



CENTRAL ALABAMA PHOTOGRAPHY AND VIDEO, LLC

POLICIES & TERMS OF SERVICE

Effective Date: September 23, 2026

TABLE OF CONTENTS

SECTION 1 — AGREEMENT, INTRODUCTION & ACCEPTANCE
SECTION 2 — CAPV BUSINESS INFORMATION & DEFINITIONS
SECTION 3 — ORDERS, SERVICES & SCHEDULING
SECTION 4 — PROPERTY PREPARATION, ACCESS & SAFETY
SECTION 5 — WEATHER, ENVIRONMENTAL CONDITIONS & OPERATIONAL SAFETY
SECTION 6 — CANCELLATION & CLIENT-REQUESTED RESCHEDULING
SECTION 7 — PRICING, INVOICING, TAXES & PAYMENT
SECTION 8 — DELINQUENT ACCOUNTS, LATE FEES, PAYMENT DISPUTES & COLLECTIONS
SECTION 9 — TRAVEL, SERVICE RADIUS & MILEAGE
SECTION 10 — DELIVERY, PROCESSING & TURNAROUND
SECTION 11 — MEDIA AVAILABILITY, STORAGE, HOSTING & RENEWAL
SECTION 12 — COPYRIGHT & OWNERSHIP OF MEDIA
SECTION 13 — CLIENT MEDIA LICENSE & AUTHORIZED USE
SECTION 14 — UNAUTHORIZED THIRD-PARTY & COMMERCIAL EXPLOITATION
SECTION 15 — CAPV PORTFOLIO, ADVERTISING & PROMOTIONAL RIGHTS
SECTION 16 — PHOTOGRAPHY, VIDEO, AERIAL & DRONE OPERATIONS
SECTION 17 — FLOORPLANS, MEASUREMENTS & SQUARE FOOTAGE
SECTION 18 — VIRTUAL STAGING & DIGITAL ALTERATIONS
SECTION 19 — THIRD-PARTY PLATFORMS & SERVICE PROVIDERS
SECTION 20 — PROPERTY WEBSITES, VIRTUAL TOURS & EXTERNAL MEDIA LINKS
SECTION 21 — CORRECTIONS, RESHOOTS & CAPV RESPONSIBILITY
SECTION 22 — ADVERTISING, REAL ESTATE & CLIENT RESPONSIBILITIES
SECTION 23 — REFUNDS
SECTION 24 — PRIVACY, CLIENT INFORMATION & CONFIDENTIALITY
SECTION 25 — LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES
SECTION 26 — INDEMNIFICATION
SECTION 27 — FORCE MAJEURE & CIRCUMSTANCES BEYOND REASONABLE CONTROL
SECTION 28 — DISPUTE RESOLUTION, BBB COMPLAINTS & GOVERNING LAW
SECTION 29 — AMENDMENTS, SEVERABILITY, NO WAIVER & ENTIRE AGREEMENT
SECTION 30 — CLIENT ACCEPTANCE & ACKNOWLEDGMENT

SECTION 1 — AGREEMENT, INTRODUCTION & ACCEPTANCE

These Policies & Terms of Service (“Terms”) govern the purchase, scheduling, performance, delivery, and use of photography, videography, aerial media, virtual tours, floorplans, property marketing media, digital media, and other services provided by **Central Alabama Photography and Video, LLC (“CAPV”)**.

These Terms constitute an agreement between CAPV and the individual, business, organization, representative, agent, or other party ordering or authorizing services from CAPV (“Client”).

By submitting an order, authorizing CAPV to perform services, approving a scheduled service appointment, or otherwise affirmatively accepting these Terms through CAPV's ordering process, the Client acknowledges that the Client has had an opportunity to review these Terms and agrees to be bound by the provisions applicable to the services ordered.

If an individual places an order on behalf of a company, brokerage, property owner, property management company, organization, or other entity, that individual represents that they are authorized to request the services on behalf of that entity.

CAPV may provide certain services through its website, ordering portal, electronic communications, invoices, proposals, quotes, or other approved ordering methods. Use of CAPV's website alone does not constitute the purchase of services or acceptance of a specific service order. General use of CAPV's website may be governed separately by CAPV's Website Terms of Use and Privacy Policy.

If a written proposal, quote, invoice, service authorization, or other written agreement issued by CAPV contains terms specifically applicable to a particular project, those project-specific terms will apply to that project together with these Terms. Any direct conflict between a specifically negotiated written agreement authorized by CAPV and these general Terms will be addressed according to the specific written agreement applicable to that project.

SECTION 2 — CAPV BUSINESS INFORMATION & DEFINITIONS

For purposes of these Terms, the following definitions apply:

“CAPV” or “Service Provider” means **Central Alabama Photography and Video, LLC**, whose corporate and registered business location is in **Jasper, Alabama**.

“Client” or “Customer” means the individual, company, brokerage, property owner, property manager, agent, organization, or other party ordering, authorizing, or purchasing services from CAPV.

“Property” means the real property, structure, land, business location, rental property, commercial property, residential property, or other location that is the subject of services ordered from CAPV.

“Services” means photography, videography, aerial/drone services, virtual tours, 3D or 360-degree media, floorplans, property websites, virtual staging, digital media, marketing media, and other professional media or related services offered and accepted by CAPV.

“Media” means photographs, videos, aerial imagery, virtual tours, 3D or 360-degree content, floorplans, renderings, digitally enhanced or virtually staged images, property websites, marketing materials, and other creative or digital work produced or delivered by CAPV.

“Order” means a request for CAPV services that has been submitted by or on behalf of a Client and accepted by CAPV.

“Scheduled Appointment” or “Scheduled Shoot” means the date and time reserved by CAPV for the performance of ordered services at or in connection with a Property.

“Delivery” means CAPV's release, transmission, publication, upload, or other provision of completed Media to the Client through CAPV's normal delivery system or another method authorized by CAPV.

“Third-Party Platform or Service Provider” means an independent company, technology provider, processing service, hosting provider, software platform, or other outside service used in connection with an Order but not owned or directly controlled by CAPV.

The designation of CAPV's corporate and registered business location in **Jasper, Alabama** is separate from CAPV's operational starting point for calculating its service radius and travel charges. The operational location used solely for those calculations is addressed separately in the Travel, Service Radius & Mileage section of these Terms.

SECTION 3 — ORDERS, SERVICES & SCHEDULING

All services are subject to CAPV's acceptance, availability, scheduling, applicable operational requirements, and the conditions contained in these Terms.

The Client is responsible for providing CAPV with accurate and complete information reasonably necessary to schedule and perform the requested services. This includes, where applicable, the correct property address, requested services, property information, access instructions, contact information, special conditions, scheduling restrictions, and other information that could reasonably affect CAPV's ability to perform the Order.

The Client is responsible for notifying CAPV as soon as reasonably possible if information provided with an Order changes before the Scheduled Appointment.

A requested appointment date or time is not guaranteed until CAPV has accepted and scheduled the Order.

CAPV may reasonably adjust scheduling when necessary because of weather, safety conditions, property access, equipment issues, emergencies, regulatory requirements, airspace restrictions, circumstances beyond CAPV's reasonable control, or other conditions affecting CAPV's ability to safely and professionally perform the ordered services.

CAPV reserves the right to decline or refuse an Order or service when reasonably necessary, including circumstances involving unsafe conditions, unlawful requests, inaccessible properties, inappropriate conduct toward CAPV personnel, nonpayment or delinquent accounts, operational limitations, or circumstances in which CAPV cannot reasonably provide the requested service.

CAPV's acceptance of one Order does not obligate CAPV to accept future Orders.

SECTION 4 — PROPERTY PREPARATION, ACCESS & SAFETY

The Client is responsible for ensuring that the Property is **ready, accessible, and reasonably safe for the performance of all scheduled CAPV services at the time of the Scheduled Appointment.**

- CAPV has authorized access to all areas necessary to perform the ordered services;
- occupants, tenants, contractors, vendors, or other persons do not unreasonably interfere with the scheduled services;
- pets and other animals are appropriately secured;
- areas to be photographed, filmed, scanned, measured, or otherwise documented are reasonably prepared;

- known hazardous or unsafe conditions are disclosed to CAPV before work begins; and
- the Property can be entered and serviced without exposing CAPV personnel or equipment to unreasonable risk.

CAPV personnel are not responsible for substantial cleaning, housekeeping, landscaping, staging, moving furniture or heavy objects, securing animals, supervising occupants, performing repairs, correcting unsafe conditions, or otherwise preparing a Property that was not ready for the Scheduled Appointment.

CAPV may make minor adjustments when reasonably practical and when doing so does not create a safety concern, unreasonable delay, risk of property damage, or material expansion of the ordered services. Such assistance does not transfer the Client's responsibility for property preparation to CAPV.

If CAPV arrives for a Scheduled Appointment and determines that the Property is not reasonably prepared, cannot be properly accessed, or cannot be safely serviced because of conditions within the responsibility or control of the Client, property owner, occupant, or their representatives, **100% of the scheduled service charge will remain due.**

CAPV retains the authority to stop, postpone, or decline work when conditions present a reasonable safety concern to CAPV personnel, the Property, occupants, members of the public, or CAPV equipment.

Where CAPV has provided the Client with a Property Preparation Guide or other preparation instructions applicable to the ordered services, the Client is responsible for reviewing and reasonably complying with those instructions before the Scheduled Appointment.

SECTION 5 — WEATHER, ENVIRONMENTAL CONDITIONS & OPERATIONAL SAFETY

CAPV actively monitors weather conditions for scheduled services when weather could reasonably affect safety, production quality, aerial operations, exterior photography or videography, travel, equipment, or CAPV's ability to complete the Order.

CAPV generally begins monitoring forecast conditions approximately **seven (7) days before a Scheduled Appointment.**

When CAPV identifies weather conditions that may materially interfere with the scheduled services, CAPV generally begins communicating those concerns to the Client approximately **five (5) to six (6) days before the Scheduled Appointment**, when reasonably possible based upon available forecast information.

CAPV may recommend that the Client reschedule the appointment when forecast conditions create a significant risk that the ordered services cannot be safely or professionally completed.

When CAPV has documented in the Order history or other written communication that the Client was advised of material weather concerns and was advised to select another date, but the Client nevertheless elects to proceed with the original Scheduled Appointment, the Client assumes the scheduling risk associated with the weather conditions identified by CAPV.

If the Client elects to proceed after such documented notice and the scheduled services subsequently cannot be completed because of the weather conditions about which the Client was advised, **100% of the scheduled invoice will remain due.**

This provision is intended to address a Client's decision to proceed despite a documented advance weather warning. It does **not** mean that the Client is automatically responsible when unforeseen weather, emergency conditions, regulatory restrictions, or other circumstances arise unexpectedly and were not reasonably known or anticipated when the scheduling decision was made.

CAPV retains final operational authority to determine whether conditions permit services to be performed safely, lawfully, and without unreasonable risk to persons, property, equipment, or the quality and integrity of the commissioned work.

Aerial/drone services are additionally subject to applicable operating requirements, airspace conditions or restrictions, regulatory requirements, visibility, wind, precipitation, site conditions, and the professional safety judgment of CAPV's authorized pilot.

CAPV will not require its personnel to perform services when CAPV reasonably determines that conditions are unsafe or that performing the service would violate applicable operational or regulatory requirements.

SECTION 6 — CANCELLATION & CLIENT-REQUESTED RESCHEDULING

CAPV reserves appointment time, personnel, equipment, travel capacity, and production resources specifically for each accepted Order. Accordingly, cancellations and Client-requested rescheduling are subject to the following schedule unless CAPV agrees otherwise in writing.

Six (6) or more calendar days before the Scheduled Appointment:

No cancellation charge.

From five (5) calendar days before the Scheduled Appointment until more than three (3) calendar days before the Scheduled Appointment:

A cancellation charge equal to **25% of the scheduled service amount** applies.

From three (3) calendar days before the Scheduled Appointment until more than twenty-four (24) hours before the Scheduled Appointment:

A cancellation charge equal to **50% of the scheduled service amount** applies.

Within twenty-four (24) hours of the Scheduled Appointment:

A cancellation charge equal to **100% of the scheduled service amount** applies.

A Client-requested change to the Scheduled Appointment may be treated as a cancellation and rescheduling for purposes of this policy when the change occurs within the applicable cancellation period and causes CAPV to lose or materially alter the reserved appointment.

CAPV recognizes that genuine emergencies and extraordinary circumstances can occur. Family emergencies, accidents, significant property damage, Acts of God, and comparable circumstances may be considered by CAPV on a case-by-case basis. Any waiver or adjustment granted by CAPV in such circumstances does not create an obligation to waive the policy in future cases.

Weather-related scheduling decisions are governed additionally by **Section 5 — Weather, Environmental Conditions & Operational Safety**.

If CAPV is unable to fulfill the Scheduled Appointment because of circumstances that are the responsibility of CAPV, the Client will **not** be charged a cancellation or rescheduling fee as a result of CAPV's inability to perform. CAPV's responsibility for CAPV-caused reshoots and production corrections will be addressed more fully in the Corrections, Reshoots & CAPV Responsibility section of these Terms.

SECTION 7 — PRICING, INVOICING, TAXES & PAYMENT

Pricing for CAPV services is based upon the services, packages, add-ons, property characteristics, travel requirements, and other applicable items selected or authorized by the Client at the time of the Order.

The Client is responsible for reviewing the services and pricing associated with the Order and notifying CAPV of any questions or discrepancies as soon as reasonably possible.

Additional services requested or authorized by the Client after the original Order may result in additional charges. When reasonably possible, CAPV will communicate applicable additional charges before performing work materially outside the scope of the original Order.

Applicable sales, use, or other taxes required by law will be added to the Client's invoice where applicable.

Unless CAPV has agreed to different payment arrangements in writing, **payment is due within seven (7) calendar days following CAPV's final completion and delivery of the ordered Media to the Client.**

Delivery of completed Media does not waive the Client's payment obligation.

CAPV may, at its discretion, establish different payment arrangements for approved commercial, corporate, institutional, property-management, or other established business accounts when normal accounting procedures require additional processing time.

Where CAPV has permitted such an arrangement, payment received within the authorized payment period, not exceeding thirty (30) days unless CAPV has specifically agreed otherwise in writing, will not automatically result in the assessment of a late charge.

Any accommodation, extension, or alternative payment arrangement provided by CAPV to a Client is discretionary and does not modify CAPV's standard seven-day payment requirement for other Orders or create a continuing entitlement to extended payment terms.

Payment must be made using a payment method accepted by CAPV at the time payment is submitted.

The Client remains responsible for all properly authorized charges associated with the Order.

SECTION 8 — DELINQUENT ACCOUNTS, LATE FEES, PAYMENT DISPUTES & COLLECTIONS

An invoice that remains unpaid **thirty (30) calendar days after payment becomes due** will be considered delinquent, except where CAPV has expressly approved a different written payment arrangement.

Once an account becomes delinquent, CAPV may assess a late charge of **1.5% of the unpaid balance for each additional thirty (30)-day period during which the balance remains unpaid**, subject to applicable law.

CAPV may suspend scheduling, delivery access, hosting, renewals, additional services, or acceptance of future Orders for a Client whose account is delinquent until the outstanding balance is resolved.

If continued nonpayment requires CAPV to pursue collection of an outstanding balance, the Client may be responsible, to the extent permitted by applicable law, for reasonable collection expenses, attorney fees, court costs, filing fees, and other reasonable costs incurred by CAPV in collecting amounts properly due.

The Client agrees to notify CAPV promptly if the Client believes an invoice contains an error or includes an unauthorized charge. CAPV and the Client should make a reasonable good-faith effort to address a legitimate billing dispute directly before either party initiates an external payment dispute or collection action.

A Client may not knowingly initiate or maintain a chargeback, payment reversal, or payment dispute for services or Media that were properly authorized, performed, and delivered merely as a substitute for CAPV's established dispute-resolution process.

Nothing in these Terms is intended to restrict any lawful right a Client may have to dispute an unauthorized, fraudulent, incorrect, or otherwise legitimately disputed transaction.

CAPV reserves all lawful rights and remedies for recovering amounts properly owed.

SECTION 9 — TRAVEL, SERVICE RADIUS & MILEAGE

CAPV's standard services include travel within a **50-mile one-way service radius**, calculated from CAPV's operational starting point in **Cullman, Alabama**.

For a Property located beyond the included 50-mile one-way service radius, additional travel will be charged at CAPV's then-current mileage rate. CAPV's current additional mileage rate is **\$0.85 per mile**.

Additional mileage is calculated **one way only** and applies solely to the mileage exceeding the included 50-mile service radius between CAPV's operational starting point and the Property. **No mileage charge is assessed for CAPV's return travel from the Property to its operational starting point.**

For clarity, the first 50 miles of one-way travel from CAPV's operational starting point to the Property are included in the applicable service price. When a Property is located more than 50 miles away, only the one-way mileage exceeding those included 50 miles is subject to the applicable mileage charge.

For example, if a Property is **70 miles** from CAPV's operational starting point, the first 50 miles are included and the Client is charged for **20 additional miles at \$0.85 per mile**, resulting in a **\$17.00 mileage charge**. CAPV does not charge the Client for the return trip.

The mileage charge applies to required outbound travel beyond the included service radius and is separate from the price of the photography, videography, Media package, add-on, or other ordered service.

When an Order requires unusual travel, multiple locations, extended travel, overnight accommodations, special transportation arrangements, or other travel requirements outside CAPV's normal service model, CAPV may provide the Client with separate travel terms or pricing before accepting or performing the applicable services.

Central Alabama Photography and Video, LLC's corporate and registered business location remains Jasper, Alabama.

The designation of **Cullman, Alabama** in this section applies **solely to CAPV's operational starting point for calculating the standard service radius and applicable mileage charges**. It does not replace or change CAPV's corporate or registered business location.

SECTION 10 — DELIVERY, PROCESSING & TURNAROUND

CAPV is committed to providing professional Media efficiently and maintains **“Shoot Today and Deliver Tomorrow”** as an expression of CAPV's established production and customer-service standard.

CAPV's normal objective is to complete and deliver Media within approximately **twenty-four (24) hours following the scheduled service**, when the Media is produced, processed, and delivered through systems and workflows reasonably within CAPV's control.

The slogan **“Shoot Today and Deliver Tomorrow”** and CAPV's normal turnaround objective do not constitute an unconditional guarantee that every component of every Order will be delivered within a specific number of hours.

Certain Media, products, or services may require processing, rendering, hosting, review, or other work performed through a Third-Party Platform or Service Provider. Processing times for those components may be outside CAPV's direct control.

When CAPV knows before the Scheduled Appointment that a particular service or Media component normally requires additional third-party processing time, CAPV will make reasonable efforts to advise the Client of that anticipated delay.

CAPV is not responsible for delays caused solely by the processing time, outage, technical failure, service interruption, or other circumstances of a Third-Party Platform or Service Provider that CAPV does not reasonably control.

CAPV will not unnecessarily delay completed portions of an Order solely because another component remains in third-party processing. Where reasonably practical, completed Media will be released to the Client as it becomes available.

Turnaround may also be affected by unusually large or complex Orders, Client-requested revisions, delayed Client information or approvals, severe weather, emergency conditions, or other circumstances addressed elsewhere in these Terms.

Nothing in this section relieves CAPV of responsibility for delays that are actually caused by circumstances within CAPV's responsibility or reasonable control.

SECTION 11 — MEDIA AVAILABILITY, STORAGE, HOSTING & RENEWAL

Unless CAPV expressly agrees otherwise in writing, CAPV maintains completed Client Media and applicable CAPV-provided online Media services for a standard period of **six (6) months**.

The six-month period applies, as applicable to the particular Order, to completed Client Media maintained by CAPV, property websites, virtual tours, and external Media links provided or maintained as part of CAPV's services.

At the conclusion of the initial six-month period, eligible listings, tours, property websites, and associated hosted Media services may be renewed for an additional **six (6) months for \$69**, subject to continued availability and any applicable service requirements.

Each additional renewal extends the applicable service for another six-month period.

Unless renewed or otherwise agreed by CAPV, CAPV may discontinue hosting, deactivate property websites or virtual tours, remove external Media links, or remove Client Media from active storage after the applicable six-month period has expired.

The Client is responsible for downloading and maintaining copies of delivered Media that the Client wishes to preserve beyond CAPV's standard storage period.

CAPV's six-month Media availability policy does **not** constitute a promise of indefinite archival preservation of original files, working files, project files, source files, editing files, raw captures, or other production materials.

Unless CAPV has specifically agreed otherwise in writing, CAPV is not required to retain original captures, source files, working files, or other production materials indefinitely.

Renewal of an eligible property website, virtual tour, listing, or hosted Media service extends the applicable hosted service but does not, by itself, create an obligation for CAPV to retain every original or production file associated with the project.

Availability of Media or hosted services that depend upon a Third-Party Platform or Service Provider remains subject to Section 19 of these Terms.

SECTION 12 — COPYRIGHT & OWNERSHIP OF MEDIA

Except where CAPV expressly agrees otherwise in a written agreement, **Central Alabama Photography and Video, LLC retains all applicable copyrights and ownership rights in the Media created by CAPV.**

Payment for CAPV's services compensates CAPV for the professional services performed and provides the Client with the applicable rights to use the delivered Media as authorized under these Terms. Payment does **not**, by itself, constitute a sale, assignment, or transfer of CAPV's copyright or ownership rights.

CAPV's ownership rights apply, as appropriate, to photographs, video, aerial imagery, virtual-tour Media, 3D and 360-degree Media, floorplan graphics created by CAPV, digitally enhanced Media, virtual-staging work, property marketing materials, and other original creative Media produced by CAPV, subject to any rights belonging to third parties in independently supplied materials or technology.

The Client may not claim authorship or copyright ownership of CAPV-created Media solely because the Client commissioned or paid for the services.

No copyright assignment, ownership transfer, or exclusive transfer of CAPV's rights is effective unless CAPV expressly agrees to that transfer **in writing**.

The Client's authorized use of CAPV-created Media will be governed by **Section 13 — Client Media License & Authorized Use** and the related provisions of these Terms.

CAPV's retention of copyright does not prevent the Client from using delivered Media for the legitimate property marketing and other purposes authorized by CAPV under the Client's applicable license.

SECTION 13 — CLIENT MEDIA LICENSE & AUTHORIZED USE

Subject to full payment of all amounts properly due for the applicable Order, CAPV grants the Client a non-exclusive, non-transferable license to use the delivered Media for the legitimate marketing, advertising, promotion, presentation, and other authorized purposes associated with the Property or project for which the Media was commissioned.

The Client's license permits reasonable use of delivered Media in connection with the applicable Property, including, as appropriate, real estate listings, brokerage or agent marketing, property-management marketing, rental or short-term-rental marketing, commercial-property marketing, websites, social media, digital advertising, print advertising, presentations, brochures, flyers, and other customary property-marketing channels.

The Client may resize, crop, or format delivered Media when reasonably necessary for placement within an authorized marketing platform, provided that such modification does not materially misrepresent the Property, falsely attribute the Media to another creator, remove or alter a required copyright or attribution notice where one has been included, or otherwise violate these Terms.

The Client's authorized use of the Media does not transfer CAPV's copyright or ownership rights established under Section 12.

The Client may provide delivered Media to a Multiple Listing Service, brokerage, advertising service, publication, marketing vendor, website provider, or other service provider when reasonably necessary to market the applicable Property on the Client's behalf. Such provision does not independently transfer

ownership of the Media or grant the receiving party a separate right to use the Media for unrelated purposes.

When representation of a Property transfers from one real estate professional, brokerage, property manager, or other authorized representative to another, the new representative does **not** automatically acquire ownership of CAPV's Media merely because the Property remains the same.

CAPV may, when appropriate, update Client or Property information within CAPV's delivery portal or other systems to accommodate a change in authorized representation. Any continued or transferred use of CAPV Media by a new representative remains subject to CAPV's authorization and applicable licensing terms.

Media commissioned for builders, developers, property managers, commercial clients, short-term-rental operators, and similar Clients is governed by the same underlying copyright and licensing principles unless CAPV expressly agrees to different usage rights in writing.

No rights are granted beyond those reasonably necessary for the authorized use associated with the applicable Order unless CAPV provides additional written authorization.

SECTION 14 — UNAUTHORIZED THIRD-PARTY & COMMERCIAL EXPLOITATION

CAPV-created Media may not be copied, obtained, reproduced, sold, sublicensed, transferred, redistributed, repackaged, or otherwise exploited by an unauthorized third party for that party's own commercial benefit without CAPV's express written authorization.

This restriction includes, as applicable, use of CAPV-created Media by businesses, vendors, publications, contractors, designers, builders, service providers, advertisers, media companies, other real estate professionals, or other third parties seeking to use the Media for a commercial purpose unrelated to the Client's authorized marketing of the Property.

A third party's ability to view, download, access, receive, or otherwise obtain CAPV Media does not itself create a license or grant permission to use that Media.

Similarly, the appearance of CAPV Media on a publicly accessible listing, website, social-media account, advertising platform, or other public location does not place the Media in the public domain or eliminate CAPV's copyright or ownership rights.

Nothing in this section prohibits the Client from providing Media to an authorized marketing vendor, Multiple Listing Service, brokerage, publication, hosting provider, or similar service when that party is using the Media solely to facilitate the Client's authorized marketing of the applicable Property under Section 13.

A third party wishing to use CAPV Media independently for its own advertising, promotion, publication, portfolio, commercial marketing, resale, or other commercial purpose must obtain **express written authorization from CAPV** before such use.

CAPV reserves the right to require an additional licensing fee or other terms as a condition of approving independent third-party commercial use.

Unauthorized use of CAPV Media may result in suspension or termination of permission to use the affected Media and CAPV may pursue any remedies available under applicable law.

SECTION 15 — CAPV PORTFOLIO, ADVERTISING & PROMOTIONAL RIGHTS

Because CAPV retains copyright and ownership rights in CAPV-created Media, CAPV may use Media it creates for legitimate business, portfolio, educational, demonstration, competition, advertising, and promotional purposes.

Such uses may include CAPV's website, portfolio, social-media accounts, printed marketing materials, digital advertising, service demonstrations, sample galleries, presentations, professional competitions, trade or industry materials, and other reasonable promotion of CAPV's services and work.

CAPV's portfolio and promotional rights do not authorize CAPV to knowingly misrepresent the Property, Client, transaction, or circumstances under which the Media was created.

Where a project involves legitimate confidentiality, privacy, security, embargo, or non-publication requirements, the Client should notify CAPV **before the Scheduled Appointment**.

CAPV may agree in writing to reasonable project-specific restrictions on portfolio or promotional use. Any such restriction must be specifically accepted by CAPV and does not arise merely because the Client prefers that otherwise marketable Media remain confidential after the work has been completed.

CAPV will use reasonable professional judgment when selecting Media for promotional use, particularly where the nature of a Property or project presents legitimate privacy or security considerations.

SECTION 16 — PHOTOGRAPHY, VIDEO, AERIAL & DRONE OPERATIONS

CAPV retains professional discretion over the reasonable methods, equipment, camera positions, compositions, lighting techniques, capture methods, flight operations, production procedures, and other creative or technical decisions used to perform the ordered services.

The Client may communicate reasonable preferences, requested features, important areas, or project objectives before or during the Scheduled Appointment. CAPV will make reasonable efforts to address such requests when they are within the scope of the Order and can be performed safely, lawfully, and professionally.

Unless specifically included in the Order or agreed to by CAPV, the Client's purchase of a service does not guarantee a particular number of compositions, camera positions, aerial viewpoints, video sequences, or other creative selections beyond those reasonably associated with the purchased service or package.

Aerial and drone operations are performed only when CAPV determines that the operation can be conducted safely and lawfully.

Aerial services are subject to applicable laws and regulations, airspace requirements or restrictions, required authorizations, temporary flight restrictions, weather, wind, visibility, site conditions, nearby persons or structures, interference, obstacles, and other conditions affecting safe flight.

CAPV's authorized remote pilot retains final authority over whether an aerial operation may safely and lawfully begin, continue, or be completed.

The Client may not require CAPV personnel to conduct an aerial operation or other Media service that CAPV reasonably determines would violate applicable law, regulatory requirements, safe operating practices, equipment limitations, or CAPV's professional safety judgment.

An inability to perform aerial services because of circumstances known or reasonably foreseeable in advance will be handled under the applicable scheduling, weather, access, or cancellation provisions of these Terms.

An unexpected restriction or safety condition outside the reasonable control of CAPV will be addressed according to the applicable provisions concerning circumstances beyond reasonable control.

CAPV's inability to perform because of circumstances actually within CAPV's responsibility remains subject to Section 21 — Corrections, Reshoots & CAPV Responsibility.

SECTION 17 — FLOORPLANS, MEASUREMENTS & SQUARE FOOTAGE

Floorplans, room dimensions, measurements, calculated areas, and square-footage information supplied as part of CAPV's services are provided for **property-marketing and general reference purposes only**.

CAPV floorplans and measurements are **not land surveys, property surveys, appraisals, architectural plans, construction documents, engineering documents, inspections, or independent certifications or guarantees of square footage**.

Measurements, room dimensions, wall placement, calculated areas, and other floorplan information may vary from tax records, appraisals, architectural drawings, builder plans, surveys, previous listings, or measurements produced by another person, system, or methodology.

Variations may result from measurement methodology, technology, property configuration, wall thickness, inaccessible areas, finished or unfinished spaces, interpretation of boundaries, data processing, or other conditions associated with the Property.

The Client should not use CAPV-provided floorplans or measurements for construction, renovation, boundary determination, appraisal, lending, legal description, code compliance, engineering, or any purpose requiring a licensed professional measurement, survey, certification, or other legally authoritative determination.

The Client is responsible for independently verifying any measurement or square-footage information when precise or legally significant dimensions are required.

Where CAPV's floorplan or measurement service relies in whole or in part upon a Third-Party Platform or Service Provider, the resulting Media remains additionally subject to the third-party provisions of these Terms.

SECTION 18 — VIRTUAL STAGING & DIGITAL ALTERATIONS

CAPV may provide professional image processing and digital enhancement as part of its Media services. Normal professional editing may include adjustments intended to improve presentation quality while preserving the reasonable visual representation of the Property.

Depending upon the ordered service, normal professional processing may include adjustments to exposure, color, contrast, perspective, sharpness, image blending, window presentation, sky appearance, screen content, minor visual distractions, lighting presentation, and other customary real-estate Media enhancements.

Certain services go beyond ordinary photographic processing and may **materially alter the visual presentation of a Property**. These services may include virtual staging, virtual furniture placement, object removal, material replacement, significant landscaping modification, structural visualization, digitally created décor, day-to-dusk or twilight conversion, and other substantial digital modifications.

CAPV will treat materially altered Media as a distinct category from ordinary professional image processing when the alteration could reasonably affect how a viewer understands the physical condition, contents, features, or appearance of the Property.

The Client is responsible for determining whether applicable Multiple Listing Service rules, advertising requirements, brokerage policies, rental-platform rules, consumer-protection requirements, or other publication standards require disclosure, labeling, limitation, or special treatment of materially altered Media.

Where disclosure is required, the Client is responsible for ensuring that the appropriate disclosure accompanies the Media when it is published, unless CAPV has expressly agreed to provide that disclosure as part of the ordered service.

The Client may not knowingly use CAPV-created or CAPV-modified Media in a manner intended to materially misrepresent the Property or deceive viewers concerning a material physical feature or condition.

CAPV may decline a requested digital alteration when CAPV reasonably believes that the requested modification would be misleading, unlawful, inconsistent with professional standards, or inappropriate for the intended marketing use.

When the Client or another party independently modifies CAPV Media after delivery, CAPV is not responsible for the accuracy, legality, disclosure, presentation, or consequences of those subsequent modifications.

Virtual staging and other digital alterations may involve a Third-Party Platform or Service Provider and, where applicable, remain subject to the third-party provisions contained elsewhere in these Terms.

SECTION 19 — THIRD-PARTY PLATFORMS & SERVICE PROVIDERS

Certain CAPV services, Media products, delivery methods, hosting services, processing functions, and related features may rely in whole or in part upon independent **Third-Party Platforms or Service Providers**.

CAPV may use such third parties when reasonably necessary to produce, process, host, deliver, display, maintain, or otherwise provide a service or Media product ordered by the Client.

Third-Party Platforms and Service Providers operate independently of CAPV. CAPV does not own or control their systems, servers, software, processing infrastructure, policies, terms of service, product features, technical requirements, or business operations.

Accordingly, CAPV cannot guarantee the permanent availability, uninterrupted operation, processing time, hosting availability, compatibility, functionality, continued features, external links, future policies, or continued existence of a Third-Party Platform or Service Provider.

A third party may modify, restrict, discontinue, replace, suspend, or otherwise change a feature or service after CAPV has delivered the applicable Media or service to the Client. CAPV is not responsible for such changes when they are outside CAPV's reasonable control.

Temporary outages, technical failures, processing delays, service interruptions, platform changes, compatibility issues, or similar third-party conditions do not constitute a failure by CAPV when CAPV has otherwise properly performed the portions of the Order within its reasonable control.

When reasonably possible, CAPV will make a good-faith effort to assist the Client in identifying whether a problem affecting delivered Media originates with CAPV or with an independent Third-Party Platform or Service Provider.

Where a third-party issue can reasonably be corrected through CAPV's normal service relationship with that provider, CAPV may assist in seeking a resolution. Such assistance does not constitute a guarantee that the third party will restore, modify, replace, or continue the affected service.

The Client acknowledges that use of certain third-party-dependent Media may also be subject to terms, technical requirements, or limitations imposed by the applicable Third-Party Platform or Service Provider.

Nothing in this section relieves CAPV of responsibility for work, actions, or failures that are actually within CAPV's reasonable control.

SECTION 20 — PROPERTY WEBSITES, VIRTUAL TOURS & EXTERNAL MEDIA LINKS

When included in an Order, CAPV may provide property websites, virtual tours, hosted presentations, external Media links, or similar online Media services for the Client's use in marketing the applicable Property.

Unless CAPV expressly agrees otherwise in writing, these services are maintained for the standard **six (6)-month availability period** established under Section 11.

At the conclusion of the initial six-month period, eligible property websites, virtual tours, listings, and associated hosted Media services may be renewed for an additional **six (6) months for \$69**, subject to continued availability and applicable service requirements.

Each additional renewal extends the applicable eligible service for another six-month period.

If the Client does not renew an eligible service after the applicable six-month period, CAPV may deactivate or discontinue the property website, virtual tour, hosted presentation, external Media link, or associated online service.

A discontinued or expired hosted service may not necessarily be recoverable after deactivation. The Client should request renewal before expiration when continued availability is required.

Property websites, virtual tours, and external Media links may depend upon Third-Party Platforms or Service Providers. Their availability is therefore additionally subject to Section 19.

CAPV does not guarantee that an external website, listing service, social-media service, Multiple Listing Service, search engine, rental platform, or other independent destination will permanently accept, display, embed, index, link to, or continue supporting CAPV-provided Media.

The Client remains responsible for maintaining access to any Client-controlled account, listing, website, or platform necessary to publish or use CAPV-provided Media.

Expiration or discontinuation of an applicable hosting period does not transfer or terminate CAPV's copyright or ownership rights in the underlying Media.

SECTION 21 — CORRECTIONS, RESHOOTS & CAPV RESPONSIBILITY

CAPV is committed to correcting legitimate production errors and to treating Client-requested changes and CAPV-caused issues differently.

If CAPV determines that a material error in the delivered Media resulted from CAPV's production, capture, processing, or other work within CAPV's reasonable control, CAPV will make a reasonable effort to correct the affected Media without an additional correction charge to the Client.

If a legitimate CAPV production error reasonably requires CAPV to return to the Property to correct or recapture the affected Media, **the Client will not be charged an additional service or reshoot fee for that corrective visit.**

If CAPV cannot fulfill a Scheduled Appointment because of circumstances within CAPV's responsibility, **the Client will not be charged for the missed appointment or for a rescheduled appointment required solely because of CAPV's inability to perform.**

When an emergency or other CAPV-responsible circumstance prevents CAPV from fulfilling a Scheduled Appointment, CAPV will make reasonable efforts to notify the Client at the earliest practical time.

A correction or reshoot will not be considered CAPV's responsibility merely because the Client later changes a preference, requests a different creative treatment, changes staging or décor, alters the Property, changes listing strategy, requests additional Media, or decides that additional or different coverage is desired beyond the original Order.

A return visit or additional work caused by circumstances attributable to the Client, property owner, occupant, representative, or Property may result in additional charges.

Examples may include a Property that was not properly prepared, inaccessible areas, unsecured animals, unavailable amenities, unfinished repairs or construction, vehicles or other items the Client later wants removed, landscaping or property conditions that later change, or areas that could not reasonably be serviced during the original Scheduled Appointment because of Client- or Property-related conditions.

Client-requested rescheduling or repeat services remain subject to the applicable cancellation and rescheduling provisions of Section 6.

Genuine family emergencies, accidents, significant property damage, Acts of God, and comparable extraordinary circumstances may be considered under the exceptions and circumstances-beyond-control provisions contained elsewhere in these Terms.

CAPV may determine whether a reported issue can reasonably be corrected through editing, replacement of an affected deliverable, or whether a return visit is reasonably necessary.

SECTION 22 — ADVERTISING, REAL ESTATE & CLIENT RESPONSIBILITIES

CAPV provides professional Media and related marketing services. Unless CAPV expressly agrees otherwise in writing, CAPV is not acting as the Client's real estate broker, real estate salesperson, property manager, appraiser, inspector, attorney, architect, engineer, surveyor, or other licensed professional merely by providing Media services.

The Client remains responsible for the accuracy, legality, and appropriateness of the Client's property listing, advertising, pricing, descriptions, disclosures, representations, claims, and publication of CAPV-provided Media.

The Client is responsible for determining and complying with requirements imposed by the Client's brokerage, Multiple Listing Service, advertising platform, rental platform, property owner, governing association, applicable professional rules, or other entity controlling how the Property may be advertised.

Where CAPV supplies information or Media based upon information provided by the Client, property owner, representative, public record, or another source identified for the project, the Client is responsible for reviewing material property information for accuracy before publication when the information is within the Client's knowledge or professional responsibility.

CAPV's provision of photography, video, aerial Media, floorplans, virtual tours, virtual staging, property websites, or other marketing Media does not constitute a representation or guarantee concerning the legal status, structural condition, market value, square footage, boundaries, suitability, occupancy, code compliance, or other professional determination regarding the Property.

CAPV does not guarantee that its Media or marketing services will result in a sale, rental, booking, offer, lead, particular sales price, particular rental rate, increased listing traffic, increased engagement, or any other specific marketplace result.

The Client may not knowingly use CAPV-provided Media in a false, deceptive, unlawful, or materially misleading manner.

Where CAPV Media has been materially digitally altered, the Client's responsibilities under Section 18 additionally apply.

SECTION 23 — REFUNDS

CAPV's refund obligations depend upon the circumstances giving rise to the refund request and the amount of work already performed.

A Client is not automatically entitled to a refund solely because the Client later changes a preference, listing strategy, marketing plan, property status, brokerage relationship, or decision to use Media after CAPV has properly performed the ordered services.

Services and Media properly performed and delivered in accordance with the Order are generally non-refundable, except where CAPV agrees otherwise or where a refund is required by applicable law.

Cancellation charges and any refund associated with a Client cancellation or Client-requested rescheduling are governed by **Section 6 — Cancellation & Client-Requested Rescheduling**.

When CAPV arrives but cannot perform the scheduled services because the Property is not reasonably prepared, accessible, or safe due to circumstances within the responsibility or control of the Client, property owner, occupant, or their representatives, the **100% charge established under Section 4 applies and no refund is due for the affected Scheduled Appointment**.

When the Client elects to proceed with a Scheduled Appointment after CAPV has documented material weather concerns and recommended another date, and the services cannot be completed because of the identified weather conditions, the **100% charge established under Section 5 applies and no refund is due for that Scheduled Appointment**.

If CAPV is unable to perform an Order because of circumstances within CAPV's responsibility and the Client has already paid for services that CAPV does not subsequently perform or reschedule, CAPV will refund the amount paid for the unperformed services.

If only part of an Order cannot be completed for reasons within CAPV's responsibility, any appropriate refund or account adjustment will be limited to the affected portion of the Order unless CAPV determines that a broader adjustment is appropriate.

Where a legitimate CAPV production error can reasonably be corrected through editing, replacement Media, or a no-charge corrective reshoot under Section 21, CAPV may first be given a reasonable opportunity to correct the issue before a refund is considered.

Nothing in this section limits any refund or remedy required by applicable law.

SECTION 24 — PRIVACY, CLIENT INFORMATION & CONFIDENTIALITY

CAPV may collect, receive, maintain, and use information reasonably necessary to establish and manage Client relationships, process Orders, schedule services, communicate with Clients, provide and deliver

Media, maintain Client accounts, issue invoices, process payments, provide customer support, and operate CAPV's business.

Such information may include Client contact information, business information, property addresses and details, access or scheduling information, Order history, communications, invoicing and transaction information, and other information reasonably necessary to provide the requested services.

CAPV will use Client information for legitimate business and service purposes and will take reasonable measures to protect information in CAPV's possession from unauthorized access, use, or disclosure.

CAPV may provide information to a Third-Party Platform or Service Provider when reasonably necessary to process an Order, deliver or host Media, process payment, provide a requested service, maintain CAPV's systems, or otherwise fulfill CAPV's obligations to the Client.

CAPV may also disclose information when reasonably necessary to comply with applicable law, lawful legal process, regulatory requirements, insurance obligations, fraud prevention, protection of CAPV's legal rights, collection of amounts properly owed, or protection of persons or property.

CAPV does not sell, rent, trade, exchange, purchase, or otherwise participate in customer-information lists or databases in which Client information is provided to or received from outside parties for marketing, solicitation, list-building, or similar commercial purposes.

This restriction does not prevent CAPV from providing limited Client or Property information to a Third-Party Platform or Service Provider when reasonably necessary to process an Order, process payment, produce or deliver Media, provide hosting, maintain CAPV's systems, or otherwise perform services requested by the Client. **Such disclosure is for service fulfillment and is not considered the sale, trade, or exchange of Client information for marketing-list purposes.**

CAPV does not treat ordinary property-marketing information supplied for publication as confidential merely because it was provided to CAPV. Information intended for a listing, property website, virtual tour, advertisement, or other public marketing purpose may be used as reasonably necessary to provide that service.

If a Client provides CAPV with information that requires unusual confidentiality, security, embargo, access restrictions, or non-public handling, the Client should notify CAPV **before providing the information or before the Scheduled Appointment**, as applicable.

Any special confidentiality obligation beyond CAPV's ordinary business practices must be expressly agreed to by CAPV in writing.

A separate CAPV Privacy Policy may provide additional information regarding website visitors, online data collection, cookies, analytics, electronic communications, payment processing, and other privacy matters associated with CAPV's online services.

SECTION 25 — LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

CAPV will perform its services in a professional manner consistent with the services ordered by the Client and the provisions of these Terms.

Because photography, videography, aerial operations, digital Media production, online hosting, property marketing, and related services may be affected by conditions outside CAPV's reasonable control, CAPV does not warrant or guarantee that every service, Media product, platform, link, website, tour, or other deliverable will remain continuously available, uninterrupted, error-free, or compatible with every device, platform, system, or future technology.

Except for obligations expressly stated in these Terms and to the extent permitted by applicable law, CAPV makes no additional warranty or guarantee regarding the commercial performance, market response, financial outcome, sale, rental, booking, lead generation, engagement, or other result arising from the Client's use of CAPV Media or services.

CAPV is not responsible for loss, damage, delay, interruption, or failure caused solely by a Third-Party Platform or Service Provider, Client-controlled system, unauthorized third-party use, Client modification, circumstances beyond CAPV's reasonable control, or other matter for which CAPV is not responsible under these Terms.

To the extent permitted by applicable law, CAPV will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising from an Order, service, or use of delivered Media, including lost profits, lost business opportunities, lost bookings, lost commissions, or similar consequential economic losses.

Except where a different remedy is expressly provided in these Terms or where applicable law requires otherwise, CAPV's aggregate monetary liability arising from a particular Order will not exceed the amount actually paid to CAPV for the portion of the Order giving rise to the claim.

Nothing in this section is intended to exclude or limit liability that cannot lawfully be excluded or limited.

Nothing in this section eliminates CAPV's express responsibilities elsewhere in these Terms, including CAPV's obligations concerning legitimate production errors, CAPV-caused reshoots, unperformed services, and applicable refunds.

SECTION 26 — INDEMNIFICATION

To the extent permitted by applicable law, the Client agrees to be responsible for claims, losses, liabilities, damages, or reasonable expenses arising from the Client's own unlawful conduct, material breach of these Terms, unauthorized use of CAPV Media, materially misleading use of Media, or use of Client-supplied materials that the Client did not have authority to provide or publish.

Where a claim by a third party results from materials, instructions, representations, advertising claims, property information, or other content supplied or specifically directed by the Client, the Client agrees to indemnify and hold CAPV harmless from that claim to the extent the claim results from matters attributable to the Client rather than CAPV.

The Client is likewise responsible for claims arising from unauthorized alteration, resale, relicensing, redistribution, commercial exploitation, or other use of CAPV Media by the Client in violation of these Terms.

CAPV does not receive indemnification for claims to the extent they arise from CAPV's own negligence, willful misconduct, unlawful conduct, material breach of these Terms, or other circumstances for which applicable law places responsibility upon CAPV.

CAPV will provide reasonable notice to the Client of a claim for which CAPV seeks indemnification when reasonably practicable.

Nothing in this section requires the Client to indemnify CAPV for conduct or liability that cannot lawfully be shifted to the Client.

SECTION 27 — FORCE MAJEURE & CIRCUMSTANCES BEYOND REASONABLE CONTROL

Neither CAPV nor the Client will be considered in breach of these Terms solely because performance is prevented, materially delayed, or made unsafe or impracticable by an extraordinary circumstance genuinely beyond that party's reasonable control.

Such circumstances may include, as applicable, severe or dangerous weather, natural disasters, fire, flood, widespread utility or communications failures, government orders or restrictions, civil emergencies, transportation disruptions, widespread infrastructure failures, regulatory or airspace restrictions, or comparable events that could not reasonably have been prevented by the affected party.

The affected party should provide notice to the other party as soon as reasonably practical after becoming aware that such a circumstance will materially affect a Scheduled Appointment or another significant obligation.

When reasonably possible, CAPV and the Client will attempt to reschedule or otherwise complete the affected services after the circumstance has passed.

This section does not automatically excuse a Client from charges that are expressly applicable under another section of these Terms, including a Client's documented election to proceed despite an advance weather warning under Section 5 or a Property that was not reasonably prepared under Section 4.

Likewise, CAPV may not characterize an event as beyond reasonable control merely to avoid responsibility for a circumstance that was actually within CAPV's responsibility or reasonable control.

CAPV-caused cancellations, production errors, corrections, and reshoots remain governed by Section 21.

Any refund for services ultimately not performed will be determined under Section 23 and the other applicable provisions of these Terms.

SECTION 28 — DISPUTE RESOLUTION, BBB COMPLAINTS & GOVERNING LAW

CAPV and the Client agree that a good-faith effort to resolve a disagreement directly is generally preferable to unnecessary formal proceedings.

Before pursuing formal dispute resolution, CAPV encourages the Client to contact CAPV and provide reasonable information concerning the issue and the resolution being requested so that CAPV has a reasonable opportunity to review and address the matter.

As a **BBB Accredited Business**, CAPV is committed to responding professionally, promptly, and in good faith to complaints or disputes submitted through the Better Business Bureau.

Any complaint or dispute submitted to CAPV through the Better Business Bureau will be handled in accordance with the applicable BBB complaint-handling and dispute-resolution guidelines, procedures, regulations, accreditation standards, and requirements then in effect. Any applicable updates or revisions adopted by the BBB will be followed by CAPV as they become effective, without requiring a separate amendment to these Terms solely to incorporate those updated BBB requirements.

CAPV will participate in any applicable BBB complaint-handling, mediation, arbitration, or other dispute-resolution process as required under the BBB guidelines, procedures, and accreditation requirements applicable to CAPV at the time of the complaint or dispute.

CAPV will cooperate in good faith with the applicable BBB process and will comply with any settlement, agreement, decision, or other obligation that CAPV is required to honor under the applicable BBB rules, procedures, accreditation requirements, or applicable law.

Nothing in this section is intended to independently create, expand, restrict, or replace the rights or obligations of either CAPV or the Client under applicable law or under the BBB procedures governing a particular complaint or dispute.

CAPV's commitment to follow the BBB requirements then in effect does not mean that every BBB rule or procedure becomes an independent contractual term between CAPV and the Client. Rather, CAPV agrees to comply with the applicable current BBB requirements governing CAPV and the particular BBB complaint or dispute process being used.

Unless otherwise required by applicable law or an enforceable written agreement between CAPV and the Client, these Terms and CAPV's services will be governed by the laws of the **State of Alabama**, without regard to conflict-of-law principles that would require application of another jurisdiction's law.

To the extent a dispute may properly be heard in court, CAPV intends the appropriate state or federal courts serving **Walker County, Alabama** to constitute the agreed venue, subject to applicable law.

SECTION 29 — AMENDMENTS, SEVERABILITY, NO WAIVER & ENTIRE AGREEMENT

These Terms, together with any applicable Order, accepted quote, proposal, invoice, written service authorization, project-specific agreement, or other document expressly incorporated by CAPV, constitute the agreement governing the services to which they apply.

If CAPV and the Client enter into a specifically negotiated written agreement that expressly modifies a provision of these Terms for a particular project, the specifically negotiated provision will control that project to the extent of the direct conflict.

CAPV may revise these Terms from time to time to reflect changes in services, business practices, technology, legal requirements, or other legitimate operational needs.

Unless required by applicable law or expressly agreed by the parties, a later revision of these Terms will not retroactively change the contractual terms governing services already completed under an earlier version.

The version of the Terms applicable to an Order will ordinarily be the version in effect when the Order is accepted by CAPV, except where the Client and CAPV subsequently agree in writing to a modification.

If any provision of these Terms is determined by a court, arbitrator, or other authority of competent jurisdiction to be invalid, unlawful, or unenforceable, that provision will be enforced to the maximum extent lawfully permitted or, where appropriate, severed without automatically invalidating the remaining provisions.

CAPV's decision not to enforce a provision on one occasion does not constitute a permanent waiver of that provision or prevent CAPV from enforcing it in another appropriate circumstance.

A waiver of any provision must be intentional and does not waive any other provision unless expressly stated.

Headings and section titles are provided for organization and readability and do not independently expand or limit the substantive provisions of these Terms.

SECTION 30 — CLIENT ACCEPTANCE & ACKNOWLEDGMENT

By submitting an Order, approving or authorizing CAPV to perform services, affirmatively accepting these Terms through CAPV's ordering process, or otherwise entering into an enforceable service agreement with

CAPV, the Client acknowledges that the Client has had a reasonable opportunity to review these Policies & Terms of Service before the applicable services are performed.

The Client acknowledges that these Terms contain provisions affecting the Client's rights and responsibilities, including provisions concerning payment, cancellation and rescheduling, property preparation, weather, Media licensing and copyright, hosting and storage, third-party services, corrections and reshoots, refunds, limitation of liability, indemnification, dispute resolution, and BBB complaint procedures.

The Client is encouraged to ask CAPV about any service-related provision the Client does not understand before authorizing the Order and may seek independent legal advice concerning the legal effect of these Terms if desired.

Acceptance of these Terms does not constitute a transfer of CAPV's copyright or ownership rights except where CAPV has expressly agreed otherwise in writing.

If an individual accepts these Terms or authorizes an Order on behalf of a business, brokerage, company, property owner, organization, or other entity, that individual represents that they have authority to act on behalf of that entity with respect to the Order.

Where applicable law requires a particular provision to receive separate or additional acknowledgment, CAPV may require the Client to provide that acknowledgment through a signature, initials, checkbox, electronic acceptance, or another appropriate method.

CAPV should maintain a reasonable record of the version of these Terms accepted in connection with an Order and, where applicable, the Client's electronic or written acceptance.