



Service Agreement and Policies

Carolyn Daley, operating as Revival-Images | Effective October 17, 2026

1. About This Agreement

- Revival-Images is a sole proprietorship operated by Carolyn Daley in California, United States (“I,” “me,” or “my”).
- I provide professional digital photo restoration, repair, retouching, enhancement and colorization services.
- These Terms of Service govern your use of the Revival-Images website and any restoration services you purchase.
- By placing an order and affirmatively accepting below terms, you agree to the terms applicable to that order. Browsing the website, viewing the gallery, or reviewing prices without placing an order does not create a service contract.
- These Terms may be updated periodically. The version in effect when you place your order will govern that order, unless a change is required by law or you and I otherwise agree in writing.

2. Eligibility

- You must be at least 18 years old and legally capable of entering into a binding agreement to place an order.
- A parent or legal guardian must arrange and accept responsibility for any order involving a person who cannot legally enter into this agreement independently.

3. Restoration Services and Artistic Judgment

- Each digital restoration is personally completed by Carolyn Daley using Adobe software, custom tools, professional restoration techniques and artistic judgment.
- My goal is to improve the condition, clarity and presentation of your photograph while respecting its original character, photographic qualities and historical context.
- Photographs may contain permanent information loss caused by fading, blur, deterioration, missing areas, physical damage, or other factors. Information that is no longer present cannot always be recovered with certainty.
- Where original details are missing or unclear, artistic interpretation, reference images and historical research may be used to guide the restoration. Such interpretations are not necessarily verified representations of the original scene or its exact colors.
- I will make reasonable efforts to discuss significant limitations before beginning work when they can be identified in advance. However, I cannot guarantee that every detail can be recovered or that a particular visual outcome can be achieved.
- Your order is for the restoration work described in the agreed scope, not a guarantee of a particular result.

4. Estimates and Turnaround Times

- Most restorations take approximately 1–2 weeks.
- More complex projects may take approximately 3–4 weeks or longer.

These are estimates, not guaranteed delivery dates, unless a specific delivery commitment is expressly confirmed in writing.

- The estimated turnaround begins when payment is confirmed and I have received all required, usable images, reference materials and instructions.
- For mailed or locally delivered originals, the timeframe begins once the materials are received and ready for work.
- I will communicate the expected delivery timeframe by email. If additional information, client decisions, or materials are required, the schedule may be adjusted.
- If you purchase a rush service, the applicable turnaround commitment and rush fee will be confirmed before payment. If I miss an expressly guaranteed rush deadline, the rush fee can be refunded, subject to the specific terms agreed for that service.

5. Photographs, Ownership and Permission to Perform Work

- You retain the rights you own in your original photographs. Submitting a photograph does not transfer its copyright to Carolyn Daley, operating as Revival-Images.
- You confirm that you own the photograph or have sufficient permission and legal authority to submit it for restoration and authorize the requested work.
- You grant Carolyn Daley, operating as Revival-Images, limited permission to receive, store, copy, edit, process and deliver your photographs as reasonably necessary to complete your order, communicate with you and fulfill applicable legal obligations.
- This permission does not authorize unrelated commercial use of your photographs.
- Subject to any third-party rights and applicable law, you may use the delivered restoration for your personal purposes. You are responsible for ensuring that your intended use is authorized by the copyright owner and any other rights holders where required.
- If a photograph depicts another person, you confirm that you have the authority necessary to submit it and request the restoration. You are responsible for obtaining any additional permissions required by law for your intended use.
- I do not use facial recognition to identify people in your photographs.

Portfolio and Marketing Permission

- Your photographs will not be displayed in my portfolio, gallery, social media, advertising, or other promotional materials without your separate, affirmative permission.
- This permission is optional and is not a condition of purchasing restoration services. It may be withdrawn for future use by emailing Carolyn@revival-images.com. Withdrawal cannot necessarily reverse material already printed, distributed, or published before the request was received.

6. Pricing and Payment

- Restoration services start at \$48 per photograph. The final price depends on the photograph's condition, complexity, requested services, colorization, additional work and any rush delivery option.
- The full price and applicable fees will be disclosed before payment. All prices are stated in United States dollars unless otherwise specified.
- Payment is due as stated at quote amount acceptance notification. Payments are processed through Stripe or another payment provider identified at checkout. Payment providers process transactions under their own applicable terms and privacy practices.
- If required information or usable images have not been provided, I may pause work until the missing items are received.
- I may decline or cancel an order where reasonably necessary because of suspected fraud, an incorrect listing or pricing error, an inability to perform the requested work, or other legitimate operational reasons. If I cancel an order before completing the agreed work, I will provide any refund required by the Refund, Revision & Delivery Policy or applicable law.

SEE More about payments on the [Payments Information section of this website](#)

SEE more about [Pricing, Services & Quote Guide](#)

7. Preview, Revisions and Approval

- A preview will be provided for review before final delivery. The preview may be supplied by email or through a designated online viewing area.
- Each standard order includes one (1) round of reasonable revision feedback relating to the agreed restoration scope.
- Feedback should be specific and submitted by replying to the preview email.
 - The more specific you are, the more accurate the result: "Please change eye color- her eyes were blue, not green, my grandfather's nose is more thin and looks too wide in the restoration, the background is too dark, lighten to show a bit more of the landscape... etc"
- Additional revisions may incur a fee, which will be disclosed and approved before the additional work begins.
- Requests that materially change the original scope, - such as adding or removing people or objects, combining separate photographs, creating new scene elements, or restoring a different photograph, may be treated as new work and quoted separately.
- Final approval will be documented by email where approval is expressly communicated and provided by the customer.
- If no feedback is received within ten (10) calendar days after the preview notification is sent, I may send a reminder and proceed in accordance with the review and delivery policy. For rush orders, the applicable review period will be confirmed before purchase as a dedicated date with need to be affirmed by both parties.

- Nothing in this section removes any rights you may have under applicable consumer law.

8. Digital Delivery and File Retention

- Completed restoration files will be delivered electronically using the method agreed for your order.
- You are responsible for downloading and securely saving your delivered files promptly. I recommend keeping at least one backup copy.
- I will retain delivered restoration files for at least 60 days after delivery. After that period, files may be deleted unless further retention is agreed or required by law.
- Temporary working files, uploaded images and other materials may be retained for the time reasonably necessary to complete the order, resolve a concern, maintain appropriate business records, or comply with legal obligations, as described in the Privacy policies which are part of these Terms.
- I cannot guarantee permanent storage or future retrieval after the applicable retention period.

9. Physical Photographs and Local Drop-Offs

- If you drop-off original photographs, negatives, slides, or other physical materials, ownership remains yours while those materials are in my possession.
- I will exercise reasonable care while the materials are in my custody. You should retain a backup or duplicate where possible before handing over irreplaceable originals.
- Pickup or return arrangements will be coordinated by email. Please wait for confirmation before collecting your materials.
- Any specific protection, declared value, or liability limit applicable to physical materials must be clearly agreed in writing (email) before the materials are dropped off. Nothing in these Terms excludes liability that cannot legally be excluded.

10. Refunds and Cancellations

- Cancellation, refund, revision and delivery rules are set out in the separate Refund, Revision & Delivery Policies, which forms part of these Terms.
- Please review that policy before purchasing. If the policy conflicts with a specific written commitment made for your order, the specific commitment will govern to the extent agreed and permitted by law.
- Nothing in this agreement waives any non-waivable consumer rights.

11. Acceptable Use

- You may not use the website or services to submit unlawful content, infringe another person's rights, violate privacy rights, or engage in fraudulent or abusive conduct.
- You may not attempt to gain unauthorized access to the website, interfere with its operation, introduce malicious code, or use automated tools to scrape or disrupt the website without authorization.
- I may refuse or cancel an order involving a material violation of these requirements, subject to applicable law and any refund due.

12. Intellectual Property

- The Revival-Images business name, logo, website design, original website text and original marketing materials are owned by Carolyn Daley or used with permission and are protected by applicable intellectual property laws.
- You may not reproduce or commercially exploit these materials without authorization.
- This section does not transfer ownership of your original photographs to Carolyn Daley, operating as Revival-Images or override the rights of third-party copyright owners.

13. Privacy and Electronic Communications

- I use email to communicate about orders, estimates, approvals, revisions, delivery and customer concerns.
- By placing an order, you agree to receive service-related communications electronically. You are responsible for providing a valid email address and checking for messages relating to your order.
- Where required, electronic records and signatures may be used in accordance with applicable law. You may request a paper copy of an order record by contacting me.
- Marketing communications, if offered, are separate from essential service communications and may be subject to separate consent and opt-out requirements.
- Please refer to the Privacy Policies for information about personal information, uploaded photographs, website analytics, cookies and third-party service providers.

14. Website Availability

- The website and its features may occasionally be unavailable due to maintenance, technical issues, or circumstances outside my reasonable control.
- I will make reasonable efforts to maintain website availability but do not guarantee uninterrupted or error-free access.
- I may update, modify, or discontinue website features, provided that doing so does not unlawfully interfere with an existing order or your rights.

15. Limitation of Liability

- To the extent permitted by applicable law, Carolyn Daley, operating as Revival-Images will not be liable for indirect, incidental, special, or consequential losses arising from an order.
- Any limitation on direct damages, including the amount of fees paid for the affected order, applies only to the extent permitted by applicable law and must not be interpreted to exclude liability that cannot legally be limited.
- No provision of these Terms excludes or limits liability for fraud, willful misconduct, or any other liability that cannot lawfully be excluded or limited.

16. Indemnification

- To the extent permitted by law, you agree to be responsible for reasonable losses and costs arising from a third-party claim that your submission of a photograph or your instructions infringed that party's rights or violated applicable law, where the claim resulted from your breach of these Terms.
- I will provide reasonable notice of such a claim and an opportunity for you to cooperate in its defense. This provision does not apply to the extent a claim results from my own negligence, willful misconduct, or unauthorized use of your materials.

17. Events Beyond Reasonable Control

- Neither party will be responsible for a delay caused by circumstances beyond reasonable control, such as natural disasters, fires, serious illness, utility or network outages, or government action.
- If such circumstances make completion impractical for an extended period, either party may cancel the affected order. Any refund will be based on the work completed, the services delivered and applicable law.

18. Governing Law and General Provisions

- These Terms are governed by the laws of California, without regard to conflict-of-law principles, subject to any consumer protections that cannot lawfully be waived.
- If a provision is found unenforceable, the remaining provisions will continue to apply to the extent permitted by law.
- A failure to enforce a provision does not automatically waive the right to enforce it later.
- These Terms, the applicable order details and the Refund, Revision & Delivery Policies constitute the agreement concerning the services purchased, subject to any separate written agreement.
- Nothing in these Terms prevents a customer from exercising a legal right that cannot be waived or restricted by contract.

REFUND, REVISION & DELIVERY POLICIES

My goal is to provide a thoughtful, professional restoration experience. This policy explains cancellations, refunds, revisions, delivery timeframes and the handling of original photographs.

1. Cancellations Before Work Begins

- You may cancel an order before restoration work begins and receive a full refund.
- If I have not received a usable photograph or requested references within five (5) calendar days of payment, I will contact you to follow up. If no work has begun and no usable photograph is received by the end of that period, the order may be canceled and the payment refunded.
- If work has already begun, cancellation and refund eligibility will be assessed under the provisions below and applicable law.

2. Refunds After Work Begins

- Because photo restoration involves individualized professional work, refunds after work begins are not automatic merely because a customer changes their mind or prefers a different artistic result.
- However, if I determine that I cannot reasonably complete the agreed scope of work, I may cancel the affected restoration and provide a full refund for that photograph.
- If a material problem arises with the delivered work, please contact me so I can review the concern and determine an appropriate resolution. Depending on the circumstances, this may include a revision, partial refund, or full refund.
- Refund timing: Processing period can run from 5 -15 business days
- Nothing in this policy excludes any refund or other remedy required by applicable law.

3. Preview and Review Period

- A preview will be sent by email or made available through the designated viewing area.
- Review deadline for moving forward with final delivery - **You will have ten (10) calendar days from the initial preview notification to review the restoration and submit feedback.** A reminder may be sent during this period.
- If no feedback is received by the end of the review period, I may treat the preview as accepted for purposes of proceeding with final delivery. This does not waive any rights or remedies that cannot legally be waived.
- Rush orders may have a shorter review deadline period of one (1) calendar day, provided this is clearly disclosed and agreed before purchase.

4. Included Revision

- Each standard restoration includes optional - one (1) round of reasonable revision feedback within the original agreed scope.
- Please reply to the preview email and describe the adjustments you would like. Specific details and reference images, where available, can help me understand your preferences.
- The more specific you are, the more accurate the result. Examples include: *"Please change eye color- her eyes were blue, not green, my grandfather's nose is more thin and looks too wide in the restoration, the background is too dark, lighten to show a bit more of the landscape... etc"*
- adjusting brightness, correcting a color preference, refining a repair, or making a reasonable change to a restoration detail.
- Additional revision rounds may be available for an additional fee, which will be quoted and approved before iteration work begins.
- Requests that substantially expand the original scope - such as adding or removing people, combining photographs, reconstructing a new scene, or restoring another image -will be quoted as additional work.

5. Delivery Timeframes and Rush Orders

- Standard restorations generally take 1–2 weeks. More involved projects may take 3–4 weeks or longer, depending on complexity and workload.
- The timeframe begins once payment is confirmed and all required usable images and instructions have been received. For physical originals, it begins when the materials have arrived and are ready for work.
- Target delivery dates will be communicated by email. Estimated timeframes are not guaranteed unless an express commitment is made in writing.
- If I miss a specifically guaranteed rush deadline, the rush fee can be refunded. A delay in an estimated standard timeframe does not automatically cancel the order.

6. Digital Delivery and File Retention

- Completed restoration files will be delivered electronically.
- Please download and save your files promptly. I recommend maintaining your own backup copies.
- Delivered restoration files will be retained for at least 60 days after delivery. Following that period, they may be deleted unless otherwise agreed or required by law.

7. Local Drop-Offs and Original Photographs

- Customers delivering original photographs, negatives, or slides must coordinate drop-off and pickup by email.
- I will exercise reasonable care while original materials are in my custody. Please retain a duplicate or backup where possible before handing over irreplaceable materials.

- Pickup arrangements will be confirmed by email. Please do not assume materials are ready for collection until you receive confirmation.
- Any additional protection or agreed liability limit for physical originals must be confirmed in writing before drop-off. No stated limit will apply where prohibited by law.

8. Questions, Concerns, and Billing Disputes

- If you have a concern about your restoration, delivery, or payment, please contact:
Carolyn@revival-images.com
- Please describe the concern and identify the relevant order. I will review the matter and work toward a reasonable resolution.
- You retain the right to dispute a charge through your payment provider or financial institution. I will not penalize you for raising a dispute in good faith or withhold your original photographs in retaliation for a legitimate billing concern.

9. Your Photographs and Privacy

- You retain the rights you own in your original photographs.
- Your photographs will not be used in my portfolio, advertising, social media, or gallery without separate, affirmative permission. Permission to display a photograph is optional and may be withdrawn for future use by emailing Carolyn@revival-images.com
- I do not use your photographs to train AI models. Photographs may be processed using software or service providers as necessary to complete the restoration, subject to the applicable privacy and service terms.
- Nothing in this policy removes any consumer rights or remedies that cannot lawfully be waived.

Contact

For more questions, concerns, or requests relating to an order or these Terms:

contact Carolyn Daley Founder & Restoration Specialist
Email: Carolyn@revival-images.com

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