

# studio way

## The Legal Stuff – Terms, Conditions & Liability Waiver

**Good photos are magical. Good business is intentional.**

Below are our official **Terms, Conditions & Liability Waiver** (a.k.a. *The Legal Stuff*) outlining how sessions work and how we keep your family, your photos, and our studio safe.

### **1. Booking & Payment**

When you book a session, you're reserving studio time exclusively for you. A 50% deposit of the full payment is required at the time of booking. Your appointment isn't confirmed until payment is received.

Once confirmed, we hold your session time and turn away other bookings — which is why our cancellation policy below is firm.

You'll receive an email confirmation immediately after booking. If you don't see it, please contact us at **hello@bookstudioway.com** so we can confirm your appointment.

All payments are processed securely through Square (or another designated provider). Studio Way Company LLC does not store or have access to your full credit card information.

By booking, you authorize Studio Way to charge your designated payment method for all applicable fees and agree not to dispute or charge back valid charges for services rendered in accordance with these terms.

Studio Way reserves the right to pursue unpaid balances and chargeback reversals, including reasonable collection or legal fees, if applicable.

### **2. Reschedules, Cancellations, Late Policy & No-Shows**

Life happens — we get it. You may reschedule or cancel up to 48 hours before your scheduled session for a full refund or credit toward a future date.

Cancellations made within 48 hours of your session, or failure to attend, are non-refundable. Because studio time and staff are reserved specifically for you, we can't issue credits or reschedule inside that window.

If you arrive late, we'll do our best to fit you in, but sessions will still end as scheduled to respect the next client.

If Studio Way must cancel or reschedule due to illness, weather, or other unforeseen circumstances, you'll receive a full refund or the option to rebook.

By booking, you acknowledge that these policies are fair and reasonable given the time and resources reserved on your behalf.

### **3. Two-Week Redo Policy**

We want you to *love* your photos. If you're not thrilled with your images, you may request a one-time complimentary redo session within two (2) weeks of receiving your gallery.

Redo sessions are:

- Available one time per original booking
- Subject to studio availability
- Must be scheduled and completed within 14 days of your original session date
- Non-transferable and non-refundable

The redo covers the same session type and participants as your original booking — no new outfits, themes, or add-ons.

Studio Way reserves the right to deny redo requests in cases of client tardiness, no-shows, or non-compliance with session guidelines. Redo sessions must be used within the original two-week window and may not be combined with any other offer or rescheduled beyond that period.

### **4. What's Included**

Your session includes the photography time indicated at booking:

- The Littles: 15 minutes of studio time
- The Full Fam: 30 minutes of studio time

Images are delivered via digital gallery within 3–5 business days unless otherwise specified. Delivery times are approximate and may vary.

Studio Way retains final editorial discretion over **artistic style, image selection, and editing**. Raw, unedited files are not available for release.

The exact number of final images delivered is **not guaranteed** and may vary based on session length, cooperation, lighting, and other creative or technical factors. Studio Way curates each gallery to include the best representations of your session.

Optional add-ons such as prints, frames, or albums are available through our Pixieset gallery and are priced separately.

## **5. Artistic Style, Editing & Retouching**

Studio Way's images are created in its signature artistic style. While client preferences are welcome, Studio Way retains full creative discretion over all aspects of image production and editing. Variations in lighting, color, or composition are inherent to the creative process and not grounds for refunds or reshoots.

Standard editing includes basic color correction and cropping. Requests for extensive retouching (e.g., object removal, background changes, or body modification) may incur additional fees and must be discussed in advance.

All sales are final once your session is completed and images are delivered. Refunds are not provided based on client satisfaction with poses, expressions, or artistic style.

## **6. Digital Gallery Delivery & Retention**

Finished images are delivered through a secure online gallery link within 3–5 business days of your session. Your gallery will remain active for 90 days from the delivery date.

Please download and back up your images within this time — after 90 days, galleries and image files may be permanently deleted to manage storage and data privacy.

Re-hosting or retrieving an expired gallery may be available for a \$25 archival-retrieval fee, if the images are still available on Studio Way's servers.

Studio Way is not responsible for loss of access or files after the gallery expiration date and is not liable for accidental data loss, corruption, or deletion once galleries have been delivered.

## **7. Assumption of Risk**

Client acknowledges that participation in a photo session may involve minimal but inherent risks — including movement of children, use of props, and general studio activity.

By booking, you voluntarily assume all such risks on behalf of yourself and any minor(s) accompanying you.

You understand and accept that Studio Way can't be held responsible for allergic reactions, accidents, or incidents caused by personal items, clothing, or props brought by clients.

Clients agree to follow all studio guidelines and staff instructions during their session to ensure a safe and efficient experience.

Clients with special needs, allergies, or medical conditions should notify Studio Way prior to the session so appropriate accommodations can be made.

All minors must be accompanied by a parent or legal guardian for the duration of the session.

## **8. Safety, Liability & Medical Release**

Studio Way takes every precaution to ensure a safe, welcoming environment. By booking a session, you (and any minors in your care) voluntarily participate in a photography session and release Studio Way Company LLC, its owners, staff, contractors, and agents from any and all claims for injury, illness, loss, or damage to person or property that may occur before, during, or after the session, except in cases of gross negligence or willful misconduct.

You agree to supervise all minors at all times and accept full responsibility for their safety and behavior.

In the event of a medical emergency, you authorize Studio Way to seek or provide reasonable medical assistance and agree to assume any associated costs.

If signing on behalf of a minor, you confirm that you are the parent or legal guardian and have authority to provide consent.

To the fullest extent permitted by law, Studio Way's total liability for any claim arising out of or related to your session shall not exceed the total amount paid for that session.

## **9. Client Preparedness**

Please arrive camera-ready and on time. Studio Way is not responsible for wardrobe, hair, or appearance issues that may affect final images.

## **10. Copyright & Model Release / Photo Use Consent**

All photographs created by Studio Way are protected under U.S. copyright law and remain the sole property of Studio Way Company LLC.

Clients are granted a personal, non-exclusive license to download, share, and print images for personal use. Commercial use, resale, or publication requires written consent from Studio Way.

### **Photo Use Consent (especially for minors)**

A parent or legal guardian must provide written consent for any minor (under 18) before their image can be used for marketing or promotional purposes.

Studio Way values your privacy — especially when it comes to kids. We will never post, share, or use images of minors for marketing, social media, or promotional purposes without the parent or guardian's express written consent.

That consent will be collected through a signed model-release form or a checked consent box during booking.

If you give consent, Studio Way may use select images for social media, website, or marketing materials. You may revoke that permission at any time by emailing **hello@bookstudioway.com**, and we'll remove the content where possible.

If you do not give written consent, your images remain fully private and will never be used for marketing.

Studio Way will never sell, license, or misuse your images.



## **11. Studio Conduct & Non-Transferability**

We love good vibes — but we also protect our team and space. Studio Way reserves the right to end a session early or refuse service to any client whose behavior is unsafe, disrespectful, or interferes with the session environment. No refunds will be issued in such cases.

Aggressive, threatening, or inappropriate behavior toward staff or other clients will result in immediate termination of the session without refund.

Clients are responsible for any damage caused to studio property, equipment, or props by themselves, their children, or their guests.

Session bookings are non-transferable and may not be resold or gifted without Studio Way's written approval.

No outside photographers or cameras are permitted during sessions.

## **12. Pets & Additional Guests**

Well-behaved pets are welcome with advance notice and must be leashed or held at all times.

- The Littles sessions are designed for up to 4 total participants (children only).
- The Full Fam sessions are designed for up to 8 total participants (including adults, children, and pets).

If additional people or pets attend without prior notice, Studio Way may:

- Adjust posing or timing to fit the original session slot, or
- Apply an additional guest fee of \$25 per person or pet, subject to studio capacity and photographer discretion.

Parents are responsible for managing children's behavior during sessions to ensure safety and preserve the experience for everyone.

## **13. Gift Cards & Credits**

Gift cards, session credits, and promotional offers are non-refundable, non-transferable, and expire 12 months from the date of issue unless otherwise required by law. They cannot be redeemed for cash and are subject to current pricing at the time of redemption.

## **14. Force Majeure & Technical Failure**

If circumstances beyond our control — including but not limited to acts of God, equipment failure, illness, fire, or government restrictions — prevent Studio Way from fulfilling its obligations, our liability is limited to rescheduling the session or refunding the paid session fee.

In the unlikely event of camera, storage, or data failure, Studio Way's liability is limited to a refund or complimentary reshoot, depending on availability.

Studio Way shall not be liable for incidental, consequential, or indirect damages arising from any such event.

## **15. Third-Party Vendors**

Studio Way is not responsible for the actions or performance of independent vendors (such as makeup artists, stylists, or prop suppliers) engaged by clients.

## **16. Data Protection & Privacy**

Studio Way respects your privacy. By booking a session or using our website, you consent to the collection and processing of your personal information (such as your name, contact details, and session images) for the purpose of providing photography services and communicating with you about your booking.

We use secure, third-party platforms (including Wix, Square, and Pixieset) to process payments, manage scheduling, and deliver images. Each of these providers maintains its own encryption and security practices; Studio Way does not store or have access to your full payment information.

Studio Way takes reasonable precautions to protect your data from loss, misuse, or unauthorized access. However, no system is completely immune from risk. By using our services, you acknowledge that data transmission and storage always carry some inherent risk.

Client information and image files are stored only as long as necessary to deliver your session and fulfill legal or operational requirements. Galleries are automatically deleted after 90 days, unless otherwise requested in writing.

Studio Way complies with applicable privacy and child-protection laws, including the Children's Online Privacy Protection Act (COPPA).

Studio Way does not sell or share client data with third parties except as necessary to fulfill contracted services.

For full details, please refer to our Privacy Policy available on our website.

## **17. Use of Images on Social Media and AI Training**

You understand that when images are publicly shared on social media platforms (including but not limited to Instagram, Facebook, TikTok, Pinterest, and X/Twitter), those images may be accessed, scraped, or collected by third-party AI companies or platforms for the purpose of training machine learning models. Such use by third-party AI systems may occur without Studio Way's knowledge or control and is governed by the terms and privacy policies of those platforms. By consenting to Studio Way's use of your images for promotional purposes, you acknowledge and accept this potential risk and agree that Studio Way is not responsible or liable for any use, misuse, or AI-related replication of these images.

If you share images from your session on personal social media accounts, you understand that once images are posted publicly, Studio Way cannot prevent third parties or AI

platforms from accessing or using those images. You agree that Studio Way is not responsible or liable for any use, misuse, or AI-related replication of images that are publicly posted by you or others. You release Studio Way from any claims arising out of third-party AI training or use of publicly available photos.

## **18. Studio Way's Commitment Regarding AI in Editing**

Studio Way agrees not to use AI-based image generation or AI-editing tools to alter, enhance, or manipulate your photographs. All editing will be performed manually using traditional photo-editing techniques (e.g., Adobe Lightroom, Photoshop, or equivalent), preserving the authenticity of the images. Studio Way further agrees not to upload your unedited or edited photographs to any AI training database, AI platform, or machine learning system.

## **19. Governing Law & Venue**

This agreement is governed by the laws of the State of Georgia, without regard to conflict-of-law principles. Any disputes arising under or related to this agreement shall be resolved exclusively in the state or federal courts located in Fulton County, Georgia, and you consent to the jurisdiction of those courts.

Each party waives the right to a jury trial to the fullest extent permitted by law. In any dispute arising under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

## **20. Dispute Resolution**

Before initiating any legal action, both parties agree to make a good-faith effort to resolve disputes informally within 60 days.

## **21. Severability & Entire Agreement**

If any provision of this agreement is found invalid or unenforceable, the remaining provisions remain in full force.

This document represents the entire agreement between you and Studio Way and supersedes all prior verbal or written communications regarding your session.

## **22. Agreement of Terms**

By booking a session, you acknowledge that you have read, understood, and voluntarily agree to all terms contained in *The Legal Stuff*, including Studio Way's policies, service agreement, waiver, and model-release terms.

You confirm that you are at least 18 years of age and legally authorized to enter into this agreement, and that you consent to Studio Way's Privacy Policy and data practices described above.

## **23. Updates to Policy**

Studio Way may update these terms occasionally to reflect changes in operations or law. Updates will always be posted on our website, and continued booking constitutes acceptance of the revised terms.

## **™ 24. Trademark Notice & Ownership of Brand Assets**

**STUDIO WAY™** and associated slogans, trade dress, and brand materials are trademarks of Studio Way Company LLC.

All rights reserved. Use of these marks without prior written authorization is strictly prohibited.

## **Questions?**

Email us anytime at **hello@bookstudioway.com** — we're happy to help.

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**Last updated:** October 9, 2025

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## **DMCA Take-Down Notice**

If you believe in good faith that any material used or displayed on or through our website infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed.

The notice must include the following information:

(a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works);
- (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our website;
- (d) the name, address, telephone number and email address (if available) of the complaining party;
- (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use); and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA notices should be sent to:

Email: [hello@bookstudioway.com](mailto:hello@bookstudioway.com)