related to our services. By using our services, you agree to receive these communications. You can unsubscribe at any time by clicking the "unsubscribe" link at the bottom of any email or by reaching out to our support team.

## Opt-Out & Unsubscribe

We respect your privacy and offer you the option to opt out of receiving certain communications. If you no longer wish to receive updates, promotions, or any other messages from Photoshoot by Kseniia, you can opt-out by contacting us using the details provided in the Contact Information section of this Policy.

# Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Photoshoot by Kseniia under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the photoshoot services.

To the maximum extent permitted by applicable law, in no event shall Photoshoot by Kseniia be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, business interruption, personal injury, or loss of privacy arising out of or in any way related to the use of, or inability to use, the website, or in connection with any provision of this Agreement), even if Photoshoot by Kseniia has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

# Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by Photoshoot by Kseniia on the Services, shall constitute the entire agreement between you and Photoshoot by Kseniia concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Photoshoot by Kseniia's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND Photoshoot by Kseniia AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

# Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

# Entire Agreement

The Agreement constitutes the entire agreement between you and Photoshoot by Kseniia regarding your use of the website and supersedes all prior and contemporaneous written or oral agreements between you and Photoshoot by Kseniia.

You may be subject to additional terms and conditions that apply when you use or purchase other Photoshoot by Kseniia's services, which Photoshoot by Kseniia will provide to you at the time of such use or purchase.

# Intellectual Property

The website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Photoshoot by Kseniia, its licensors or other providers of such material and are protected by Italy and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of Photoshoot by Kseniia, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

# Agreement to Arbitrate

This section applies to any dispute EXCEPT IT DOESN'T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR Photoshoot by Kseniia's INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action, or other controversy between you and Photoshoot by Kseniia concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

# Notice of Dispute

In the event of a dispute, you or Photoshoot by Kseniia must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: [photoshoot@vaksvision.com](mailto:photoshoot@vaksvision.com). Photoshoot by Kseniia will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and Photoshoot by Kseniia will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Photoshoot by Kseniia may commence arbitration.

# Binding Arbitration

If you and Photoshoot by Kseniia don't resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

# Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of Photoshoot by Kseniia without any compensation or credit to you whatsoever. Photoshoot by Kseniia and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

## Promotions

Photoshoot by Kseniia may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

## Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

## Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of Photoshoot by Kseniia. Photoshoot by Kseniia will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Photoshoot by Kseniia operates and controls the Photoshoot by Kseniia Service from its offices in Italy. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Photoshoot by Kseniia Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the Photoshoot by Kseniia Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and Photoshoot by Kseniia concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

## Contact Us

Don't hesitate to contact us if you have any questions.



