

Terms of Service

This Agreement, and all of the applicable documents referred to in this Agreement (collectively, the “Agreement”), is a legal agreement between Users and Registrants of EstatePhotoVideo.com, a LuxEstate, LLC company (“You” and “Your” and “Users”) and LuxEstate, LLC (“Estate Photo Video”) a Colorado Limited Liability Company governing the use of the site whether visiting or registering, purchasing products and services, or making any other use of this site.

By using the EstatePhotoVideo.com a LuxEstate, LLC Website, (the “Site”) You agree to be bound by these Terms of Service (this “Agreement ”), whether or not You register on the Site. If You wish to register and make use of the EstatePhotoVideo.com services (the “Services”), please read these Terms of Service. If You object to anything in this Agreement or the EstatePhotoVideo.com Privacy Policy, do not use the Site or the Service. The Terms of Service are subject to change by EstatePhotoVideo.com at any time, effective upon postings on the EstatePhotoVideo.com Site, and Your use of the Service after such posting will constitute acceptance by You of such changes.

By selecting the “I Agree” box and/or accessing or using any part of the Site, You agree that You have read, understood, and agreed to be bound by this Agreement and will comply with all of the terms and conditions of this Agreement. If You do not agree to be bound by this Agreement, You are not permitted to access or use any part of the Site or its Services.

1. Acceptance of Terms of Service Agreement

a. Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of Your use of the Site and registration therein. This Agreement may be modified by EstatePhotoVideo.com from time to time, such modifications to be effective upon posting by EstatePhotoVideo.com on the Site. This agreement includes EstatePhotoVideo.com’s Privacy Policy and any notices regarding the Site. By accessing the Site or registering on the Site, You

accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

b. Electronic Form. By accessing the Site or registering on the Site, You consent to have this Agreement provided to You in electronic form.

c. Non-electronic Copy. You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after You electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to hello@EstatePhotoVideo.com or a letter and self-addressed stamped envelope to: EstatePhotoVideo.com, LuxEstate, LLC PO Box 1331 Glenwood Springs, Colorado 81602

d. Electronic Communications Notices

The information communicated on this Site constitutes an electronic communication. You agree that EstatePhotoVideo.com may communicate electronically and that such communications, as well as notices, disclosures, agreements, and other communications that EstatePhotoVideo.com provides to You electronically, including without limitation by posting on the Site or by email at the address designated by You, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by EstatePhotoVideo.com. Notices and communications to EstatePhotoVideo.com must be sent to EstatePhotoVideo.com at: EstatePhotoVideo.com, LuxEstate, LLC, PO Box 1331 Glenwood Springs, Colorado 81602

e. Withdrawing Your Consent. You have the right at any time to withdraw Your consent to have this Agreement provided to You in electronic form.

(i) Effect. Should You choose to withdraw Your consent to have this Agreement provided to You in electronic form, we will discontinue Your then-current username and password. This means that You will not have the right to use the Service unless, and until, we issue You a new username and password. We only will issue You a new username and password after we receive a signed copy of a non-electronic version of this Agreement, which we will send to You upon request.

(ii) Prospective Nature. Your withdrawal of consent shall be effective within a reasonable time after we receive Your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, You prior to the effective date of Your withdrawal.

e. Access and Retention. In order to access and retain this electronic Agreement, You must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, You must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for Your records. To retain an electronic copy of this Agreement, You may save it into any word processing program. Via the Site, we will notify You of any changes in the hardware or software requirements needed to access and/or retain this Agreement that create a material risk that You will not be able to continue to access and/or retain this electronic Agreement.

2. Eligibility

You must be at least eighteen (18) years of age to register at EstatePhotoVideo.com Site or use the Site. By using the Site, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. Term

This Agreement will remain in full force and effect while You use the Site and/or are registered on the Site. You may terminate Your registration and/or subscription at any time, for any reason, by following the instructions in Your account settings, or by sending EstatePhotoVideo.com written notice of termination to EstatePhotoVideo.com, LuxEstate, LLC PO Box 1331, Glenwood Springs, Colorado 81602 or email notice of termination to hello@EstatePhotoVideo.com. EstatePhotoVideo.com is not required, and may be prohibited, from disclosing a reason for the termination of Your account. Even after Your registration is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

4. Account Security

You are responsible for maintaining the confidentiality of the username and password that You designate during the registration process, and You are fully responsible for all activities that occur under Your username and password. You agree to (a) immediately notify EstatePhotoVideo.com of any unauthorized use of Your username or password or any other breach of security, and (b) ensure that You exit from Your account at the end of each session.

EstatePhotoVideo.com will not be liable for any loss or damage arising from Your failure to comply with this provision. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

5. Privacy Policy.

EstatePhotoVideo.com values Your privacy. Please review the Privacy Policy at www.EstatePhotoVideo.com.com/privacypolicy which describes EstatePhotoVideo.com privacy policies in detail, including the kind of information EstatePhotoVideo.com collects, how EstatePhotoVideo.com uses the information collected, and how EstatePhotoVideo.com protects You.

6. Content on EstatePhotoVideo.com

a. Proprietary Rights. EstatePhotoVideo.com owns and retains all proprietary rights in the Site and the Service. The Site contains the copyrighted material, trademarks, and other proprietary information of EstatePhotoVideo.com, and its licensors. Except for that information which is in the public domain or for which You have been given written permission, You may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

7. Ownership Content, Photography & Video

EstatePhotoVideo.com solely and exclusively owns all intellectual property and other rights, title and interest in and to the Services and the Site.

EstatePhotoVideo.com has the sole and exclusive right to obtain trademark and copyright registrations, patents, and other protections in and to the

Purchased Services and the Site. You do not acquire any right, title or interest in such property under this Agreement, by use or otherwise.

Accordingly, all photos & videos provided to You through the Services of this Site are solely and exclusively owned by EstatePhotoVideo.com. As such, EstatePhotoVideo.com reserves all rights of ownership including but not limited to the distribution, publication, alteration, sale and duplication of any and all photos provided to You through the Services and this Site for whatever reason in EstatePhotoVideo.com sole and absolute discretion. **As a User of the Site and Services, upon purchasing and paying in full for the Services received, You are granted a limited, terminable, non-exclusive license to use the photos and other Services provided to You by EstatePhotoVideo.com in any legal manner You should choose. You are not, however, granted a license to sell, transfer, license, and sub-license or otherwise distribute the Services, any component of the Service, or any products or services derived or developed from or based on the Service to any third party.** Notwithstanding the foregoing, Users may transfer the Deliverables associated with the Service to their MLS provider for the sole purpose of fulfilling the defined purposes of the MLS provider. Such transfer of this limited usage license to the MLS shall not in anyway be construed as a transfer of ownership to the MLS.

More specific licensing rights shall apply to certain image packages provided by EstatePhotoVideo.com as follows:

“Stock Image Packages:” All Stock Image Packages carry with them a limited, non-exclusive license to use the photos in order to market the real-property listing for which they were purchased and cannot be used to market other listing or for any other purpose.

“Subdivision Packages:” All Subdivision Packages carry with them a limited, non-exclusive license to use the photos in order to market the real-property listing for which they were purchased and cannot be used to market other listing or for any other purpose.

8. Registration on the Site

In order to be a client of the Site and be provided the Site’s Services, You must register through the Site via the online registration process. During the

registration process, you agree to provide EstatePhotoVideo.com with accurate and complete contact information. You also agree to promptly notify EstatePhotoVideo.com if any of this information changes.

You agree to select a password upon registration. You are responsible for all use of this password, including without limitation, any use by any unauthorized third party. You agree to notify EstatePhotoVideo.com immediately if You believe this password is or has been obtained or used by any unauthorized person or entity. In addition, You agree to notify EstatePhotoVideo.com immediately if You become aware of any other breach or attempted breach of the security of EstatePhotoVideo.com.

9. Customer Service

EstatePhotoVideo.com provides assistance and guidance through its Client Services Representatives. When communicating with our Client Services Representatives, You may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that Your behavior towards any of our Client Services Representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate Your registration.

10. Modifications to Service

EstatePhotoVideo.com reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that EstatePhotoVideo.com shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service.

11. Blocking of IP Addresses

In order to protect the integrity of the Service, EstatePhotoVideo.com reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Site.

12. Disclaimers

EstatePhotoVideo.com is not responsible for any incorrect or inaccurate Content posted on the Site or in connection with the Service, whether caused by employees of EstatePhotoVideo.com or the equipment or programming associated with or utilized in the Service. EstatePhotoVideo.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User accounts and communications. EstatePhotoVideo.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will EstatePhotoVideo.com or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Site or the Service. EstatePhotoVideo.com cannot guarantee and does not promise any specific results from use of the Site and/or the Service.

13. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because EstatePhotoVideo.com has no control over such sites and resources, You acknowledge and agree that EstatePhotoVideo.com is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that EstatePhotoVideo.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.

14. Limitation on Liability

Except in jurisdictions where such provisions are restricted, in no event will EstatePhotoVideo.com be liable to You or any third person for any indirect,

consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from Your use of the Web site or the Service, even if EstatePhotoVideo.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, EstatePhotoVideo.com's liability to You for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by You to EstatePhotoVideo.com for the Service during the term of Your registration.

15. Jurisdiction and Choice of Law

If there is any dispute arising out of the Site and/or the Service, by using the Site, You expressly agree that any such dispute shall be governed by the laws of the State of Colorado, without regard to its conflict of law provisions, and You expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Colorado, in Glenwood Springs or Garfield County, for the resolution of any such dispute.

16. Indemnity by You

You agree to indemnify and hold EstatePhotoVideo.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, damages, costs, or demands of any nature, including reasonable attorney's fees, made by any third party due to or arising out of Your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of Your representations and warranties set forth above.

17. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

18. Terms Related to Specific Services and Products Offered by EstatePhotoVideo.com on the Site.

Packages

EstatePhotoVideo.com offers a “Basic Package” in addition to a variety of “Add-On” Products and Services. EstatePhotoVideo.com reserves the right to use third parties for the completion of any or all of the Services provided within its list of Services. The Base Package includes the following:

Basic Package

10 Still Photograph
Property Website.

EstatePhotoVideo.com also provides ‘Add-On’s’ as part of its Services. For a complete list of Package contents as well as ‘Add-On’ services, please visit www.EstatePhotoVideo.com.

EstatePhotoVideo.com reserves the right to take more or less than the specified number of photos in each package, dependent upon the unique situation of each property.

Payment

A valid credit card must be received at the time of order. If a valid form of payment is not received when the Services are ordered on the Site, service will not be performed, until and unless terms have been agreed to and extended by contract prior to the time of order.

EstatePhotoVideo.com will bill Your credit card upon completion of Services for all charges and Services unless otherwise agreed to in writing prior to the completion of your order. After services are completed, your credit card may be charged again if you have incurred additional fees due to circumstances including but not limited to cancellation, reshoots, travel fees, ‘no show’ fees

and/or upgrades to your chosen services elected after the initial order was placed.

Prices listed on the Site are for residential properties for Real Estate sale or Rental purposes only. Architectural Photography, Interior Design Photography or Commercial properties are subject to different pricing. Contact EstatePhotoVideo.com for more information. Pricing for EstatePhotoVideo.com Services are subject to change at any time.

In the event that EstatePhotoVideo.com must pursue legal action in order to collect on balances due, You agree to reimburse EstatePhotoVideo.com for all expenses incurred to recover any and all sums due, including but not limited to all attorney's fees and other expenses.

EstatePhotoVideo.com bills You through an online account (Your "Billing Account") for use of the Service. You agree to pay EstatePhotoVideo.com all charges at the prices then in effect for any use of the Service by You or other persons (including Your agents) using Your Billing Account, and You authorize EstatePhotoVideo.com to charge Your chosen payment provider (Your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. EstatePhotoVideo.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

The terms of Your payment will be based on Your Payment Method and may be determined by agreements between You and the financial institution, credit card issuer or other provider of Your chosen Payment Method (the "Payment Method Provider"). If EstatePhotoVideo.com does not receive payment from Your Payment Method Provider, You agree to pay all amounts due on Your Billing Account upon demand.

EstatePhotoVideo.com offers clients the ability to keep credit card information on file with EstatePhotoVideo.com. This service is provided to Users for no other reason than Your convenience. EstatePhotoVideo.com will not under any circumstances bill your credit card for charges that you do not authorize, however, by keeping your credit card on file with EstatePhotoVideo.com by providing such information at EstatePhotoVideo.com.com, you grant EstatePhotoVideo.com the right to bill your credit card directly for Services that you ask EstatePhotoVideo.com to perform. EstatePhotoVideo.com keeps your information secure and will not under any circumstances allow for the unlawful

or unauthorized use of your credit card information. EstatePhotoVideo.com is not responsible, however, for malicious attacks or theft that result in credit card information being transferred to another party without the consent of EstatePhotoVideo.com, unless such illegal acts shall occur as a result of negligence by EstatePhotoVideo.com.

Scheduling

After your order is placed, an EstatePhotoVideo.com representative will contact you either via telephone or email in order to schedule Your photo shoot. EstatePhotoVideo.com is not liable in any way if EstatePhotoVideo.com cannot get in touch with You in the event that You provided inaccurate contact information during the registration process or if you are unavailable or for any other reason.

If neither agent nor homeowner is present at the time the Services are scheduled to be performed, and the agent nor homeowner has made prior requests related to shot selection, all shots taken will be at the discretion of the photographer. **It is always the homeowner's and/or agent's responsibility to prepare the property for the photo shoot, and EstatePhotoVideo.com is not responsible for homes that are not in 'show-quality' condition at the time of the photo shoot. EstatePhotoVideo.com shoots all photos of the property in "as-is" condition.**

Unless access to the property is otherwise arranged, the agent or homeowner must be present at the time of the shoot. EstatePhotoVideo.com is not responsible for inaccessible properties and reserves the right to charge cancellation, reschedule, reshoot, or travel fees as a result of property inaccessibility.

Distribution of Services and Products

After a shoot is completed and the photos are processed, the photos and tours will be uploaded to the EstatePhotoVideo.com client center website. An email containing a link to the photos and Services will be sent to the contact on file. EstatePhotoVideo.com is not responsible for emails not received, but will make any attempt to rectify this situation by sending emails to the appropriate party once notified that the initial email was not received.

No refunds will be given in the event that a listing sells between the time the photos are taken and the time they are distributed to the agent and/or property owner.

Internet Distribution and Display

All clients understand and agree that all photos displayed on the internet are the property of EstatePhotoVideo.com. Moreover, all properties that are photographed and uploaded to the internet may be available for public viewing. In the event that an agent or homeowner's contact information is attached to these listings, it may be displayed online for public viewing.

EstatePhotoVideo.com reserves the right to send your property information and photos to other real estate websites and portals in order to generate more exposure for your listings. If you do not wish for such distribution, you must request that we do not send your listing data to any third parties.

Additional Fees

EstatePhotoVideo.com reserves the right to charge additional fees due to cancellations, rescheduling, travel time, and reshoots.

Cancellations or Rescheduling will be honored for a full refund up to 5:00 MST the day prior to the scheduled shoot. Any cancellations due to weather except for extreme circumstances, at the discretion of EstatePhotoVideo.com, may result in a cancellation/rescheduling fee.

Once an EstatePhotoVideo.com photographer has photographed a home, cancellations/reschedulings will not result in a refund.

Travel Fees may be charged if properties are outside of EstatePhotoVideo.com's Service Area. Please See the Service Area map found at EstatePhotoVideo.com for detailed maps of our Service Area. In the event that a travel fee is charged, the fee will be disclosed to You no later than when the shoot is scheduled.

19. General

Neither this Agreement, nor any of Your rights or obligations pursuant to this Agreement or regarding use of the Site or Service, is assignable or transferable by You without the prior written consent of EstatePhotoVideo.com which shall be in its sole discretion. Any attempted assignment without EstatePhotoVideo.com consent is void and of no force or effect. This Agreement is binding upon each party of this Agreement and their successors and permitted assigns.

No failure or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege under this Agreement. This Agreement may not be modified except as expressly provided within the Agreement.

You and EstatePhotoVideo.com are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this Agreement.

This Agreement contains the entire agreement between You and EstatePhotoVideo.com regarding the use of the Site and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Please contact us with any questions regarding this agreement.

If you have questions or concerns regarding this Agreement, the practices of EstatePhotoVideo.com, or your dealings with the Site, please contact us by clicking on 'Contact Us' at:

[**http://www.EstatePhotoVideo.com**](http://www.EstatePhotoVideo.com)

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.