#### **TERMS & CONDITIONS**

Last updated: August 17, 2025

These Terms & Conditions ("Terms") apply to your use of the Print Pop Live website (the "Site") and to bookings and services we provide, including mobile live printing and photobooth experiences (collectively, the "Services").

By accessing our Site or booking our Services, you agree to these Terms. If you do not agree, please do not use the Site or Services.

### 1. WHO WE ARE

Print Pop Live ("Print Pop Live," "we," "us," "our") is a mobile print and photobooth business that provides live printing, photobooth, and related services at events, schools, campuses, and other venues.

### 2. ELIGIBILITY

You must be at least 18 years old and able to enter into a binding contract to book our Services. If you are booking on behalf of a school, company, or organization, you represent that you have authority to bind that entity.

#### 3 WEBSITE USE

#### 3.1 License

We grant you a limited, non-exclusive, non-transferable license to access and use the Site for personal or organizational use consistent with these Terms.

# 3.2 Prohibited activity

## You agree **not** to:

- Use the Site for any unlawful purpose
- Attempt to interfere with or compromise the security or integrity of the Site
- Scrape, copy, or reuse content or code without permission
- Upload or transmit viruses or malicious code

• Attempt to gain unauthorized access to our systems

We may suspend or terminate access if we believe you are misusing the Site.

## 4. BOOKINGS, DEPOSITS & PAYMENTS

# 4.1 Quotes & proposals

Any quote or proposal we provide (by email, PDF, or form) is an **estimate** and not a binding contract until:

- You confirm in writing (e.g., email or booking form), and
- Any required deposit/retainer is paid, and
- We confirm the booking in writing.

We reserve the right to refuse or cancel a booking for reasons including safety concerns, availability, or non-payment.

# 4.2 Deposits & balance

Unless otherwise stated in writing:

- A refundable deposit (non-refundable within 7 days of the event) of 50% is required to secure your event date.
- The remaining balance is due by 3 days before the event.

If full payment is not received by the agreed deadline, we may treat the booking as canceled by you.

## 4.3 Payment methods

Payments may be made via [credit/debit card, ACH, check, cash, etc.] through our authorized payment providers. Fees, taxes, and travel charges (if any) will be outlined in your quote or invoice.

## 5. CANCELLATION, RESCHEDULING & REFUNDS

Customize this section to match your real policy.

#### • Client cancellations:

o If you cancel within 7 days of the event, your 50% security deposit will NOT be refundable due to staffing, scheduling, and preparation costs.

## • Rescheduling:

- We will make reasonable efforts to accommodate rescheduling requests. New dates are subject to availability.
- Deposits may be applied to a new date if rescheduled more than 7 days before the original date.

#### • Our cancellations:

- If we are unable to provide services due to unforeseen circumstances (e.g., illness, equipment failure, severe weather, emergencies), we will:
  - Attempt to arrange a suitable replacement; or
  - Offer to reschedule; or
  - Provide a refund of amounts paid for services not delivered, at our discretion.
- This refund or reschedule will be your sole remedy.

# 6. CLIENT RESPONSIBILITIES (EVENTS)

## You agree to:

- Provide accurate event details (date, time, location, access instructions).
- Secure permissions from the venue and relevant authorities (including schools) for us to operate on-site and to take photos.
- Ensure there is adequate space, power, and Wi-Fi (if required) for our equipment, as specified by us.

- Obtain and manage any necessary photo/video consents or media waivers, especially for minors.
- Maintain a safe, respectful environment for our staff and equipment.

We reserve the right to suspend or stop services if conditions are unsafe, equipment is at risk of damage, or staff are being harassed or threatened. In such cases, no refund may be provided.

### 7. PHOTOS, PRINTS, DESIGNS & INTELLECTUAL PROPERTY

# 7.1 Guest photos and event images

Photos taken at our photobooth or during live printing events are generally for:

- Guest enjoyment (prints and/or digital copies), and
- The event organizer's use, and
- Our portfolio and marketing, **to the extent allowed** by our agreement with you and applicable permissions.

You are responsible for ensuring that your guests are aware photographs are being taken and how they may be used, especially in school/organizational settings.

## 7.2 Use of your logos and artwork

If you provide logos, designs, or other artwork:

- You represent and warrant that you have all necessary rights and permissions to use that artwork and to allow us to reproduce it.
- You agree to indemnify us from any claims arising from the use of artwork you supplied (see Section 11).

We may keep copies of artwork and templates for reorders and portfolio examples (e.g., a mockup of the event setup), unless you request otherwise in writing.

## 7.3 Our branding and content

All rights in our brand name, logo, service concepts, website content, and photos that we originate remain with us or our licensors. You may not reuse our content for commercial purposes without our prior written permission.

## 8. QUALITY, COLORS & TECHNICAL LIMITATIONS

We aim to deliver high-quality prints and digital images. However:

- Colors may appear differently in print versus on-screen, and we cannot guarantee exact color matching.
- Technical issues (lighting, venue constraints, guest behavior, etc.) may affect the final result.
- If guests do not use the booth or arrive late, we are not responsible for a lower number of photos than anticipated.

If you believe there is a significant quality issue, notify us within 2 days after the event so we can review and try to address it in good faith.

#### 9. THIRD-PARTY LINKS & SERVICES

Our Site may contain links to third-party websites, tools, or social media platforms. We are not responsible for their content, privacy practices, or services. Your use of third-party sites is at your own risk and subject to those sites' own terms and policies.

#### 10. DISCLAIMERS & LIMITATION OF LIABILITY

#### 10.1 Disclaimers

To the fullest extent permitted by law, our Site and Services are provided "as is" and "as available," without warranties of any kind, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 10.2 Limitation of liability

To the maximum extent permitted by law:

• We are not liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to your use of the Site or Services.

• Our total liability for any claim related to the Services will not exceed the amount you actually paid us for the specific event or service giving rise to the claim.

Some jurisdictions do not allow limits on certain damages, so some of the above may not apply to you. In those cases, we will only be liable to the smallest extent required by law.

#### 11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Print Pop Live and our owners, employees, contractors, and agents from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Site or Services
- Your breach of these Terms
- Any artwork, content, or event details you supply (including IP or privacy violations)
- Your failure to obtain required permissions or releases (especially involving minors)

#### 12. CHANGES TO TERMS

We may update these Terms from time to time. When we do, we will change the "Last updated" date above. Your continued use of the Site or Services after changes take effect means you accept the new Terms

#### 13. GOVERNING LAW & DISPUTES

These Terms are governed by the laws of the State of New York, without regard to its conflict of law rules.

Any dispute arising under or relating to these Terms or our Services shall first be discussed in good faith between us. If not resolved, disputes will be handled in the state or federal courts located in Queens County, New York, and you agree to the jurisdiction and venue of those courts.

#### 14. CONTACT

If you have questions about these Terms, please contact:

Print Pop Live

Email: hello@printpoplive.com

Address: 46-02 21st St #1032, Long Island City, NY 11101