

SnapMatePhoto Terms of Service

Effective Date: September 18, 2025

Company: SnapMate LLC (d/b/a “SnapMatePhoto”), a Washington limited liability company (“SnapMate,” “we,” “our,” “us”).

IMPORTANT—READ CAREFULLY: Section 20 contains a binding arbitration provision and class-action waiver for Users in the United States. If you do not agree, do not use the Services.

1) Agreement & Scope

These Terms of Service (“Terms”) govern your access to and use of SnapMate’s websites, apps, and services that enable customers to book photography sessions with independent photographers, and enable photographers to offer those sessions (collectively, the “Services”). “User,” “you,” or “your” means anyone who uses the Services, including Customers and Photographers. By using the Services, you agree to these Terms and to our Privacy Policy (posted on our site).

2) Key Definitions

- Customer: a User who requests, books, or purchases a photo session.
- Photographer: a User who lists, offers, or performs photo sessions. Photographers are independent contractors, not employees, partners, joint venturers, or agents of SnapMate.
- Booking: a confirmed session between a Customer and a Photographer through the Services.
- Managed Session / Enterprise Booking: a Booking paid by or for an organization (e.g., school/club/company) invoiced via Stripe or a SnapMate payment link.
- Content: text, photos, video, reviews, profiles, and other material you upload, post, or otherwise provide.
- Personal Use: non-commercial use such as personal social posts, prints, and sharing with friends/family.
- Commercial Use: use of photos for any business or revenue-generating purpose (including business websites, brand social, paid ads, product packaging, sales collateral, investor materials, PR, and promotional emails), excluding unlawful or defamatory uses and uses that falsely imply endorsement.

3) Eligibility & Accounts

You must be 18+ (or the age of majority where you live) to use the Services. Create one account per person and keep your credentials secure. You are responsible for all activity under your account.

4) Platform Role (We’re a Venue, Not the Provider)

SnapMate does not provide photography services and is not a party to contracts between Customers and Photographers. We operate an online venue and payments infrastructure (via Stripe). Except as expressly stated for Managed Sessions, we are not the employer, agent, or insurer of any Photographer or Customer.

5) On-Platform Only (Non-Circumvention)

1. You must communicate, book, and pay through the Services for any lead discovered through SnapMate.
2. You agree not to solicit or accept off-platform payment or contact details to transact outside SnapMate for 12 months after the most recent interaction with a User found via SnapMate.
3. Violations may result in account suspension, withholding of payouts, and liquidated damages equal to the greater of US \$500 or 20% of the off-platform transaction(s), plus reasonable investigation/collection costs. The parties agree this is a reasonable pre-estimate of harm (not a penalty). SnapMate may also seek injunctive relief to enforce this Section.

6) Payments, Holds & Payouts (Stripe)

4. Processor. We use Stripe for payments. By paying or receiving payouts, you accept the Stripe terms applicable to you.
5. Charges. Customers pay at booking. Amounts may include session price, taxes/fees, and add-ons.
6. Holds. SnapMate may hold funds until the session is completed (and, for digital deliveries, until assets are posted) or for risk, fraud, or dispute checks.
7. Payouts to Photographers. Payouts are made to the Photographer's connected Stripe account after completion and any required delivery confirmation, subject to chargebacks, refunds, disputes, and these Terms.
8. Taxes. Each User is responsible for all applicable taxes (e.g., income, sales/use, VAT/GST). In the U.S., SnapMate may issue Form 1099-NEC where required.

7) Pricing, Fees & Receipts

Photographers generally set their own prices. SnapMate may charge service, platform, or processing fees disclosed at checkout. We may change fees prospectively with notice. Receipts are issued electronically.

8) Cancellations, Reschedules & Refunds

Customer-initiated

- ≥ 7 days before session start: 70% refund.
- 48 hours— < 7 days: 50% refund.
- < 48 hours or no-show: no refund.

Photographer-initiated

- If a Photographer cancels after confirmation, SnapMate may (a) offer a replacement or (b) issue a refund.
- Photographers agree to a cancellation fee equal to 30% of the booking price (deducted from future payouts) for non-force-majeure cancellations inside 7 days.

Weather & Safety. For outdoor shoots, parties will make good-faith efforts to reschedule. If rescheduling is impossible, refunds follow the policy above unless a listing states a different weather policy.

Managed/Enterprise Bookings. Follow the invoice/SOW terms; if silent, apply the default above. Stripe returns of processing fees are not guaranteed. Nothing here limits your statutory rights.

9) Delivery; Acceptance; Revisions

9. Delivery. Photographers will deliver edited photos (or stated deliverables) by the timeframe shown on the listing or mutually agreed in writing.
10. Acceptance. A Booking is deemed accepted 7 days after delivery unless the Customer flags a material issue through in-product support within that window.
11. Minor Fixes. Unless a listing says otherwise, Photographers will make up to one reasonable round of edits consistent with the booking scope (no re-shoot). Additional edits may be billed.

10) Intellectual Property & Licenses (Photos & Content)

10.1 Ownership

- Photographer Copyright. Photographers retain copyright in their work unless an express written assignment says otherwise.
- No SnapMate Ownership. Except for the licenses granted below, SnapMate does not acquire ownership of your photos or other Content.

10.2 License to Customer (Commercial + Personal; No Attribution)

Upon full payment, the Customer receives a worldwide, perpetual, non-exclusive, royalty-free license to use, copy, modify, display, and distribute the delivered photos for both Personal and Commercial Use. No attribution is required (though appreciated).

Restrictions: The license does not permit unlawful, defamatory, or misleading uses, or uses that falsely imply a person's endorsement. Sensitive uses that a reasonable subject would find offensive require explicit written consent.

10.3 Customer Commercial-Use Clearances (Warranties)

For any Commercial Use, Customer represents and warrants that: (i) Customer has obtained and will maintain all necessary rights, permissions, consents, and releases (including model/likeness, location/venue, and any third-party trademarks or copyrighted works that appear); (ii) such use

will not be unlawful, defamatory, or misleading; and (iii) Customer will comply with applicable laws and advertising rules.

10.4 Platform License (Operations & Marketing)

You grant SnapMate a worldwide, perpetual, irrevocable, royalty-free, sublicensable and transferable license to host, reproduce, display, adapt, distribute, and create derivative works from Content you upload (including photos, titles, captions, and reviews) to operate, improve, and market the Services (e.g., thumbnails, search results, emails, help center examples, PR/press kits, social posts, app-store screenshots). You may remove Content prospectively; existing uses and copies may persist as permitted by law.

10.5 Portfolio → Platform Marketing (Automatic License & Warranties)

12. When a Photographer uploads photos to a public SnapMate portfolio or marks a gallery as public, the Photographer licenses those photos to SnapMate on the terms in 10.4 for operating, promoting, and marketing the Services in any media (including paid/organic ads and partner placements). Photo credit is optional at SnapMate's discretion;
13. Photographer represents and warrants such photos are lawful to display/market and that Photographer holds valid, written releases/permissions from identifiable persons (including a parent/guardian for minors), venues/property owners where required, and any third-party IP that needs permission; Photographer will promptly provide proof of such releases on request;
14. No further approval or payment is required for SnapMate's marketing/display uses; to the extent permitted by law, Photographer waives approval rights and moral rights;
15. Takedown is prospective only: upon written request, SnapMate will cease new placements within a commercially reasonable time; existing materials (e.g., printed assets, published posts, ads in flight) may run to depletion; and
16. Photographer will not upload as public any photos that are contractually confidential/private or prohibited from marketing use.

10.6 Model/Likeness & Third-Party Rights (Summary)

- Customer is responsible for consents/releases necessary for Customer's uses.
- Photographer is responsible for consents/releases necessary for portfolio/public uploads.

11) Reviews & Community Standards

Users must post truthful reviews based on actual sessions, avoid harassment or hate, and comply with law. SnapMate may moderate, remove, or decline Content that violates these Terms.

12) Safety; Minors; Background Checks

For sessions involving minors, a parent/guardian must be present and consent. Photographers represent they will comply with venue rules and applicable law. If SnapMate offers identity or background checks, they are limited and not guarantees of safety or suitability—always use diligence.

13) Photographer Terms (Independent Contractor Rules)

17. You are an independent contractor and solely responsible for tools, expenses, insurance, and lawful operation of your business. SnapMate does not provide insurance.
18. You will keep your listings accurate; meet delivery/quality commitments; comply with law (including tax and employment laws); and maintain necessary permits.
19. You authorize SnapMate to collect amounts from Customers, deduct fees/adjustments, resolve disputes in good faith, and remit payouts.
20. You will not misrepresent credentials or portfolio; you will safeguard Customer data and deliver assets securely.
21. You acknowledge each Booking includes the commercial license to the Customer described in Section 10 and will price accordingly.
22. You consent to SnapMate holding, offsetting, or reversing payouts to address refunds, chargebacks, fraud, or violations.

14) Customer Terms

23. You will show up on time, follow reasonable directions needed to complete the session, and promptly provide preferences/selection info requested by the Photographer.
24. You will not use delivered photos beyond the granted license without required permissions (e.g., publicity/model releases).
25. You authorize SnapMate to charge your payment method for bookings, add-ons, damages you cause to Photographer property, or other amounts you owe under these Terms.

14A) Release Between Users

To the maximum extent permitted by law, you release SnapMate from any claims, demands, and damages of every kind, known and unknown, arising out of or in any way connected with disputes between Users (including between Customers and Photographers). If you are a California resident, you waive California Civil Code §1542 and similar laws.

15) Managed/Enterprise Bookings (B2B)

26. Invoices or payment links may be issued by SnapMate; the organization is the Customer.
27. SOW/Invoice Controls. If an SOW, insertion order, or invoice conflicts with these Terms, the Managed/Enterprise terms control for that Booking.
28. Liability caps in Section 22 apply to Enterprise Bookings unless the SOW expressly states a different cap.
29. SnapMate may coordinate scheduling/logistics while remaining a marketplace; Photographers remain independent.

16) Prohibited Conduct

- Violate laws.
- Post unlawful, infringing, or hateful Content.

- Reverse engineer or scrape the Services.
- Interfere with bookings.
- Circumvent fees/security.
- Upload malware.
- Harm other Users or the platform.
- Post others' personal data without permission.

17) Third-Party Services

Your use of third-party services (e.g., Stripe; Google integrations if you connect them) is subject to their terms. SnapMate is not responsible for third-party services or outages.

18) Privacy

See our Privacy Policy for details. We collect/process data such as name, email, location, photos, and payment info; we use service providers (e.g., Stripe, AWS). You may request account deletion as described there.

19) IP Complaints; Repeat-Infringer Policy (DMCA)

SnapMate responds to notices of alleged infringement consistent with 17 U.S.C. §512 and comparable laws. We may remove or disable access to material alleged to infringe and, where appropriate, terminate accounts of repeat infringers.

Submitting a Notice. Provide: (i) your contact info; (ii) identification of the copyrighted work and the material claimed to be infringing (URL); (iii) a statement under penalty of perjury of your good-faith belief; and (iv) your electronic/physical signature.

Counter-Notice. If you believe removal was in error, send a counter-notice with the information required by §512(g).

SnapMate's designated agent information is posted on our Legal page and may be updated.

20) Dispute Resolution, Arbitration & Class-Action Waiver (U.S.)

To the fullest extent permitted by law, any dispute between you and SnapMate will be resolved by binding, individual arbitration (not in court) under the AAA Consumer Arbitration Rules.

Waiver of Class/Representative Actions. You may bring claims only on your own behalf.

Small Claims Carve-Out. Either party may bring qualifying claims in small-claims court in King County, Washington (or your U.S. county of residence if required by law).

Injunctive Relief Carve-Out. Either party may seek temporary or permanent injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information, or to enforce Section 5 (Non-Circumvention). The prevailing party in such action is entitled to reasonable attorneys' fees and costs.

Opt-Out. You may opt out of arbitration within 30 days of creating your account by sending written notice via the method posted on our site, stating your name, the email tied to your account, and a clear opt-out statement.

Governing Law; Venue. These Terms are governed by Washington State law (without regard to conflicts rules). For any non-arbitrable claim, exclusive venue is state or federal courts in King County, Washington, and you consent to personal jurisdiction there.

21) Disclaimers

THE SERVICES ARE PROVIDED “AS IS.” SNAPMATE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. We do not control Users or guarantee any session outcome. Without limiting the foregoing, SnapMate is not responsible for delays, failures, or data loss due to the internet or third-party providers (including payment processors, cloud storage/CDN, or hosting), provided SnapMate uses commercially reasonable efforts to restore availability and backups.

22) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SNAPMATE AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY. OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) US \$100 OR (B) THE AMOUNT YOU PAID TO SNAPMATE IN THE 12 MONTHS BEFORE THE EVENT. These limitations apply in the aggregate to all claims and even if any limited remedy fails of its essential purpose. Some jurisdictions do not allow certain disclaimers/limitations; your rights may vary.

23) Indemnification

By Photographer. Photographer will defend, indemnify, and hold harmless SnapMate and its affiliates, officers, directors, and employees from any third-party claim, demand, loss, or expense (including reasonable attorneys’ fees) arising out of or related to: (i) photos or Content Photographer provides; (ii) alleged infringement or violation of IP, publicity, or privacy rights by Photographer’s Content or services; (iii) failure to obtain required releases/permissions for portfolio/public uploads; or (iv) Photographer’s breach of these Terms or law.

By Customer. Customer will defend, indemnify, and hold harmless SnapMate and its affiliates, officers, directors, and employees from any third-party claim, demand, loss, or expense (including reasonable attorneys’ fees) arising out of or related to: (i) Customer’s Commercial Use of photos; (ii) failure to obtain or honor required model/venue/trademark permissions; (iii) Content Customer provides; or (iv) Customer’s breach of these Terms or law.

Process. The indemnified party will give prompt notice and reasonable cooperation; the indemnifying party controls the defense but may not settle any claim that imposes non-monetary obligations on or admits fault of the indemnified party without consent (not unreasonably withheld).

24) Suspension; Termination

We may suspend or terminate your account, remove Content, or withhold payouts if we believe you violated these Terms, risk, fraud, or law. You may stop using the Services at any time; sections that by nature should survive (including payments, licenses, arbitration, and limitations) survive termination.

25) Changes to the Services or Terms

We may modify the Services or these Terms prospectively. If we make material changes, we will provide notice (e.g., by email or in-product). Continued use after the effective date constitutes acceptance.

26) Assignment; Entire Agreement; Severability

You may not assign these Terms without our consent. We may assign them to an affiliate or in connection with a merger, acquisition, or asset sale. These Terms (plus incorporated policies) are the entire agreement between you and us. If any provision is unenforceable, the remainder remains in effect.

27) Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control (e.g., acts of God, labor disputes, internet failures, governmental actions).

28) Notices & Contact

We may send notices to the email associated with your account or via the Services. For questions or notices (including arbitration opt-out and IP notices), use the contact method listed on our website's legal page.

Annex A — Photo Licensing Quick Guide (Informative)

- Default outcome: Photographer keeps copyright. Customer gets a perpetual, worldwide, royalty-free, non-exclusive license for both Personal and Commercial Use, with no attribution required.
- Assignments (optional): If a Customer needs full ownership, do it via a separate written assignment or listing add-on.
- Portfolio & Marketing: Photos a Photographer uploads to their public SnapMate portfolio/galleries may be used by SnapMate for marketing (Photographer must have needed releases).

- Consents: Customer is responsible for consents necessary for Customer's uses; Photographer is responsible for consents for portfolio/public uses.
- Minors: Parent/guardian must be present for sessions and must consent to any public portfolio use where the minor is identifiable.