

Terms of Service

LAST UPDATED: April 2021

These Terms of Service (“Terms,” or the “Agreement”) is a legal Agreement, please read it carefully. By using our Service, or using Content produced by our Service you are agreeing to these terms.

Oscar & Associates a Service (the “Service”), which primarily produces photography, videography and related Content which may include photographs, graphics, video, audio recordings, and artwork (collectively referred to as “Content”). Our Website, which can be accessed at www.OscarAndAssociates.com is referred to as the “Website.”

Oscar & Associates owned and operated by Whanau, Inc. an Illinois Corporation (“Oscar & Associates,” “we,” or “us”). By using our Service, whether as an individual or as a representative of an entity that is using our Service, you’re a “Client” (or “you”) according to these Terms.

These Terms of Service combined with our Privacy Policy govern the business relationship between you and Oscar & Associates. Should you have any questions or concerns about these terms, please feel free to contact us mail@hellooa.com.

1. Eligibility

In order to use our Service, you must:

- a. Be at least 18 years of age and be able to enter into legal contracts.
- b. Submit a completed “Start your order” form;
- c. Agree to these Terms of Service, and;
- d. Provide complete, true, and current, contact information.

2. Updates

We may update or make changes to these Terms by posting the revised Terms of Service on our Website. The revised Terms shall take effect and remain in full force immediately upon publication.

3. Communication

If we need to send you information about your account, your order, billing, legal notices, or anything else related to the Service we provide, we will send it to the email address you provided when starting your order. We may also contact you via telephone and postal mail but are not required to do so. You should ensure any email coming from the domain “OscarAndAssociates ” is added to a “whitelist” to help ensure delivery and that it is not rejected or deleted as junk or spam.

4. Payment and Cancellations

Orders must be prepaid with a Check, Visa, MasterCard, American Express or Electronic Funds Transfer. Cancellations received less than 14 days prior to scheduled shoot will be billed at 50%, 7 days or less will be billed at 100%. Claims must be made in writing within 7 days of receipt of materials. Oscar & Associates does not work on speculation.

5. Pricing

Our current pricing is published on the pricing page of our Website. We may make changes to the prices we charge for our services at any time by publishing the new rates to our Website. We may offer other services that aren't listed on our pricing page and, if applicable, those rates will be disclosed prior to work being performed.

6. Taxes

You agree to be responsible for and pay any and all applicable sales, use, or value added taxes, or duties imposed by any jurisdiction as a result of the work performed for you by us or in connection with any license, we grant to you.

7a. Pre-Show Services - photography

a. Shot list

Oscar & Associates will provide a blank shot list template for you to complete prior to the day of shooting. If there is not a completed shot list there must be a representative who is authorized to direct the shoot on site with the photographer during the course of the shoot hours.

b. Prep for shoot

All products should be pulled and cleaned prior to Oscar & Associates arrival.

c. On site supervision

Without a shot list and/or prep of products to shoot a designated-on site supervisor must be with photographer directing the shoot.

d. location to shoot

A designated area must be provided for Oscar & Associates crew to set-up and work. The size and power requirements will be determined by scope of project.

e. no guarantee of amount of assets photographed or videographed

Services are ordered in 4, 6- or 8-hour increments with no guarantee that the requested quantity of products or other content can be completely photographed. Oscar & Associates will work with you in estimating the amount of time that may be needed to complete the project. Oscar & Associates takes no responsibility if the time to complete the project takes longer than estimated or ordered time.

f. review content on site

Oscar & Associates will provide access for reviewing the content photographed on site. If there is no on-site supervision to review the photos Oscar & Associates takes no responsibility for their accuracy. Oscar & Associates not responsible for content that is approved on site and later is unapproved.

g. based on package selected assets delivered

Based on which package is ordered will determine the final assets delivered.

h. RAW files – no retouching, cropping, background removal, color correction etc.

7b. Pre-Show Services – video

a. Shot list

Oscar & Associates will provide a blank shot list template for you to complete prior to the day of shooting. If there is not a completed shot list there must be a representative who is authorized to direct the shoot on site with the videographer during the course of the shoot hours.

b. Prep for shoot

All products should be pulled and cleaned and all areas to be filmed should be cleaned and clear of debris prior to Oscar & Associates arrival.

c. On site supervision

An on-site supervisor from your organization must be present and with the videographer at all times. This person will be responsible for directing the action of the shoot, creating questions to ask and obtaining any necessary release forms.

d. location to shoot

A designated area must be provided for Oscar & Associates crew to set-up and work. The size and power requirements will be determined by scope of project.

e. no guarantee of amount of assets videographed

Services are ordered in 4, 6- or 8-hour increments with no guarantee that the requested quantity of products or other content can be completely photographed. Oscar & Associates will work with you in estimating the amount of time that may be needed to complete the project. Oscar & Associates takes no responsibility if the time to complete the project takes longer than estimated or ordered time.

f. review content on site

Oscar & Associates will provide access for reviewing the content captured on site. Oscar & Associates not responsible for content that is approved on site and later is unapproved.

g. Work in Process (WIP) will be delivered within 10 business days of last day of filming.

h. No notes within 5 business days project will be placed on hold and moved to the back of the que

i. No notes within 15 business days project will be taken offline and archived. A \$100 charge will be billed to restart project.

7c – On show site – exhibit photography

a. Prep for shoot

Assigned photographer will make contact with designated contact prior to the day of the requested shoot to review needs and confirm date and time to return to photograph.

b. Shoot

Photographer will arrive for assignment at agreed upon date and time. Booth and products must be ready to be photographed. All products should be pulled, cleaned and operating with lights and monitors on prior to Oscar & Associates arrival. Should the area not be ready to be photographed Oscar & Associates will provide a 15-minute window to finalize and prepare beyond that a fee of \$50 per 15 minutes wait time will be added to final invoice for delay. Should client not be ready for the shoot In some instances photographer will need to re-schedule as they will be booked for another shoot. Should this happen Oscar & Associates will make every effort to re-schedule but cannot guarantee it. Should an agreeable time not be able to be set Oscar & Associates will refund 50% of the service fee.

c. On site supervision

If detailed photography instructions are not provided prior to the shoot, then a designated-on site supervisor must be with photographer directing the shoot.

d. Change of date and time –

If you need to change the date and time of the agreed upon date and time less than 24 hours before the scheduled shoot a \$150 change fee will be accessed.

e. Authorizations

Client represents and warrants to Oscar & Associates that it has obtained any and all necessary authorizations, permits, licenses, or other agreements such that Oscar & Associates has full rights to provide the services requested by the Client hereunder.

7d On show site – Videography

a. Prep for shoot

Assigned videographer will make contact with designated contact prior to the day of the requested shoot to review needs and confirm date and time to return to videograph.

b. Shoot

Actual filming times may be shorter than the time the videographer is scheduled to be at your booth. Scheduled shoot times include setup and breakdown of videographer equipment and may vary depending on the type of shoot and the equipment. Setup and breakdown typically take 10-15 minutes each for a standard one camera shoot. The amount of footage a videographer records depends on the amount of activity going on within the booth.

c. Equipment

Standard HD Kit - includes 1 wireless mic, tripod and 1 light kit (on-camera or external - videographer's choice). The light kit is dependent on the shoot needs. We will only supply an on-camera light unless specifically requested otherwise. Please contact us for additional or specific equipment needs.

d. On site supervision

If detailed photography instructions are not provided prior to the shoot, then a designated-on site supervisor must be with photographer directing the shoot.

e. Change of date and time –

If you need to change the date and time of the agreed upon date and time less than 24 hours before the scheduled shoot a \$150 change fee will be accessed.

f. Authorizations

Client represents and warrants to Oscar & Associates that it has obtained any and all necessary authorizations, permits, licenses, or other agreements such that Oscar & Associates has full rights to provide the services requested by the Client hereunder.

7e -Event Photography & Videography

EVENT SCHEDULE: The Client agrees to confirm the schedule of the Event at least one-week prior to the date of the Event. Notification of any changes in schedule must be made in a timely manner and confirmation of receipt must be obtained from the Company by the Client. The Client is responsible for providing Oscar & Associates with the correct date of the Event and shall bear the full risk of loss if the Client provides an incorrect Event date or time.

NUMBER OF PHOTOS: Oscar & Associates does not guarantee any number of photos for the hosts or for each user or guest.

AUTHORIZATIONS: The Client represents and warrants to Oscar & Associates that it has obtained any and all necessary authorizations, permits, licenses, or other agreements from the Event host and each and every guest attending such Event, such that Oscar & Associates has full rights to provide the services requested by the Client hereunder.

This includes, but is not limited to, any protected intellectual property, such as copyrights, trademarks, rights of publicity, that may appear in the photographs taken by the Company or its equipment (including any such intellectual property present in the background of such photographs based on the location of the Event guests), and the permission necessary to enable guests to take such photographs. The Client agrees to indemnify, defend, and hold Oscar & Associates harmless for any breach of this section.

8. Delivery

After production is complete, the Content will be delivered through our Image Hosting Service. We will email you a link so you can view and download all work that we've completed for you. The link will be active for 15 days. We recommend that you download all Content for your records in the event of data loss or expiration of the link. There is a \$75 fee for re-delivery of Content once the link expires.

We contract with a third-party vendor who manages the website and software that runs our Image Hosting Service. While we make every effort to ensure availability, stability and security of this service, we cannot guarantee 100% uptime or that it will be secure against all attacks. You agree that we are not responsible for loss associated with the availability, security, or confidentiality of the Content delivered through our Image Hosting Service. We are not obligated to store or archive the Content for you and if we do this as part of our Image Hosting Service, such storage should be considered as a convenience only.

9. License and permitted use of Content

You may use Content we deliver to you in connection with your order, only after full payment has been submitted, for any permitted use that does not violate this agreement. The rights granted herein are subject to the prohibited uses in Section 12. We hereby grant to you the following rights:

- a. Perpetual use.** There is no expiration date on your rights to use the Content, meaning you can use the Content forever with no end date.
- b. Exclusive use.** You have the exclusive right to use the Content. This means we will not license the Content to other parties. However, we retain the right to use the Content for our own promotional publication and internal use.
- c. Worldwide uses.** There are no geographical restrictions on your use of the Content. You may use the Content worldwide.
- d. Unlimited use.** Except as provided in section 14(b) below, you may use and display the Content an unlimited number of times.
- e. Derivative works.** You may modify, retouch, combine, crop, annotate, or otherwise edit and create derivative works from the Content. Our Content contained within derivative works you create

remain our copyrighted material and the terms and restrictions within this license also applies to those derivative works.

f. Permitted uses include but are not limited to websites, online stores, online advertisements, email newsletters, video, film, television, printed advertisements, printed catalogues, product packaging, billboards, computer software, and mobile applications.

10. Prohibited uses

a. Unlawful use. You may not use the Content in any illegal manner. You may not use the Content in any defamatory manner or use the Content to harass any person. Content may not be used for pornographic purposes. You may not use the Content in any way that violates the trademark, copyright, or other intellectual property of any other party.

11. Copyright ownership & transfer

a. Copyright ownership. All Content remains the copyrighted intellectual property of Oscar & Associates. No transfer of copyright or ownership in any of the Content is granted unless explicitly agreed to in writing by us.

b. Transfer, and sub-licensing. You may not transfer or sub-license the Content to any other party, with the following exceptions:

Subcontractors. Your subcontractors may use the Content for the purpose of achieving your final intended use. Examples include but are not limited to: Your website designer using the Content to publish to your website. Your printing company using the Content to print a catalog. Your marketing company to create and broadcast an advertisement. Your subcontractors may not use the Content for any purpose other than facilitating your intended end-use.

Your employer or client. If you are ordering our services on behalf of your employer or your client, then you may permit that entity to use the Content. If you permit your employer or client to use the Content, you certify that you have received authorization that they be bound to this entire Agreement. If such authorization has not been granted to you then they may not use the Content.

Sale of company or entity. If we grant a license to your company or entity and that company or entity is later sold to another party, the license shall automatically transfer to the new owner.

c. No claim of authorship. You may not claim you are the author of the Content. In any case where the author of the Content is specified it must be attributed as "Copyright Oscar & Associates."

12. Intellectual property of third parties

Intellectual property visible on Merchandise. In some cases, merchandise you direct us to photograph, or props used in conjunction with that Merchandise, may contain trademarks, logos, artwork, or copyrighted designs that become visible in the finished Content we produce for you at your direction. By directing us to photograph Merchandise containing visible intellectual property, you certify that you either own, or have received explicit permission from the owner, to use any and all trademarks, logos, artwork, or copyrighted designs, visible on all of the Merchandise you have directed us to photograph. By using the Content, you certify that the Content and your use of the Content, does not infringe on the intellectual property rights of any third party. You understand that it is your sole responsibility to obtain necessary permission to use any and all trademarks, logos, artwork, copyrighted designs, or other intellectual property visible within the Content.

13. No warranties

The Content is provided, to the maximum extent permissible by law, “as-is” with no warranties of any kind, either express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose. We do not warrant or represent that the Content will meet your requirements or that the Content will be free of errors.

14. Website

a. **Access and use of content.** Unless noted otherwise, all materials on the Website including text, images, logos, icons, photographs, and any other materials written or otherwise that are part of the Website (collectively, the “Contents”) are copyrighted property owned by Oscar & Associates, one of its affiliates, or by third parties who have authorized their materials for use on our Website and are protected by U.S. and international copyright laws. U.S. and international copyright laws also protect the arrangement of the Contents of this Website and the method of presentation of these materials. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way, in whole or part, any of the Contents, the Website, or any related materials, except that we grant you non-transferrable, non-exclusive, limited permission to access Content and display this Website on your computer or device. This permission is on the condition that you do not modify the Content on this Website, that you keep intact any copyright or trademark notices, and that you accept the terms, conditions and licenses accompanying any Content contained within this Website.

b. **Website security** Users are strictly prohibited from violating or attempting to violate the security of this Website, including but not limited to:

1. **Unauthorized access.** Accessing data not intended for a user or logging into any server or account that the user is not authorized to access.
2. **Vulnerability scanning.** Attempting to scan or test the vulnerability of the Website or any system or network associated with the operation of Oscar & Associates.
3. **Interference.** Attempting to interfere, without limitation, with service between the Website and any user, with the secure operation of the Website, or with the stability of the Website via means of submitting a virus to the Website, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” the Website.
4. **Spamming.** Sending unsolicited email, including promotions and/or other advertising of products or services.

c. **Accuracy.** We make every effort to ensure the accuracy of the information contained on this Website. However, we are not liable for typographic errors, pricing errors, omissions, or mistakes that may be present in the content of the Website. If you find an error on our website, please contact us so we can fix it.

d. **Linked Websites.** This Website may contain links to third party websites. We do not accept responsibility for any such links and do not endorse or monitor them for

content. We shall not be responsible for any damage or loss sustained through the use of these linked websites or their services.

e. **Internet transmission problems and viruses.** Due to transmission problems or technical difficulties with the Internet or this Website, it is possible for you to receive inaccurate incomplete, or outdated copies of information from this Website. It is also possible for computer viruses or malicious software to affect this Website or be inadvertently downloaded from this Website. We shall not be responsible for any inaccurate or incomplete information delivered to you as a result of a technical or transmission problem. We are also not responsible for any damage caused by malicious software or viruses downloaded in connection with the use of this Website. We recommend you use appropriate commercially available antivirus software to help protect yourself from this type of attack.

15. Refusal of service

If we feel your project is not a good fit, we reserve the right to refuse service and decline the project.

16. Indemnification

You agree to indemnify and hold us and our employees, officers, and owners, harmless from any losses, including all attorney fees that may result from any claims you make that are prohibited under these Terms due to any Limitation of Liability or other provision. You agree to indemnify, defend, and hold us harmless against any losses, including attorney fees, which result from third-party claims alleging you did something that, if true, would be a violation of any of these Terms.

17. Limitation of liability

You assume full responsibility for any loss that results from your use of our Service or Content to the maximum extent permitted by law. We and our employees, officers, and owners are not liable for any indirect, special, punitive, or consequential damages under any circumstances, including delays, even if it's based on negligence or if we've been advised of the possibility of such damages.

18. Severability

If any of these Terms are found to be unenforceable for any reason, such provision shall be modified only to the extent necessary to make the provision enforceable and all other Terms shall remain in full force and effect. If we choose not to act on a breach of these Terms for whatever reason, it does not constitute a waiver of our rights with respect to such a breach or any subsequent breaches of these Terms.

19. Attorney fees

In the event of litigation, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

20. Equitable relief

If you violate these Terms, we may seek injunctive relief from the courts or other equitable relief.

21. Assignment

You may not assign your rights under these Terms to any other party. However, we may assign our rights to any other entity or individual at our discretion.

22. Governing law

These Terms shall be governed and construed under Illinois law. Any action or proceeding arising from these Terms or your use of our Service or Content must be held in the State and Federal courts in Cook County, Illinois.

23. Entire Agreement

These Terms of Service make up the entire Agreement and supersede all prior agreements, understandings, and representations.

Contacting us

If you have any questions about this Agreement, our Website, or any of our services please direct these inquiries to:

Whanau, Inc
dba Oscar & Associates

Phone: 312-922-0056

Email: mail@hellooa.com