

Terms and Conditions

Provision of services

These terms and conditions apply to the provision of the services detailed in our quotation by Photowonder Europe Limited (we or us) to the person buying the services (you). If you do not agree with the terms and conditions below, please do not attempt to use any of the tools available on our web site(s) or servers. If you have any questions about the Terms of Service, please contact uk-customerservice@photo-wonder.com

You agree to read the terms and conditions carefully before using Photowonder services. Continued use of our services indicates your acceptance of the terms and conditions.

Authorised Users

1. Photowonder services are provided on a trade-only basis. You certify that you are a business or sole trader in order to use our services. The services are not available for personal use.
2. You certify that you are the authorised user of your Photowonder account, or that you have received authorisation from the authorised user to use this account.

General

1. Photowonder services may be supplied via <https://orders.pwdata.jp/> or file transfers, i.e. FTP, SFTP, WeTransfer, Dropbox or similar file transfer systems. Any login details provided must be kept confidential and secure. You are responsible for ensuring your password is safe and secure.
2. The description of the services is as set out in the website, catalogues, brochures, production manuals or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the final images supplied based on the originals provided.
3. In the case of services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate and copyright free. We accept no responsibility for breaches of copyright for images supplied to us for processing. We assume necessary steps have been taken by you to ensure images are copyright free.
4. All of these terms and conditions apply to the supply of any services unless we specify otherwise.
5. The description of the services on our website does not constitute a contractual offer to sell the services. When an order has been submitted on the website, we can reject it for any reason, although we will try to tell you the reason without delay.
6. Please read the Privacy Policy for our definition of Retail Orders and Production Orders. Our Privacy Policy can be found at www.photo-wonder.com

Intellectual property and acceptable use

1. By submitting images for digital restoration or digital art effects, emailing Photowonder, its employees or authorised agents, you grant Photowonder the exclusive right to copy, produce, transmit, modify, display, and edit any

communication or images received for production purposes. This does not grant Photowonder the right to use submitted images to share, display or use for marketing or promotion without written consent of image rights holder. This right is limited and excludes all communications that contain copyright, trademark information, images or materials. You acknowledge that you understand all Copyright/Trademark laws, and that all images, materials and/or communications submitted to Photowonder (by you) do not violate such laws. You acknowledge receipt of permission from the copyright owner or are the copyright owner of all images submitted. Photowonder is under no obligation to use any communications or images that are submitted by you for any purpose.

2. All content included on the website, **unless uploaded by the users**, is the property of Photowonder, our affiliates or other relevant third parties. In these terms and conditions, content means any text, graphics, images, video, page layout, underlying code and any other form of information capable of being stored in a computer that appears on or forms part of this website. By continuing to use the website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
3. You may for your commercial use do the following:
 - a. Retrieve, display and view the content on a computer screen
 - b. Download, and store the content in electronic form on a disk
 - c. Print content
4. You acknowledge that you are responsible for any content you may submit via the website, including the legality, reliability, appropriateness, originality and copyright of any such content. You may not upload to, distribute, or otherwise publish through the website any content that is (i) confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable, (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content.
5. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Photowonder for all claims resulting from content that you supply.

Turnaround Times

1. **Retail Orders** – orders will be completed within four working days. Working days are defined as Monday – Friday. European customer services is available Monday – Friday 09:00-17:00 except for UK Bank Holidays.

- a. The production facility closes at 14:30 GMT. Urgent requests and cancellations should be made before the closing time to ensure adequate time for processing.
2. **Production Orders** – orders will be completed by the agreed turnaround time set out in your quotation and production manual.
3. You will be notified, within a reasonable time frame, of any holiday dates, planned technical maintenance, or other foreseeable actions that may affect your turnaround time.
4. Turnaround times may be affected by uploads outside of your forecast orders. Please ensure you provide adequate notice of any changes to avoid any unnecessary delays.
5. Where conflicting information is supplied between the forecast and email order notifications, turnaround times may be affected to confirm accurate service requirements.
6. Turnaround times begin once the whole order has been received and downloaded.
7. Any submissions for revisions are prioritised. Where this is due to no fault of our own, we will accommodate urgency where possible.

Data Protection

1. The use of our services is governed by our privacy policy, which can be found at www.photo-wonder.com Each party shall comply with the Data Protection Laws (including all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018; the Privacy and Electronic communications Directive 2002/58/EC, as updated, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/ 2426) as amended) with respect to the processing of the Personal Data (as defined in the Data Protection Legislation).
2. In your capacity as a data controller you warrant to us (acting as a data processor) that you have the legal right to disclose or make available all Personal Data that:
 - a. is contained in any materials you supply to us; or
 - b. you otherwise disclose or make available to us, including Personal Data relating to your business or your clients that is accessed by us or collected by us.
3. You shall only supply to us, and we shall only process, in each case under or in relation with the provision of our services to you:
 - a. the Personal Data of data subjects contained in any materials you supply to us (and such other categories as may be agreed by the parties in writing), including images, job names, text instructions and other types of the Personal Data as required to provide our services to you;

- b. of the categories of the data subjects including your clients or customers;
 - c. as may be required for the provision of our services; and
 - d. for the duration of the provision of our services.
- 4. We shall only process the Personal Data for the purposes of providing, administering and monitoring our services.
- 5. We shall only process the Personal Data during the provision of our services and for not more than 6 months following the end of the provision of the Services by us, subject to the other provisions of this Data Protection clause.
- 6. We shall only process the Personal Data on your documented instructions (including with regard to transfers of the Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.
- 7. You hereby authorise us to make the following transfers of the Personal Data:
 - a. We may transfer the Personal Data to our sub-processors in the jurisdictions identified in sub-clause 13, providing that such transfers must be protected by appropriate safeguards (namely, the use of data processing language and standard contractual clauses); and
 - b. We may transfer the Personal Data to a country, territory or sector to the extent that the relevant data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.
- 8. We shall promptly inform you if, in our opinion, your instructions relating to the processing of the Personal Data infringe the Data Protection Legislation.
- 9. Notwithstanding any other provision of these terms and conditions, we may process the Personal Data if and to the extent that we are required to do so by applicable law. In such a case, we shall inform you of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 10. We shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 11. You and us each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Personal Data.

12. We must not engage any third party to process the Personal Data without your prior specific or general written authorisation. In the case of a specific authorisation, we shall inform you at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if you object to any such changes before their implementation, then you may terminate our contract with you on 28 days' written notice to us, providing that such notice must be given within the period of 14 days following the date that we informed you of the intended changes. We shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on us by this clause.
13. As at the date of these terms and conditions coming into force, you hereby grant your general written authorisation for us to engage, as sub-processors with respect to the Personal Data, third parties within the following categories (and in the following jurisdictions): photographic processing services providers based in India (including Fotografik).
14. We shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist you with the fulfilment of your obligation to respond to requests exercising a data subject's rights under the Data Protection Legislation.
15. We shall assist you in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Legislation. We may charge you at our standard time-based charging rates for any work performed by us at your request pursuant to this sub-clause.
16. We must notify you of any Personal Data breach affecting the Personal Data without undue delay and, in any case, not later than 36 hours after we become aware of the breach.
17. We shall make available to you all information necessary to demonstrate our compliance with our obligations under this clause Data Protection and the Data Protection Legislation. We may charge you at our standard time-based charging rates for any work performed by us at your request pursuant to this clause.
18. We shall delete the Personal Data after the provision to you of services relating to the processing and before the end of the period of 6 months following termination, save to the extent that applicable law requires storage of the relevant Personal Data. If you request a copy of the Personal Data before deletion, we will provide such copy to you at no charge.

19. We shall allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you in respect of the compliance of our processing of the Personal Data with the Data Protection Legislation and this clause. We may charge you at our standard time-based charging rates for any work performed by us at your request pursuant to this sub-clause.
20. If any changes or prospective changes to the Data Protection Legislation result or will result in one or both parties not complying with the Data Protection Legislation in relation to the processing of the Personal Data carried out in connection with our provision of the services to you, then the parties shall use their best endeavours promptly to agree such variations to the contract as may be necessary to remedy such non-compliance.
21. If you are based in the EU or EEA the attached Model Clauses Schedule shall apply between you as the data controller and data exporter and us as the data processor and data importer.

Personalised Quotes

1. You agree to accept these terms and conditions when you accept our quotation.
2. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These conditions apply to the contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
3. Personalised quotes are produced for you only, and any literature including but not limited to, your production manual, are for you only, and must be kept confidential.
4. Quotes are based on the assumption that the quality of images received match the samples supplied during the quotation process. Should the quality of the original differ from the samples, additional charges may be applied. You will be contacted prior to order processing if the image quality affects your pricing.
5. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the services have not started, within a period of 90 days from the date of the quotation (unless the quotation has been withdrawn).
6. If you are supplied with a personalised quote, and a subsequent order is created with no further correspondence, this implies that the quote has been accepted.
7. Production Guides will be periodically reviewed to ensure you are getting the service you need at the best possible price.

Pricing & Payment

All orders

1. All prices quoted are exclusive of any applicable VAT and other taxes or levies that are imposed or charged by any competent authority.
2. You agree that all billing information that you submit is accurate. You agree to pay for services provided by PhotoWonder. PW provides invoices online via email. You

agree that you have reviewed your billing information and that you deem it accurate. You also agree that you will notify Photowonder upon any change in billing/shipping information.

3. All payments due must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off, or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
4. Time for payment shall be of the essence of the contract.
5. If you do not pay within the period set out above, we can suspend any further provision of the services and cancel any future services which have been ordered by, or otherwise arranged with, you.
6. Receipts for payment will be issued by us only at your request.
7. Statements are available on request.

Retail Orders only

8. The prices for the services are set out on the website <https://orders.pwdata.jp/> at the date we accept the order. Prices for services are calculated on a flat fee basis.
9. Any VAT applicable is applied to your order at check-out. It is your responsibility to ensure that you are charged the correct amount of VAT. If the correct VAT is not collected when your order is placed, we will contact you to collect the difference. If you hold a VAT exemption code or VAT registration number and you are based outside the UK, please ensure we hold your correct details.
10. You must pay by submitting your credit or debit card details with your order and we can take payment immediately or otherwise before delivery of the services.
11. If you pay for your services via a distributor, your order information will be supplied to the distributor. Refunds may take up to 60 days to appear on your account.
12. If you are a distributor, payment for the accounts using the services via yourselves must be made within 60 days. You are responsible for collecting any monies owed by the reseller.

Production Orders

13. If your order is placed via file transfer you must pay the invoice within 30 calendar days or otherwise in accordance with any credit terms agreed between us.
14. We will invoice you at the beginning of the calendar month for the work completed during the period of the previous calendar month.
15. If you do not pay within 30 calendar days, we can suspend your account and cancel any future services that have been ordered by you.
16. Prices are based on the service outlined in the Production Guide supplied during your quotation process. Please contact us for a quote for any additions to the pre-agreed service.

Cancellation, rejection, amendment and non-delivery

17. Either we or you can cancel an order for any reason prior to placing your order. Cancellations must be made as soon as reasonably possible to ensure work has not commenced prior to cancellation. If work has already commenced, you may be liable for partial-payment.
18. If you want to amend any details of the services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the fees and invoiced to you.

19. It is your responsibility to contact us within a reasonable time frame to cancel or amend an order. We may be contacted by phone or email.
20. If due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.
21. We are not liable for any delay or non-delivery of services that result from inaccurate contact information.
22. Orders may be rejected and refunded (to the original method of payment) if there is reasonable doubt to the possibility of supplying the highest quality service. You will receive an email notification. If you and your customer decide to place a reorder, with or without additional supporting information or images, you will be liable to pay for the service and may not request a refund on the basis that you have accepted the revised order standards.
23. Reasonable refund requests are accepted. We may ask you to consider an order revision as part, or instead, of a refund depending on the request.
24. Refunds are made to the original method of payment, where possible. The refund may take up to 10 business days to process. No refunds may be issued for services provided beyond a period of 120 days in the past.
25. Either you or we may terminate the contract or suspend the services at any time by a written notice of termination or suspension to the other if that other:
 - a. Commits a serious breach, or series of breaches resulting in a serious breach of the contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice or;
 - b. Is subject to any step towards its bankruptcy or liquidation;
 - c. Fail to make payment due on the due date for payment.
26. On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.
27. Overpayments may be accepted depending on if you have made a prior agreement with us. Prepayments are agreed in advance and may be made for any reasonable amount in advance of placing an order.
28. If you submit a payment in error to our bank account, you may be liable for bank charges to return the funds.

Marketing Material

1. You may reproduce, modify, copy and distribute the marketing material provided for commercial marketing purposes only. Content must not be sold as a whole entity.
2. You cannot sell, license, sublicense, rent, or transfer the images supplied.
3. All reasonable care has been taken to ensure marketing material is copyright free and royalty free. If you have any doubt regarding any image, please cease use immediately.
4. Images may have been supplied with explicit written permission by individuals or purchased with a full commercial license.
5. Some images within the library are on a CC0 license.

6. You do not need to attribute the images to Photowonder.

Prohibited use

1. You may not use the website for any of the following purposes:
 - a. In any way which causes, or may cause, damage to the website or interferes with any person's use or enjoyment of the website;
 - b. In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation or governmental order;
 - c. Making, transmitting, or storing copies of content protected without the permission of the owner.

Registration

1. You must ensure that the details provided by you on registration or at any time are correct and complete.
2. You must inform us of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
3. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
4. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the website. Cancellation or suspension of your registration does not affect any statutory rights.

Availability of the website and disclaimers

1. Whilst Photowonder uses reasonable endeavours to ensure that the website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all users take responsibility for their own security, their personal details and their computers.
2. Photowonder accepts no liability for any disruption or unavailability of the website.
3. Photowonder reserves the right to alter, suspend or discontinue any part (or the whole of) the website including, but not limited to, any services available. These terms and conditions shall continue to apply to any modified version of the website unless it is expressly stated otherwise.

Security

1. Photowonder uses reasonable measures to ensure the protection and privacy of communications, images and billing information submitted to www.photowonder.com. Photowonder uses Secure Socket Layer (SSL) encryption to secure all payment information. You acknowledge that communications and images submitted to Photowonder are not confidential and may be read or intercepted by unanticipated third parties. You agree that if such interceptions occur, Photowonder is not liable in any manner under all applicable laws and jurisdictions.
2. Full details are enclosed in the Privacy Policy found at www.photo-wonder.com.

Successors and our sub-contractors

1. Either party can transfer the benefit of this contract to someone else and will remain liable to the other for its obligations under the contract. The supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Liability and indemnity

1. Our liability under these terms and conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
2. The total amount of our liability is limited to the total amount of fees payable by you under the contract.
3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the services or the performance of any of our other obligations under these terms and conditions for:
 - a. Any indirect, special or consequential loss, damage, costs or expenses or;
 - b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party claims; or
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. Any losses arising directly or indirectly from the choice of services and how they will meet your requirements or your use of the services.
4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
5. Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Circumstances beyond the control of either party

1. Neither of us is liable for any failure or delay in performing our obligations where failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the services to be carried out under these terms and conditions.

Communications

1. All notices under these terms and conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised employee of that party).
2. Notices shall be deemed to have been duly given:
3. When delivered, if delivered during the normal business hours of the recipient,

4. When sent, if transmitted by email and a successful transmission report or return receipt is generated;
5. All notices under these terms and conditions must be addressed to the most recent address or email address notified to the other party.

No waiver

1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right or remedy.

Severance

1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Governing law, jurisdiction and complaints

1. The contract (including any non-contractual matters) is governed by the law of England and Wales. Disputes can be submitted to the jurisdiction of the courts of England and Wales, or where the customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

Photowonder Europe Limited is a company incorporated in England and Wales with registered number (5757229) whose registered address is Suite 2 Healey House, Dene Road, Andover, Hampshire, SP10 2AA, UK and it operates the website www.photowonder.com and <https://orders.pwdata.jp/images/> . The registered VAT number is 885115314.

You can contact us by email on uk-customerservice@photo-wonder.com

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