Honeycomb Photography LLC
TERMS OF SERVICE

Effective Date: 10/15/2026

These Terms of Service ("Terms") govern the photography services provided by Honeycomb Photography LLC ("we," "us," or "our") to you ("Client" or "you"). By booking a session, making a payment, or otherwise engaging our services, you agree to be bound by these Terms.

1. Services

We provide professional photography services, which may include portrait, family, event, commercial, or other session types as agreed in writing or confirmed via booking. The specific package, duration, location, deliverables, and pricing will be confirmed at the time of booking.

2. Booking and Payment

- A retainer/deposit may be required to secure your session date.
- Full payment is due as specified in your booking confirmation (typically before or on the session date, or upon delivery of final images, depending on the package).
- Accepted payment methods will be communicated at booking.
- Prices are subject to change for future bookings; confirmed bookings are honored at the agreed rate.

3. Cancellation, Rescheduling, and No-Shows

- Cancellations made more than 2 days before the session will receive a refund of amounts paid, or credit toward a future session, at the client’s discretion.
- Cancellations made within 2 days of the session, or no-shows, forfeit the retainer/deposit.
- Rescheduling is subject to availability and must be requested as early as possible. We will make reasonable efforts to accommodate. A session rescheduled due to client cancellation may require an additional retainer/deposit, at our discretion.
- If we must cancel or reschedule due to illness, equipment failure, weather, or other circumstances beyond our control, we will offer a new date or a full refund of amounts paid.

4. Client Responsibilities

You agree to:

- Provide accurate contact and booking information
- Arrive on time (or notify us promptly of delays)

- Ensure all subjects have the legal right and capacity to be photographed (including obtaining necessary parental/guardian consent for minors)
- Follow any reasonable instructions regarding safety, location rules, or session flow
- Disclose any relevant health, accessibility, or other needs that may affect the session

5. Intellectual Property and Image Usage

5.1 Ownership

All photographs, digital files, and related works created by us remain our intellectual property and are protected by copyright. We grant you a personal, non-exclusive, non-transferable license to use the delivered images for personal, non-commercial purposes (e.g., printing for home, sharing with family and friends, personal social media).

You may not sell, license, or commercially exploit the images without our prior written permission.

5.2 Promotional Use by Us

We may request permission to use selected photographs from your session for our promotional materials, including but not limited to our website, social media, portfolio, printed marketing, and advertising.

You will be given a clear opportunity to opt in or opt out of this promotional use:

- If you opt in, you grant us a non-exclusive, royalty-free, worldwide license to use the selected images for promotional purposes related to our photography business.
- If you opt out, we will not use those images in any promotional materials.

You may change your preference at any time by contacting us in writing. We will honor the updated preference for future uses. Previously published materials may remain in circulation for a reasonable period, but we will remove images from our actively controlled platforms upon request.

We will never sell or license your images to third parties for their independent commercial use without a separate written agreement with you.

This promotional usage policy is also described in our Privacy Policy.

6. Delivery of Images

Edited digital images will typically be delivered via a secure online gallery or download link within the timeframe stated in your package (or a reasonable time if not specified). Physical products (prints, albums, etc.), if ordered, will be shipped or made available according to the product timeline. We are not responsible for delays caused by third-party labs, shipping carriers, or circumstances beyond our control.

7. Model Release and Minors

By participating in a session, you (and any adult subjects) grant the necessary permissions for us to create and deliver the photographs under these Terms. For minors, a parent or legal guardian must provide consent. If any subject later objects to promotional use after having opted in, we will treat it as an opt-out going forward.

8. Limitation of Liability

To the maximum extent permitted by law:

- Our total liability arising out of or related to any session or these Terms shall not exceed the total fees you paid for that session.
- We are not liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits or data.
- We are not responsible for dissatisfaction arising from factors outside our reasonable control (e.g., weather, subject cooperation, venue restrictions, or third-party interference).

Nothing in these Terms excludes or limits liability for gross negligence, willful misconduct, or any liability that cannot be limited by law.

9. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, or expenses arising from your breach of these Terms, your provision of inaccurate information, or any claim that a subject did not consent to being photographed.

10. Privacy

Our collection and use of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. In particular, we do not share your personal information with anyone outside our business except as necessary to provide the services (e.g., payment processors, secure galleries) or as required by law. Your photographs will not be used for promotional purposes unless you have opted in.

11. Force Majeure

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including but not limited to natural disasters, pandemic, government action, war, terrorism, or utility failures.

12. Governing Law and Disputes

These Terms are governed by the laws of Pennsylvania, without regard to conflict-of-law principles. Any dispute arising under these Terms shall first be attempted to be resolved through

good-faith negotiation. If unresolved, disputes shall be submitted to the exclusive jurisdiction of the courts located in Pennsylvania.

13. Changes to These Terms

We may update these Terms from time to time. The effective date will be revised accordingly. Continued engagement of our services after changes constitutes acceptance of the updated Terms. Material changes will be communicated when reasonably practicable.

14. Severability

If any provision of these Terms is found unenforceable, the remaining provisions shall continue in full force and effect.

15. Entire Agreement

These Terms, together with any booking confirmation, package description, and our Privacy Policy, constitute the entire agreement between you and us regarding the services and supersede any prior discussions or agreements.

16. Contact

Questions about these Terms may be directed to:

Honeycomb Photography LLC

Email: dianalfernandez2003@gmail.com

Phone: 1-352-626-3931

These Terms of Service are provided as a general template. They are not legal advice. Please have them reviewed by a qualified attorney licensed in your jurisdiction before use.