Photo editing terms and conditions

NKI_Photography · English edition, 11 November 2026

1. Provider and scope

These terms apply exclusively to individual, manually performed digital photo editing services for consumers. The provider is NKI_Photography, proprietor Zülfikar Naki Eken, Industriestr. 18, 47226 Duisburg, Germany, email: info@nkiphotography.de, telephone: +49 176 206 18136. These terms do not apply to photo shoots, events or vouchers. The shop offers only individual photo editing personally and manually performed by the provider.

2. Non-binding enquiry and conclusion of contract

The initial photo enquiry, including file uploads, is free of charge and non-binding. NKI_Photography may reject an enquiry after checking technical feasibility and current capacity. A personal quotation is sent by an individual link. A payment order that has not yet been accepted is generally valid for 14 days. After a PayPal payment process has been started, a reminder is issued after three days without confirmed receipt of payment; after seven days the unpaid transaction is closed. Confirmed payments remain valid. A subsequent order requires a new enquiry. A binding paid order is concluded when the customer accepts the individual quotation in an ordering process expressly marked as subject to payment. The essential service characteristics, total price and contract documents are shown before completion. The confirmed payment receipt determines the agreed start of editing. Submitting a free enquiry or opening a quotation link does not create a payment obligation. Unaccepted or unpaid quotations cannot be reactivated after expiry; a new enquiry is required.

3. Scope of services and reference images

Depending on the individual agreement, services include retouching, cinematic colour and lighting treatment (“Cinematic Editing”) and individually quoted work. Editing is performed personally and manually in appropriate image editing software. The binding scope of work and total price are those stated in the individual quotation. The number of photos to be edited for payment is specified in the order. An additional reference image serves solely as a visual guide; it is not edited or charged for. Results also depend on the quality and resolution of the original files. Requests that are technically infeasible or legally impermissible may be rejected before a contract is concluded.

4. Customer cooperation and rights in uploaded images

The customer must be authorised to provide the uploaded images for editing. The customer confirms that the order and transmission do not infringe copyright, image rights, personal rights or other rights of third parties and must inform NKI_Photography of relevant restrictions. Unlawful or rights-infringing requests may be refused. Rights to the original materials remain with the respective rights holders. NKI_Photography uses the images in principle only for assessing the enquiry, performing the edit and delivering the agreed result. Use for portfolios or advertising requires separate permission or another applicable legal basis.

5. Prices and payment

Only the total price in euros specified in the individual quotation applies. The shop is intended for private consumers. Standard payment is available where the residence and billing address are in Germany or another EU country, even if the two countries differ. If either country is outside the EU, an individual review is required

before payment. Payment is made through PayPal under the personal quotation. Editing will not begin before payment has been confirmed. Work may start before the statutory withdrawal period has expired only if the customer expressly requests this voluntarily and gives the legally required acknowledgement. Otherwise performance begins no earlier than after that period. NKI_Photography currently applies the German small-business scheme under section 19(1) UStG. No VAT is shown separately insofar as its statutory conditions are met.

6. Editing time, delivery and corrections

The initial individual edit will normally be performed within five working days from the next working day after the confirmed PayPal payment, provided the customer has expressly requested and legally permitted an early start. Otherwise editing and the five-working-day period start no earlier than after the statutory withdrawal period; the following working day is the first counting day. Working days are Monday to Friday, excluding statutory public holidays in North Rhine-Westphalia. The customer will be informed of foreseeable delays. Finished images are available via a secure link for 14 calendar days from the date of provision. In the event of technical delivery difficulties, a new link may be provided with a fresh 14-calendar-day validity period. If a voluntary free correction was included in the individual quotation, the customer may request one such correction per agreed edited image within ten calendar days from initial delivery, specifying the requested changes in full. That correction is normally completed within five working days from the next working day after complete instructions are received. Statutory defect rights and claims for improper performance remain unaffected. Additional creative changes may require a new quotation.

7. Statutory right of withdrawal

Consumers have the statutory right of withdrawal. The separate withdrawal information and model withdrawal form are available before conclusion of the contract and are supplied with the contract confirmation. An early start is entirely voluntary, requested separately and documented. If the customer expressly requests performance before expiry of the withdrawal period, they may in the circumstances prescribed by law owe proportionate compensation for work already performed if they subsequently withdraw. For a paid service, the withdrawal right expires early only once the service has been fully performed and all statutory conditions are met. Payment or commencement of work alone does not end this right.

8. Rights of use in the edited results

After full payment, the customer receives the non-exclusive rights required for the intended private use of NKI_Photography’s editing contributions, insofar as such rights exist. This does not enlarge or transfer rights relating to subjects, persons, brands or the underlying photo. Commercial use of the edited result requires a separate agreement to the extent that rights held by NKI_Photography are needed.

9. Liability and statutory claims

Statutory rights relating to defective performance remain fully applicable. NKI_Photography has unlimited liability for intent and gross negligence and for injury to life, limb or health. In the event of simple negligence, liability for breach of essential contractual duties is generally limited to the foreseeable damage typical for the contract. Mandatory statutory liability is unaffected.

10. Confidentiality, privacy and contact

Image files and customer data are processed only for contractual purposes and in accordance with applicable data protection requirements. Further details are set out in the shop privacy notice. Enquiries, withdrawal

notices and complaints may be sent to info@nkiphotography.de. An additional two-step online withdrawal function is available during the statutory withdrawal period at https://nkiphotography.de/shop/widerruf.php. No customer account is required, and receipt is confirmed electronically without undue delay. Mandatory consumer protection provisions in the consumer’s country of residence remain unaffected where applicable. If any provision is invalid, the applicable law takes its place.