

willchai.com Services Policy

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No Questions Money Back (NQMB) Policy

Our goal is to ensure you are completely satisfied with our photography and videography services. If for any reason you are not satisfied with the delivered product, we offer a no-questions-asked money back guarantee.

Eligibility

The refund request must be made within 14 days from the date of the final delivery of the photos or videos. The policy applies to all photography, videography, and non-specified packages and services with willchai.com (the business).

Request Process

To request a refund, contact us via email at me@willchai.com. Please provide your order number and the reason for your dissatisfaction (optional).

Review and Approval

Our team will review your request promptly. Once approved, you will receive a full refund within 10 business days via e-transfer. The refund will be processed through an alternative method of payment if not possible via e-transfer.

Partial Refund Option

Clients have the option to request a 50% refund if they are partially satisfied with the work and wish to retain distribution rights. To exercise this option, clients must explicitly state their desire for a partial refund and their intent to distribute the files.

Limitations

- The policy does not cover minor dissatisfaction that could be resolved with additional editing or minor adjustments.
- Refunds are not applicable for services where the issue could be resolved through our unlimited editing revisions.
- Any third-party costs (e.g., travel expenses) are not covered under this policy.
- The policy does not cover cancellations made less than 24 hours before the scheduled shoot.
- Dissatisfaction with our policies after the fact does not constitute dissatisfaction with the product.
- In the event of a full refund, the client waives all rights to use, distribute, or publish the photos/videos. Any use of the materials after receiving a full refund will be considered a copyright violation.

Final Delivery Definition

Final delivery is considered complete when all deliverables (including edited photos and videos) are readily accessible by the client.

Feedback Encouragement

We encourage feedback to continuously improve our services. The policy is designed to give you peace of mind and ensure you have a positive experience with our photography and videography services.

Unlimited Editing Revisions (UER) Policy

This policy is subject to fair use; excessive or unreasonable requests beyond the scope of the initial project may be subject to additional fees.

Fair Use Definition

Fair use of the unlimited editing revisions policy includes reasonable adjustments to colour, contrast, cropping, and minor retouching. Excessive or unreasonable requests may include, but are not limited to:

- Requesting reshoots
- Asking for extensive photoshop work not agreed upon in the original contract

- Requesting changes that significantly alter the artistic style agreed upon initially

Scope of Revisions

Revisions are limited to the adjustments or changes specified during the initial consultation and agreed upon in the project scope. Changes to the project scope, including requests for touch-ups or photoshop work not initially agreed upon, are not covered under the unlimited revisions policy. Such requests may incur additional charges and will be treated as a new service.

Turnaround Time

Each set of revisions will be completed within a specified timeframe, typically within 3-5 business days.

Submission of Requests

All revision requests must be submitted in writing via email to ensure clarity and accurate tracking of changes.

Reasonable Requests

Revisions should be reasonable and within the capacity of standard editing practices. Major changes or overhauls that deviate significantly from the original agreement may incur additional charges.

Exclusions

Revisions do not include new photo shoots or additional services outside of the initial agreement. Revisions must be able to be reasonably completed within the expected time frame and resources available to willchai.com.

Consolidation of Feedback

While the number of revisions is unlimited, clients are encouraged to consolidate their feedback to avoid delays and ensure efficiency.

Original Files

Requests for original raw files or unedited footage are not covered under the unlimited revisions policy.

Client Collaboration

Active collaboration and timely feedback from clients are necessary to complete revisions effectively and within the agreed-upon timeframe.

Revision Request Window

Any and all revision requests must be submitted within 14 days of the final delivery. Revisions upon revisions outside of this window may not be possible due to limited file backup availability. This policy ensures timely adjustments while maintaining the integrity of our file storage system.

Dispute Resolution

In the event of a dispute regarding what constitutes a 'reasonable request', the matter will be resolved through a discussion between the client and the photographer. If an agreement cannot be reached, an independent third-party photographer may be consulted for mediation.

Usage Rights and Licensing

Commercial Use

By engaging our services, you grant us (the business and members of willchai.com) the right to use the photos and videos taken during your session for any commercial purpose, including but not limited to marketing, advertising, and portfolio displays. You retain the right to use the images as you wish.

The photographer retains unlimited and unrestricted commercial use rights for all images created during the session. There are no limitations on how or for how long the photographer may use these images for their own purposes. Clients are not required to provide attribution when using the images.

Raw Files

Raw files or unedited footage will not be provided.

Additional Notices

Privacy and Confidentiality

All personal information and session details are kept confidential and will not be shared with third parties without your consent.

Scheduling and Cancellations

Clients must provide at least 24 hours' notice for cancellations or rescheduling.

Force Majeure and Cancellation

In the event of force majeure (e.g., natural disasters, pandemics) or other significant circumstances beyond our control, we reserve the right to cancel or postpone services. This also applies to lesser, but still important reasons that may affect service delivery. Both the client and the photographer have the right to cancel for valid reasons, which will be evaluated on a case-by-case basis. In such cases, we will work with the client to reschedule or provide a refund as appropriate.

Liability

The business's liability is limited to the amount paid by the client for the specific service. We are not responsible for any indirect, incidental, or consequential damages arising from the use of our services.

Changes to Policy

The business reserves the right to change or amend this policy at any time. Clients will be notified of any changes in advance.

Dispute Resolution

Any disputes that cannot be resolved through direct communication between the client and the photographer will be subject to mediation by a mutually agreed-upon third party. If mediation is unsuccessful, the dispute will be resolved in favour of willchai.com.

Example Request Emails

Refund Request Example:

Subject: Refund Request for Graduation Portraits

Hi Will,

I am writing to request a refund for my recent photography session. While I appreciate the effort put into the photos, I am not fully satisfied with the final delivery.

Thank you for your understanding and prompt response.

Best regards,

John Doe

Revision Request Example:

Subject: Revision Request for Graduation Portraits

Hi Will,

I would like to request some revisions for the graduation photos.

Specifically, I would like adjustments to the lighting and colour balance on images 3 and 5, they are far too yellow and I want them to be shifted to be more blue. Please see attached for what I mean: [attachment]

Best regards,

John Doe

For any questions or clarifications about these policies, please contact:
Will Chai - me@willchai.com