

Terms of Use

Real Estate Flyers Photography Website Terms and Conditions of Use

Agreement between Real Estate Flyers Photography and you covering use of [www.: RealEstateFlyersPhotography.com](http://www.RealEstateFlyersPhotography.com)

Welcome to www.RealEstateFlyersPhotography.com. The www.RealEstateFlyersPhotography.com website ("Site") is comprised of various web pages operated by Portrait Design & Print Studio Inc. "www.RealEstateFlyersPhotography.com" is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein ("Terms"). Your use of www.RealEstateFlyersPhotography.com constitutes your agreement to comply with all such Terms. Please read the Terms carefully, and keep a copy of them for your reference. The Site conveys information about Real Estate Flyers Photography products, services and markets. This Site also conveys industry-specific information and educational materials pertaining to the markets Real Estate Flyers Photography serves.

Privacy

Your use of www.RealEstateFlyersPhotography.com is subject to Real Estate Flyers Photography Privacy Policy. Please review this Policy, which also governs this Site and informs users of our data collection practices.

Electronic Communications

Visiting www.RealEstateFlyersPhotography.com or sending emails to Real Estate Flyers Photography constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your account

Certain services made available via www.RealEstateFlyersPhotography.com are delivered by third-party sites and organizations. By using any product, service or functionality originating from the www.RealEstateFlyersPhotography.com domain, you hereby acknowledge and consent that Real Estate Flyers Photography may share such information and data with any third-party with whom Real Estate Flyers Photography has a contractual relationship to provide the requested product, service or functionality on behalf of www.RealEstateFlyersPhotography.com users and customers.

Payment

All prices and amounts shown on this Site are in U.S. Dollars (USD), unless otherwise noted. If a User submits a request on the Site to purchase printing products, mailing services, design services or other services, the User agrees that all charges, taxes and shipping/handling fees will automatically be charged to the credit card or paid by User with an approved payment method. We require each order to be fully paid, including shipping and handling fees, if applicable, before we complete an order. We will not start working on a print job until we receive the full payment.

Once a print job has been approved by customer and "sent to press" on the Site, no changes are allowed to the artwork files, job characteristics, or printing turnaround time. After a print job has been sent to Real Estate Flyers Photography prepress department, the customer is responsible for paying the entire amount of that print job along with applicable taxes and

shipping/handling fees, unless otherwise noted.

Refund Policy

All sales are final. Since we customize each order according to your file and exact specifications, no refunds are given once Real Estate Flyers Photography starts working on your order, which means Real Estate Flyers Photography has received your necessary materials (i.e., digital files and payment) and has begun work on your job (i.e., your job is in production).

If we verify that we have made an error, we will re-run the order. We must be notified within 24 hours from delivery of any defects. In order to receive the replacement, customer must return 100% of the defective order at their expense within 5 days of their receipt. We will re-run the order with the original turnaround and send them out via the same paid shipping method. Shipping is non-refundable.

In some cases, a partial or full refund may be extended to the customer if no work has been completed by Real Estate Flyers Photography for a specific order. Such refund would be adjusted to cover any fees charged for proofs or other services associated with that order as well as merchant bank fees on credit card transactions.

Refunds resulting from but not limited to, quantity, paper stock and shipping downgrades or cancellations prior to being in production shall be subject to a minimum fee of \$15.00, up to 3.5% of the total amount.

Real Estate Flyers Photography constantly maintains materials inventory and staff, and schedules time on all equipment for orders that have been placed to ensure our ability to produce them at any certain time. Orders that are not yet in production within 5 days of order already incur additional equipment, labor and inventory costs for Real Estate Flyers Photography. Orders not approved for print by customer within 90 days of the order being placed will be non-refundable and will incur a fee of 12.5% of the original invoice total for each 30 day period thereafter until 100% of the original invoice total has been accrued in fees.

Each order made from Real Estate Flyers Photography is a contract between you, as the customer making the order, and Real Estate Flyers Photography. The fact that you have made an order on behalf of a third party does not absolve you of liability to Real Estate Flyers Photography. As such, any decision by the third party not to accept the particular items printed or to cancel the order with you does not affect your liability to Real Estate Flyers Photography.

Our Sales Tax Policy

Real Estate Flyers Photography charges sales tax to orders received from within the states of Minnesota and Wisconsin unless you are tax exempt. If you are tax exempt, you must submit your reseller's certificate prior to placing an order.

Proofs

An online proof will be generated after you upload your files or customize one of our templates. It is the customer's responsibility to proof the file and check for any discrepancies or errors. No job will be sent to press without your approval. Once you have approved the proof and submitted your print job, you will be unable to make any further changes. We are not liable for delays in the order caused by customer's non-approval of the proof.

An online proof is by no means an accurate color reproduction of your final printed piece but is the final opportunity for you to check the layout, bleeds, crops and final text. Electronic proofs do not show transparency and over print issues. Neither do they show color change from RGB

or Pantone to CMYK.

The proof must be treated as independent from the original submitted file and thoroughly reviewed prior to approval. It should be checked against the original file for possible errors in layout, copy, spacing, punctuation or image placement. Customer is fully responsible for all that is contained in the final approved proof.

Color Accuracy

Real Estate Flyers Photography will reproduce color from submitted print-ready files as closely as possible, but cannot exactly match color and density. Because of inherent limitations with the printing process, as well as neighboring image ink requirements, the accuracy of color reproduction is not guaranteed. By placing an order with Real Estate Flyers Photography you agree to this limitation. We will try our best to match the gradient density of each color, but we accept no responsibility for color variations between submitted files and the final printed piece. Under no circumstances will a reprint be honored for color variations that have occurred during the printing process. We are not liable for color matching or ink density on screen proofs that you approve. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not color or density. Application of UV coating may effect or change the appearance of the printed colors.

No Liability for Errors

Real Estate Flyers Photography is not liable for errors in a final product caused by any of the following reasons:

Misspelling, Graphics, Bleeds, Grammar, Damaged Fonts, Punctuation, Wrong cuts, Incorrect or Missing Folds, Die Lines, Crop Marks, Transparency, Overprint, Cracks on Folds, Finished Product Size. Real Estate Flyers Photography does not make any changes on customer files.

Artwork Files

Our prepress department checks all submitted artwork files before printing, but you are still 100% responsible for the accuracy of your print-ready artwork files, and we encourage you to proofread all files carefully before submitting to Real Estate Flyers Photography. Real Estate Flyers Photography is not responsible for any issues as to orientation or alignment of the pages of your submitted documents. By submitting the artwork to Real Estate Flyers Photography, you certify that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork.

Under these Terms and Conditions, you agree that you will NOT upload any artwork files consisting of the following material: offensive, indecent or improper material, any material that could give rise to any civil or criminal liability under applicable law; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material if applicable. We will refuse an order, which in our opinion may be illegal in nature or an infringement on the rights of any third party. You accept full legal liability for the content of material processed and printed on your behalf and under your instructions. We reserve the right to refuse an order without disclosing a reason.

Printing Turnaround Time

Printing turnaround time begins once your order has been placed and your print-ready files have been uploaded to your account, attached to your printing job, and approved for printing. Printing turnaround time begins when we receive approval for your proof and full payment has

been made. For printing jobs that do not have complete digital source files provided or have submitted files that are not print-ready, printing turnaround begins when we have your print-ready file(s), not from when the order was first submitted.

For our Next Day Turnaround option, orders and files must be submitted by 5:00 PM to have the item shipped out of our facility on the next business day. In other words, if you approve a proof on your Next Day Turnaround order by 5:00 P.M. CST on Tuesday, it will be sent out of our facility for shipping by end of business Wednesday. Otherwise, your Next Day Turnaround order placed on Tuesday would ship on Thursday. This applies to Next Day Turnaround orders only.

Please note that Real Estate Flyers Photography is closed Saturdays, Sundays and Holidays. As a result, these days are not considered when calculating printing turnaround time. In addition, while Production Turnaround includes printing, cutting, and binding, it does not include design, mailing, or shipping transit times, and you should allow additional business days for delivery based on the shipping method you selected. The estimated production turnaround advertised on this site is based on the typical number of hours or days that a print job is completed under normal circumstances, excluding Saturdays, Sundays and holidays.

Printing turnaround time for jobs with approved proofs and payment is guaranteed. The remedy for failing to meet a deadline is limited to a pro-rated refund of any rush charges or a courtesy rush on your next order. Cancellation of an order based on printing turnaround time is only allowed if the customer indicates in writing (e.g., note posted to order) when placing the original order that a job in the order is time sensitive and must be shipped by target date based on printing turnaround option selected. Real Estate Flyers Photography will not be responsible for shipping-related costs on orders that do not go out by the due date.

Shipping

Unless you choose Local Pick Up for digital orders, you need to select one of the shipping options presented to you on the Site. All shipping is currently done via FedEx, with the exception of some large freight shipments. When choosing a shipping option, please remember that the estimated shipping transit time is based on the number of business days in transit and does not include weekends, holidays or the day the package is picked up by FedEx. For instance, a product shipped 2nd Day Air and picked up on a Thursday would be delivered by end of day Monday.

Shipping transit times vary, and Real Estate Flyers Photography assumes no responsibility for delays caused by shipping carriers, weather or any damages resulting from the failure to receive a job on time. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, illness, etc. Real Estate Flyers Photography's responsibility is limited to preparing your printing order and delivering it to UPS for shipping. Real Estate Flyers Photography is not liable for damages which occur in shipping.

Pick up orders will be kept for 30 days from the delivery of the pick-up notification email. If the order has not been picked up from Real Estate Flyers Photography facility within 30 days, it will be shipped directly to the customer and customer will be billed for the applicable ground shipping rates. We cannot ship to P.O. Boxes or APO/FPO.

Miscellaneous

All complaints must be registered within 24 hours of receipt of your final printing job. Should your job contain manufacturing errors and/or defects (as determined by Real Estate Flyers Photography), Real Estate Flyers Photography would rerun your job at no charge.

All materials we create in producing your printed product are the property of Real Estate Flyers

Photography. Although these materials will NOT be sold or given to any other party, we reserve the right to distribute free samples of your printed product. Please note that your printed product or images used for your printed product will not be used in any national advertising without your prior written consent.

Copyright Notice

You, the User, acknowledge that all content included on this Site, including, without limitation, the information, data, software, photographs, graphs, typefaces, graphics, images, illustrations, maps, designs, icons, written and other material and compilations (collectively, "Content") are intellectual property and copyrighted works of Real Estate Flyers Photography and/or various third-party providers ("Providers"). Reproductions or storage of Content retrieved from this Site, in all forms, media and technologies now existing or hereafter developed, is subject to the U.S. Copyright Act of 1976, Title 17 of the United States Code.

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You may only use this Site to make legitimate requests to purchase the products or services offered (each, a "Request"), and shall not use this Site to make any speculative, false or fraudulent Requests. You may not use robots or other automated means to access this Site, unless specifically permitted by Real Estate Flyers Photography. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. You agree to promptly update your membership information (if applicable) in order to keep it current, complete and accurate.

It is a violation of law to place a Request in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your Web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users may be prosecuted to the fullest extent of the law.

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provided for through the Site.

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Liability Disclaimer

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Termination / Access Restriction

Real Estate Flyers Photography reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Illinois and you hereby consent to the exclusive jurisdiction and venue of courts in Illinois in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Real Estate Flyers Photography as a result of this agreement or use of the Site. Real Estate Flyers Photography performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Real Estate Flyers Photography 's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Real Estate Flyers Photography with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and Real Estate Flyers Photography with respect to the use of the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Real Estate Flyers Photography with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

Changes to Terms

Real Estate Flyers Photography reserves the right, in its sole discretion, to change the Terms under which www.RealEstateFlyersPhotography.com is offered. The most current version of the Terms will supersede all previous versions. Real Estate Flyers Photography encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Real Estate Flyers Photography welcomes your questions or comments regarding the Terms. Use the Contact Us link in the navigation menu at the top of this page to contact us.

Real Estate Flyers Photography
Portrait Design & Print Inc.
139 Glenmont Road River Falls, WI 54022
Info@portraitdesignstudio.com
952-953-9919

This Version 1.00 of the Terms effective as of Jan 1st, 2017