

Terms of Sale

Thank you for shopping at Mike McCarn Photography. By placing an order on my website, you accept the Terms of Sale set forth below. Please read through my terms thoroughly. These items may be updated at any time; please check back for updates. The website resides at:

<http://clients.mikemccarnphotography.com>

Copyrights and Trademarks

All materials appearing on www.mikemccarnphotography.com are the property of Mike McCarn Photography. Materials protected by this copyright include, any and all images and any and all text; (including logos and other graphics); and any and all design elements of the website. You may use the content of mikemccarnphotography.com for shopping, placing an order on this site, or for conducting other tasks associated directly with, and for the sole purpose of, shopping on this site or placing an order on this site.

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The "Mike McCarn Photography" logo is a trademark of Mike McCarn Photography, as are all custom graphics, icons, and logos found on mikemccarnphotography.com.

Disclaimer and Limitation of Liability

Unless otherwise noted, because of the custom nature of the transaction, and the prevalence of illegal reproduction facilities, products sold by Mike McCarn Photography on mikemccarnphotography.com are non-refundable.

Replacement items for damage in shipping or misidentified images will be honored within a 10 day return policy.

Mike McCarn Photography makes no representations or warranties, either express or implied, of any kind with respect to products sold on this site.

Mike McCarn Photography expressly disclaims all warranties, express or implied, of any kind with respect to products sold on this site, including but not limited to, merchantability and fitness for a particular purpose.

You agree that the sole and exclusive maximum liability to Mike McCarn Photography arising from any product sold on this website shall be the price of the product ordered.

In no event shall Mike McCarn Photography, its officers, employees or other representatives be liable for special, indirect, consequential, or punitive damages related to products sold.

You agree that Mike McCarn Photography, its officers, employees or other representatives shall not be liable for damages arising from the operation, content or use of mikemccarnphotography.com.

You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including without limitation direct, indirect, compensatory, special, incidental, punitive and consequential damages.

Typographical and Photographical Errors

Mike McCarn Photography attempts to be as accurate as possible in our pricing, as well as our typographical and photographical depictions of products for sale; however, I cannot guarantee that product descriptions/specifications, pricing or any other content on mikemccarnphotography.com is accurate, complete, or current.

In the event that a product is listed at an incorrect price due to typographical, informational, technical or other error, Mike McCarn Photography shall have the right, at our sole discretion, to either honor the displayed price or refuse/cancel any orders placed for that product at the incorrect price.

Order Acceptance Policy

Your submission of an order and/or receipt of an order confirmation automated or otherwise does not signify my acceptance of such order. Mike McCarn Photography reserves the right to cancel any order that I deem necessary, at our sole discretion, regardless of the order status or whether you have received a confirmation of the order.

We reserve the right to require additional information from you before accepting or processing any order.

Jurisdiction

Mike McCarn Photography is a sole proprietorship with its principle place of business in Stanly County, North Carolina and you agree that any legal action brought against Mike McCarn Photography shall be governed by the laws of the state of North Carolina without regard to its conflict of law principles.

Additionally, you agree that any and all disagreements arising from your use of or orders placed through mikemccarnphotography.com will be adjudicated in the county of Stanly, North Carolina by an appropriate federal or state court.

Return Policy

Unless otherwise noted, because of the custom nature of the transaction, and the prevalence of illegal reproduction facilities, products sold by Mike McCarn Photography on mikemccarnphotography.com are non-refundable.

Replacement items for damage in shipping or misidentified images will be honored within a 10 day return for replacement period, unless otherwise noted. All returns for replacement must follow the conditions below:

- All products must be returned complete.
- Mike McCarn Photography will not accept items that have been intentionally physically damaged or abused.
- All returns must be shipped freight prepaid.
- All related fees (shipping & return shipping fees) are NON-REFUNDABLE for all products in all cases.
- Please allow 2-3 weeks for all replacement orders.
- Claim for missing products must be reported within 10 days from the date item is shipped.

Unauthorized Returns

Shipments that are refused without authorization, or that are returned to us because the address was invalid, are subject to a fee of 15% plus applicable shipping and handling fees.

Sales Policy Agreement

By placing an order at Mike McCarn Photography website, a customer has agreed to the terms and conditions of the sale as indicated on this website.

By placing an order at Mike McCarn Photography website, a customer has agreed to the total dollar amount of the sale, and authorized Mike McCarn Photography to collect payment via the payment method the customer specified.

Mike McCarn Photography reserves the right to make changes to this site and these terms and conditions at any time.

**** NOTE:** Mike McCarn Photography attempts to be as accurate as possible in our content and pricing. However, we cannot guarantee that the product descriptions/specifications, pricing or any other content on the site is accurate, complete, or current. In the event that a product is listed at an incorrect price due to typographical, photographic, or technical error or error in pricing information received from our suppliers, Mike McCarn Photography shall have the right to refuse or cancel any orders placed for product listed at the incorrect price.

Privacy & Security Policies

Overview

Mike McCarnPhotography does not rent, trade, loan, or sell your personal information, or any other information which may identify you, to third parties. We are committed to protecting our customers' privacy. The information we collect is used to process your order and to enhance your shopping experience.

Your Personal Information

When you place an order at our site, you provide us with your name, email address, credit card information, address, and phone number. We use this information to process your order. The financial information (credit card number, expiration date, billing address, etc.) that we collect from you is used for billing purposes only.

Client Consent

By using our web site, you are agreeing to let me collect the aforementioned information (please see the above) and use it in the said manner. If I decide to change my privacy policy, I will post those changes on this page.

Mike McCarn Photography will cooperate with law enforcement agencies to identify any individual who attempts to use our services for illegal activities. I will also report any activity I believe to be unlawful, to the proper authorities.

Additionally, I may release account information when I feel that such a release is necessary to enforce the terms of my user agreement, or to protect the rights, property, and safety of my users, Mike McCarn Photography, or others.

Other sites accessible through Mike McCarn Photography have their own privacy policies and data collection practices. Please consult each site's privacy policy.

Mike McCarn Photography is not responsible for the actions of third-parties.

If you have any questions about this privacy statement, Mike McCarn Photography's practices, or your business with Mike McCarn Photography, please contact Mike McCarn. Contact information can be found at www.mikemccarnphotography.com Please check back occasionally for any updates or changes to my privacy policy.