

## Terms of Service

This agreement ("Agreement") sets forth the terms and conditions under which Vertical Media Co. ("Company") agrees to provide its services to you ("Client"). By accessing or using the services provided by the Company, you agree to be bound by this Agreement.

1. **Services:** The Company will provide professional real estate photography and videography services to Client's properties as requested by the Client. The services may include but are not limited to property photography, 3D virtual tours, drone photography, and image editing.
2. **Scope of Work:** The specific details and requirements for each photography project will be agreed upon by both parties in writing or through a mutually agreed-upon project proposal. The Company will make every reasonable effort to fulfill the agreed-upon scope of work to the best of its abilities and expertise.
3. **Intellectual Property:** The Company retains all rights, title, and interest in any intellectual property, including but not limited to photographs, videos, and edited materials, created during the provision of services. The Client is granted a non-exclusive, limited license to use the media solely for marketing and promotional purposes related to the property for which the services were provided.
4. **Payment and Invoicing:** Client agrees to pay the Company the agreed-upon fees for services rendered. Payment terms and pricing details will be provided in a separate fee agreement or invoice. Payment is due within Three (3) days from the date of the invoice. Late payments may be subject to a late fee.
5. **Cancellation and Rescheduling:** In the event that the Client needs to cancel or reschedule a photography session, it must provide notice to the Company at least 24 Hours in advance. Failure to provide adequate notice may result in a cancellation fee unless otherwise agreed upon by both parties.
6. **Liability:** The Company will exercise reasonable care and skill in providing the services. However, the Company shall not be held responsible or liable for any damages, losses, or costs incurred by the Client or any third party arising from the use or reliance on the photographs or services provided. The Client assumes all risks associated with the use of the photographs.
7. **Client Cooperation:** The Client shall cooperate with the Company by providing necessary access to the property, ensuring its readiness for photography, and providing accurate and complete information about the property. Any delays or additional costs resulting from the Client's failure to cooperate may result in additional charges.
8. **Confidentiality:** Both parties agree to treat any confidential information disclosed during the provision of services as confidential and not to disclose it to any third party without prior written consent, except as required by law.

9. Termination: Either party may terminate this Agreement at any time with written notice. In the event of termination, the Client will be responsible for paying any outstanding fees for services already rendered.
10. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of [jurisdiction]. Any disputes arising out of or in connection with this Agreement shall be resolved in Texas courts.

By accepting these terms and engaging the services of the Company, the Client acknowledges that it has read, understood, and agrees to be bound by this Agreement.