



## TERMS & CONDITIONS

By ordering PhotoHabitats products and services you agree to the following:

### 1. Booking

- All Orders are placed by you through PhotoHabitats' online platform, [photohabitats.com](http://photohabitats.com). You may also request Orders be placed by Client Support using our Concierge Service. PhotoHabitats reserves the right to change or cancel an Order as a result of printing errors, technical problems, delivery issues, force majeure, or similar.

### 2. Personal Information/Privacy Policy

- ***PhotoHabitats' website employs high Internet principles for securing data encryption of all online transactions.*** It is strongly recommended that you remember to logout of your account after each session online if you use a public computer/laptop.
- ***We only store the information you have typed and submitted in the signup ordering process.*** We do not store any other private or sensitive information.
- ***To ensure maximum security of financial information and transaction details, we use the processing platform Stripe.***
- We do not actively share any personal information you have entered in our system. However, some information may be accessible to FullFrame, the company that maintains and updates the platform on which PhotoHabitats conducts ecommerce. Should you have any questions regarding the protection of your information, please contact us at [help@photohabitats.com](mailto:help@photohabitats.com).

### 3. Prices

- All prices are in USD. Prices are subject to change without notice.

### 4. Payment Terms

- Payment is required by credit card at the time the Order is placed.
- If your account is invoiced, photos may be watermarked with the PhotoHabitats logo until payment is received. Watermarks are automatically removed upon payment.
- Payment of invoices is due no more than 30 days after receipt of the invoice.
- Invoices unpaid after 30 days are subject to an interest charge of 1.5% per 30 days on the balance of the invoice. If payments are late, a reminder will first be sent via email.

### 5. Changing or Cancelling a Booking

- PhotoHabitats will do all it can to accommodate last minute changes. However, cancellation of a photo shoot booking must happen no less than 24 hours prior to the booking. To compensate the photographer for lost income, cancellations less than 24 hours prior to the booking will incur a fee of \$75.

- PhotoHabitats may at any time change or cancel a booking if weather conditions are deemed unfit for the assignment to be completed. You will be informed of this given an opportunity to reschedule the booking without charge.
- If the client, homeowner, or their representative is late more than 20 minutes after the scheduled booking time or does not show up to provide access to the property at the agreed scheduled booking time, PhotoHabitats will apply a \$75 cancellation fee, and the photo shoot will need to be rescheduled according to the photographer's availability.
- In case the property is not ready for photography, the PhotoHabitats photographer may choose to cancel the photo shoot. A \$75 cancellation fee is applied if the client, homeowner, or their representative agrees to the cancellation.

#### **6. Right of Cancellation & Complaints**

- PhotoHabitats does not offer refunds after products have been delivered, as we deliver a product that is customized and adapted for each client and Order, unless we are negligent in some aspect of the Project.
- If you are dissatisfied with the results of a Project, we will work with you to try and meet your expectations. We will carry out a review of the Project and offer compensation if it is determined that PhotoHabitats or their representatives were negligent.
- Complaints must be filed within 3 working days after a booking is delivered. If no such complaint has been made within this time frame, the Project is considered fulfilled, delivered and approved. If you have any additional changes, requests or complaints more than 3 days after the delivery of the booking, you must place and pay for a new Order online.

#### **7. Responsibilities & Liability**

- PhotoHabitats does not accept any responsibility for delays in bookings as a result of extreme weather conditions, uncommon traffic or transportation conditions, power failures, system failures, system hackings, force majeure or other unanticipated events.
- PhotoHabitats is not liable for any damage to personal artifacts or property occurring during a photoshoot, and will not cover claims for compensation. PhotoHabitats does not accept any responsibility for how the delivered products are used or applied, and all liability from such usage and applications remains with our clients.
- PhotoHabitats does not accept responsibility for missing pets during a booking.
- Independently contracted suppliers (i.e. the photographers) provide all services and are required to maintain liability insurance.
- PhotoHabitats is not liable for any negligence, damages, or wrongdoing on the part of the independent suppliers.
- PhotoHabitats and its independently contracted suppliers are not responsible for damages, delays or failures in performance resulting from acts or occurrences beyond our reasonable control such as weather or other conditions that prohibit services from being rendered as promised. This includes hurricanes, tornadoes, earthquakes, pandemics, and acts of terrorism.
- PhotoHabitats does not accept responsibility for weather conditions during a booking. PhotoHabitats guarantees a Blue Sky on photos with views of the sky.

- Since HOA's and Management companies often have restricted rules regarding photography and video, PhotoHabitats cannot guarantee photos will be taken of amenities and common areas at co-ops, condominiums and apartment buildings. However, an attempt to photograph these common areas and amenities will be made if requested.

#### **8. Limitations of Liability**

- As a representation of the property, PhotoHabitats does not decide or authenticate the accuracy or correctness of floor plans, furnishing colors, furniture placement or the correctness of any other item in regard to the dimensions, scale, actual layout, or color accuracy of the content used to present the property. PhotoHabitats accepts no liability for the accuracy or correctness of any of these elements.
- If for any reason a Client of PhotoHabitats brings lawsuits against PhotoHabitats or any of its subsidiaries, affiliates, subcontractors or employees, it is hereby agreed that the maximum compensation for damages given to those using PhotoHabitats' services and/or platform would be a total amount no greater than the amount paid to PhotoHabitats, its subsidiaries, affiliates, subcontractors or employees who may be acting on PhotoHabitats' behalf for its products or services.
- The accuracy and correctness of products delivered by PhotoHabitats is to be verified by the Client.

#### **9. Delivery Times**

- Photos and floorplans are delivered the afternoon of the next day after a photo shoot.
- Other products that require additional information or input from the client are usually delivered within 48 hours of PhotoHabitats receiving the additional information or input.
- A delay in delivery due to workload or unforeseen circumstances may occur. Such delays will be reviewed on a case-by-case basis, and the client may be compensated.

#### **10. Preparation for photography**

- ***Clients must ensure that a property is clean and tidy and photography-ready prior to the scheduled appointment.***
- Photographers are not responsible for moving furniture or heavy items, nor are they responsible for cleaning or tidying up a property before, during or after a booking.
- Should a photographer assess during the booking that the property is not in an acceptable condition for photography, the realtor or homeowner will be informed, and a new booking will be required. This will incur an additional fee of \$75. If the client wishes the session to be continued despite this, PhotoHabitats cannot be held responsible for the outcome of the delivered images.
- If the Client is not pleased with the photos because of the unreadiness of the property and would like to have the property re-shot, a \$75 fee and any other relevant fees will apply.

#### **11. Photography**

- In the event the photographs do not meet our standards of quality and professionalism, we will re-shoot the property at no charge to you. If you request additional

photographs or services for seasonal changes, night shoots, etc., then additional fees will apply.

- When the home is photographed, PhotoHabitats Clients are responsible for the following:
  1. Ensure that the property is made available with access for the photographer to all areas of the property that will be shot.
  2. Ensure that the property is photo ready (see paragraph 10).
  3. All pets are safely segregated from the photo shoot.
  4. Communicating their needs to the photographer.
  5. Attending the photo shoot. If the agent or their representative is not at the photo shoot, they agree to accept the photos delivered by the photographer.
- Our services are provided to you for your marketing purposes. Content will be available for up to 6 months after the photo shoot. After this time, the files are archived, and a fee will be charged if you require further access to the content.
- Only the number of photos requested in the Order are delivered. Photographers do not take multiple photos from which the client can choose the ones they want. Instead, photographers work closely with the client to get exactly the shots they need to market, and those are delivered the next day.

#### **12. Additional Fees**

- Additional fees may be added to your photography shoot. These include travel outside of a photographer's normal service area, parking fees, late fees, cancellation fees, etc. PhotoHabitats will notify you prior to adding additional fees to an Order.
- If a property is located outside the photographer's area of coverage, or travel will incur road tolls and/or parking fees, you will be notified of these tolls and fees prior to being added to the Order.

#### **13. Weather Conditions**

- Our photographers will always endeavor to make photo shoots in inclement weather if the agent requires it and it does not endanger the photographer or their equipment. In case of rain or snow, exterior shots can be scheduled for another time at an additional cost.

#### **14. Copyright**

- Clients may not upload content to PhotoHabitats for which they do not own copyright. Clients accept all responsibility for validating a Client's copyright or authorization to use any digital content, whether text, audio, video, or an image, on PhotoHabitats' platform. Clients hereby release PhotoHabitats and accepts responsibility for any copyright contravention enforcement if such enforcement appears.
- If a Client does not hold the copyright to content uploaded to our platform, the Client must provide written proof to PhotoHabitats that they have authorization and consent from the copyright holder to upload the digital file.
- PhotoHabitats has the copyright to any video, floorplans or imagery created and provided by PhotoHabitats and PhotoHabitats photographers.

## **15. Internet Presentation**

- Content which is created through the use of the PhotoHabitats platform may be put on our websites and social media profiles and made available for public viewing. Your name and contact information may also be attached to content and shown online and found through search engines.
- PhotoHabitats might send your listing data to other real estate portals and websites (for instance, Zillow, Trulia, MLS etc.) for boosting and increasing the exposure of your listings. If you do not want this to take place, you can request that we do not send your listing data to third party firms.
- We do not guarantee the correctness, accessibility, or content from third party firms' websites. Client is responsible for assuring that the work created on PhotoHabitats is compatible with brokerage, brand firm and real estate association's rules and regulations regarding presentation of listings and advertising.
- You are granted a limited, nonexclusive right to use the URL link to our website or any property on this website as long as it does not portray PhotoHabitats or the photographers or any of its other products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever.

## **16. Floor plans**

- Floor plans are visual aids created to illustrate the layout and approximate dimensions of a property to potential buyers or renters. Floor plans are not guaranteed or promised to be precise when it comes to dimensions or actual floor plan layouts. PhotoHabitats accepts no liability as to the correctness or accuracy of these floor plans.
- PhotoHabitats floor plans are in no way intended to violate the rights of the original architect. Because it is impossible to tell what copyrights might exist on a property, it is the responsibility of the Client to ensure and guarantee the proper credit is given to the architect when required. Clients hereby forgive and free PhotoHabitats and agree to accept full responsibility for any copyright violation enforcement if such prosecution occurs.

## **17. Image Rights**

- Clients have the unlimited usage rights in perpetuity to the content created for them by PhotoHabitats. PhotoHabitats will not re-sell or assign usage rights for any purpose to a third party.
- Unless PhotoHabitats has entered into a specific agreement with a client, all images, and the rights relating to them, including copyright and ownership rights, remain the sole and exclusive property of PhotoHabitats. PhotoHabitats has the right to use images for the purpose of marketing and promoting PhotoHabitats products and services.