
TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and Jason Bergdahl Photography, the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order has been fulfilled and is on its way to you.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Carrier”	means any third party responsible for transporting purchased Goods from our Premises to customers;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“Goods”	means any products that Jason Bergdahl Photography advertises and / or makes available for sale through this Web Site;
“Service”	means collectively any online facilities, tools, services or information that Jason Bergdahl Photography makes available through the Web Site either now or in the future;
“Payment Information”	means any details required for the purchase of Goods from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchase Information”	means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;
“System”	means any online communications infrastructure that Jason Bergdahl Photography makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User” / “Users”	means any third party that accesses the Web Site and is not employed by Jason Bergdahl Photography and acting in the course of their employment; and
“Web Site”	means the website that you are currently using (http://www.jasonbergdahl.com) and any sub-domains of this site (e.g. subdomain.http://www.jasonbergdahl.com) unless expressly excluded by their own terms and conditions.

2. **Age Restrictions**

Persons under the age of 18 should use this Web Site only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

3. **Business Customers**

These Terms and Conditions do not apply to customers buying Goods in the course of business.

4. **International Customers**

If Goods are being ordered from outside Jason Bergdahl Photography’s country of residence, import duties and taxes may be incurred once your Goods reach their destination. Jason Bergdahl Photography is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and Jason Bergdahl Photography cannot guarantee that the packaging of your Goods will be free of signs of tampering.

5. **Intellectual Property**

5.1 Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Jason Bergdahl Photography, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

5.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Jason Bergdahl Photography.

6. **Third Party Intellectual Property**

6.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

6.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

7. **Fair Use of Intellectual Property**

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

8. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Jason Bergdahl Photography or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

9. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site <http://www.jasonbergdahl.com> without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Jason Bergdahl Photography. To find out more please contact us by email at enquiries@jasonbergdahl.com.

10. **Use of Communications Facilities**

10.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:

10.1.1 You must not use obscene or vulgar language;

10.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

10.1.3 You must not submit Content that is intended to promote or incite violence;

10.1.4 It is advised that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;

10.1.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;

10.1.6 You must not impersonate other people, particularly employees and representatives of Jason Bergdahl Photography or our affiliates; and

10.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

10.2 You acknowledge that Jason Bergdahl Photography reserves the right to monitor any and all communications made to us or using our System.

11. **Disclaimers**

11.1 Jason Bergdahl Photography makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that

it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

- 11.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 11.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

12. **Changes to the Service and these Terms and Conditions**

Jason Bergdahl Photography reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If Jason Bergdahl Photography is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

13. **Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Jason Bergdahl Photography accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

14. **Limitation of Liability**

- 14.1 To the maximum extent permitted by law, Jason Bergdahl Photography accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.
- 14.2 Nothing in these Terms and Conditions excludes or restricts Jason Bergdahl Photography’s liability for death or personal injury resulting from any negligence or fraud on the part of Jason Bergdahl Photography.
- 14.3 Nothing in these Terms and Conditions excludes or restricts Jason Bergdahl Photography’s liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Web Site.
- 14.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

15. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

16. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

17. **Notices**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to enquiries@jasonbergdahl.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

18. **Law and Jurisdiction**

These terms and conditions and the relationship between you and Jason Bergdahl Photography shall be governed by and construed in accordance with the Law of England and Wales and Jason Bergdahl Photography and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.