



CENTRAL ALABAMA PHOTOGRAPHY AND VIDEO, LLC

WEBSITE TERMS OF SERVICE

Effective Date: September 24, 2026

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SECTION 1 — WEBSITE TERMS, ACCEPTANCE & SCOPE

These Website Terms of Use (“Website Terms”) govern access to and use of the website operated for Central Alabama Photography and Video, LLC (“CAPV”), including the information, content, features, materials, and resources made available through the website.

These Website Terms apply to individuals and organizations that visit, browse, access, or otherwise use CAPV’s website (“Website User” or “User”).

By accessing or using the CAPV website, the User acknowledges that use of the website is subject to these Website Terms. If a User does not agree with these Website Terms, the User should discontinue use of the website.

These Website Terms govern use of the website itself. They do not, merely because a person visits or browses the website, create a Client service relationship with CAPV or constitute an Order for CAPV professional services.

The purchase, scheduling, authorization, performance, delivery, and use of CAPV photography, videography, aerial media, virtual tours, floorplans, property marketing media, digital media, and other professional services are governed separately by CAPV’s applicable Policies & Terms of Service, together with any applicable Order, accepted quote, proposal, invoice, written service authorization, or project-specific agreement.

When a Website User becomes a CAPV Client by ordering or authorizing professional services, the provisions governing those services are determined by the applicable CAPV Policies & Terms of Service and related Order documentation rather than by these Website Terms alone.

If a provision of these Website Terms concerns general website use and a separate CAPV service agreement contains a provision specifically governing an ordered professional service, the service-specific agreement will control with respect to that professional service to the extent of any direct conflict.

CAPV may maintain additional policies applicable to particular aspects of the website or CAPV’s online operations, including a separate Privacy Policy governing the collection, use, and handling of information associated with the website and CAPV’s online services.

SECTION 2 — CAPV BUSINESS INFORMATION & WEBSITE PURPOSE

The CAPV website is operated for Central Alabama Photography and Video, LLC, a professional photography, videography, aerial media, property marketing media, and related services company whose corporate and registered business location is in Jasper, Alabama.

The website is maintained to provide information concerning CAPV, its professional services, service options, portfolio and Media examples, pricing or promotional information, business qualifications, educational or informational material, news or updates, and methods for contacting or doing business with CAPV.

The website may also provide or direct Users to resources through which prospective or existing Clients may request information, contact CAPV, access a Client portal, submit an Order, manage an existing Order, receive Media, make payment, or interact with other services associated with CAPV.

The presence of information concerning a CAPV service on the website does not guarantee that the service is available for every Property, location, project, date, Client, or circumstance.

Information displayed on the website is provided for general informational and business purposes unless CAPV expressly identifies particular information as part of an accepted Order, quote, proposal, promotion, or other agreement.

CAPV may add, remove, modify, replace, or discontinue website content, services, features, resources, promotions, or other information as CAPV's business and services evolve.

Nothing contained on the CAPV website should be interpreted as professional legal, financial, engineering, architectural, appraisal, inspection, surveying, or other professional advice outside the photography, videography, Media, and related services CAPV has expressly agreed to provide.

SECTION 3 — WEBSITE CONTENT & INTELLECTUAL PROPERTY

The CAPV website and the original content made available through it may contain intellectual property owned by or licensed to Central Alabama Photography and Video, LLC.

Such content may include, as applicable, CAPV's business name, logos, trademarks, service marks, branding, photographs, videos, aerial imagery, graphics, designs, illustrations, portfolio materials, website layouts, written content, marketing materials, service descriptions, promotional materials, educational content, and other original creative works or business materials.

Except where otherwise identified, CAPV retains all applicable ownership, copyright, trademark, and other intellectual-property rights in CAPV-created website content.

The availability of CAPV content on a publicly accessible website does not place that content in the public domain, transfer ownership to a Website User, or grant unrestricted permission to copy, reproduce, publish, distribute, modify, sell, license, commercially exploit, or otherwise use that content.

Photographs, videos, graphics, testimonials, logos, trademarks, software, embedded content, or other materials belonging to Clients, vendors, technology providers, or other third parties remain subject to the applicable rights of their respective owners.

Nothing in these Website Terms should be interpreted as CAPV claiming ownership of intellectual property that lawfully belongs to another party.

CAPV's display of commissioned photography, video, aerial imagery, virtual-tour Media, floorplans, or other CAPV-created Media on its website remains subject to CAPV's applicable copyright and ownership rights and, where relevant, the separate provisions governing CAPV-created Client Media under CAPV's Policies & Terms of Service.

A Website User who believes material appearing on the CAPV website infringes the User's copyright or other intellectual-property rights may contact CAPV with sufficient information to identify the material and explain the claimed rights so that CAPV can reasonably review the matter.

SECTION 4 — PERMITTED USE OF THE WEBSITE

CAPV grants Website Users a limited, revocable, non-exclusive, non-transferable right to access and use the CAPV website for lawful personal, informational, and legitimate business purposes consistent with these Website Terms.

A User may browse the website, review information concerning CAPV and its services, view publicly available portfolio and marketing materials, use available contact methods, follow authorized links, and interact with website features for their intended purposes.

A prospective or existing Client may use website resources and authorized links to inquire about CAPV services, access an applicable Client portal or ordering system, communicate with CAPV, or conduct other legitimate business with CAPV.

Website Users may share a normal link directing another person to a publicly accessible CAPV webpage, provided the link is not presented in a false, deceptive, defamatory, misleading, or unauthorized manner and does not imply an endorsement, sponsorship, partnership, or affiliation that CAPV has not authorized.

Limited downloading or printing of website information for a User's own legitimate personal or internal business reference is permitted when the website functionality reasonably allows it, provided the material is not subsequently republished, sold, redistributed, commercially exploited, or represented as the User's own work.

Permission to access or use the CAPV website does not grant the User ownership of CAPV website content or a license to independently use CAPV photographs, videos, graphics, branding, portfolio Media, written materials, or other protected content for the User's own advertising, commercial promotion, publication, resale, portfolio, or other independent commercial purpose.

Any use of CAPV website content beyond the limited uses authorized by these Website Terms requires CAPV's prior authorization when such authorization is required by applicable intellectual-property rights or law.

Use of the website must remain lawful and must not interfere with CAPV's operation of the website, CAPV's business, other Website Users, CAPV Clients, or the rights of another person or organization.

SECTION 5 — PROHIBITED USES

Website Users may not use the CAPV website, its content, features, systems, or resources for any unlawful, fraudulent, abusive, deceptive, unauthorized, or malicious purpose.

Without limiting the foregoing, a Website User may not:

- copy, reproduce, republish, distribute, sell, license, commercially exploit, or otherwise use CAPV website content except as expressly permitted by these Website Terms or authorized by CAPV;
- use CAPV photographs, videos, portfolio Media, graphics, logos, branding, written content, service descriptions, marketing materials, or other protected content to advertise, promote, represent, or benefit another business, service, property, product, or person without appropriate authorization;
- falsely represent an affiliation, partnership, sponsorship, endorsement, employment relationship, agency relationship, or other connection with CAPV;
- impersonate CAPV, a CAPV representative, a Client, another Website User, or another person or organization;
- attempt to obtain unauthorized access to any CAPV account, Client portal, administrative area, server, database, system, network, or other restricted resource;
- interfere with, disrupt, damage, disable, overload, or impair the operation, security, availability, or performance of the website or systems associated with it;
- introduce viruses, malicious code, automated attacks, harmful software, or other technology intended to damage, disrupt, monitor, intercept, or improperly access the website or associated systems;
- use automated scraping, harvesting, extraction, crawling, data-mining, or similar methods to systematically obtain CAPV website content, business information, Client information, pricing information, Media, or other data for unauthorized commercial, competitive, training, database-building, or redistribution purposes;
- attempt to bypass, defeat, disable, or circumvent security features, access restrictions, technological protections, or other measures intended to protect the website, CAPV content, Client information, or associated systems;
- use information obtained through the website to send unauthorized or unlawful advertising, solicitation, spam, or other unsolicited commercial communications; or
- use the website in a manner that violates applicable law or infringes the copyright, trademark, privacy, publicity, contractual, or other lawful rights of CAPV or another party.

CAPV may restrict or terminate a User's access to website features or resources when CAPV reasonably believes the User has engaged in prohibited activity, attempted unauthorized access, created a security risk, or materially violated these Website Terms.

Nothing in this section prohibits legitimate search-engine indexing, ordinary browser functionality, accessibility technology, or other customary technology operating for its intended lawful purpose.

SECTION 6 — SERVICE INFORMATION, PRICING & PROMOTIONS

CAPV makes reasonable efforts to present accurate and current information concerning its services, packages, add-ons, pricing, promotions, service areas, qualifications, features, and other business information displayed through the website.

Website information may nevertheless be changed, updated, corrected, replaced, or discontinued as CAPV's services, pricing, technology, business practices, promotions, or operational requirements evolve.

Unless CAPV expressly states otherwise, information displayed on the website is provided for general informational purposes and does not constitute a guaranteed offer that a particular service, package, price, promotion, feature, appointment, or service area will be available in every circumstance.

Pricing displayed on the website may be subject to applicable taxes, travel charges, property-size adjustments, selected add-ons, project-specific requirements, or other charges applicable to the particular Order.

Promotional offers may be subject to stated eligibility requirements, dates, exclusions, availability, service limitations, promotional codes, or other conditions associated with the particular promotion.

CAPV may correct typographical, clerical, technical, pricing, description, or publication errors appearing on the website.

If website information differs from the information contained in an accepted CAPV Order, quote, proposal, invoice, written service authorization, project-specific agreement, or the applicable CAPV Policies & Terms of Service, the documentation specifically applicable to the Client's accepted Order will control to the extent of the direct conflict.

A Website User should contact CAPV before placing an Order if the User has a question concerning current pricing, service availability, promotional eligibility, service-area requirements, or information displayed on the website.

Nothing in this section permits CAPV to retroactively change an accepted Client Order merely because website information is later changed or corrected.

SECTION 7 — ORDERS, CLIENT PORTAL & POLICIES & TERMS OF SERVICE

The CAPV website may provide links, buttons, forms, portals, or other methods through which a prospective or existing Client can inquire about services, submit information, request or place an Order, access Client resources, receive Media, review Order information, communicate with CAPV, or make payment.

Use of such features for the purpose of purchasing or managing CAPV professional services may create obligations separate from ordinary use of the public website.

The purchase, scheduling, authorization, performance, delivery, payment, licensing, and other terms applicable to CAPV professional services are governed by CAPV's applicable Policies & Terms of Service,

together with the applicable Order and any accepted quote, proposal, invoice, written service authorization, or project-specific agreement.

A Website User is responsible for providing accurate information when submitting an inquiry, Order, account request, payment, or other information through an authorized CAPV website feature or Client portal.

Where access credentials are provided for a Client account, portal, gallery, delivery system, or other restricted resource, the authorized User is responsible for reasonably protecting those credentials and should not knowingly provide them to an unauthorized person.

A User should promptly notify CAPV if the User reasonably believes that an account, portal, credential, Order, or other CAPV-related resource has been accessed or used without authorization.

The presence of an ordering feature, appointment request, service-selection option, or similar functionality does not guarantee that CAPV has accepted an Order or confirmed a particular appointment until the Order or appointment has been accepted or confirmed through CAPV's applicable process.

Nothing in these Website Terms replaces the separate contractual provisions governing an accepted CAPV professional service Order.

SECTION 8 — THIRD-PARTY WEBSITES, PLATFORMS & EMBEDDED CONTENT

The CAPV website may contain links to, integrations with, embedded content from, or functionality provided by independent third-party websites, platforms, applications, payment processors, social-media services, review services, mapping services, video services, Client-management systems, hosting providers, or other technology providers.

Such third-party resources may be provided for convenience, functionality, information, communication, payment, Media delivery, or other legitimate business purposes.

A link, integration, reference, or embedded feature does not, by itself, mean that CAPV owns, controls, operates, endorses, guarantees, or assumes responsibility for the independent third party or all content, products, services, policies, practices, or information provided by that party.

Third-party websites and services may maintain their own terms of use, privacy policies, security practices, account requirements, accessibility practices, and other rules. A User's interaction with an independent third-party service may therefore be governed additionally by the terms and policies of that provider.

CAPV is not responsible for changes made independently by a third party to its website, platform, content, availability, functionality, policies, technical requirements, links, or services when those matters are outside CAPV's reasonable control.

If CAPV becomes aware that a third-party link or integration appearing on its website is materially inaccurate, unsafe, unavailable, or no longer appropriate, CAPV may remove, replace, or modify that link or integration when reasonably practical.

Nothing in this section relieves CAPV of responsibility for CAPV's own actions or for website functions that are actually within CAPV's reasonable control.

Where a Third-Party Platform or Service Provider is used in connection with an actual CAPV Client Order, the additional provisions governing third-party services contained in CAPV's Policies & Terms of Service may also apply.

SECTION 9 — WEBSITE AVAILABILITY, ACCURACY & CHANGES

CAPV makes reasonable efforts to maintain the website and to provide useful, accurate, and current information. However, website content may occasionally contain typographical errors, outdated information, technical inaccuracies, incomplete information, broken links, display issues, or other errors.

CAPV may correct, update, revise, remove, replace, or supplement website content when reasonably necessary and may do so without providing advance notice to Website Users.

CAPV does not guarantee that the website, every webpage, or every website feature will be available continuously or without interruption.

Website availability may be affected by scheduled maintenance, software updates, hosting issues, equipment or network failures, cybersecurity measures, technical problems, Third-Party Platforms or Service Providers, internet outages, circumstances beyond CAPV's reasonable control, or other legitimate operational needs.

CAPV may temporarily suspend, restrict, modify, replace, or discontinue all or part of the website or a particular website feature when reasonably necessary for maintenance, security, business operations, technology changes, legal compliance, or other legitimate purposes.

CAPV will make reasonable efforts to correct material website errors that are brought to CAPV's attention and that are within CAPV's reasonable control.

A Website User who identifies information that appears materially inaccurate or a website feature that appears not to function properly may contact CAPV so that the matter can be reviewed.

Information concerning CAPV services, pricing, promotions, and Orders remains additionally subject to Section 6 — Service Information, Pricing & Promotions, and third-party-dependent website functions remain additionally subject to Section 8 — Third-Party Websites, Platforms & Embedded Content.

Nothing in this section permits CAPV to alter the terms of an already accepted Client Order merely by changing information displayed on the website.

SECTION 10 — DISCLAIMER & LIMITATION OF LIABILITY

The CAPV website is provided for legitimate informational and business purposes and is intended to assist Website Users in learning about CAPV, reviewing its services and work, contacting CAPV, and accessing authorized online resources.

CAPV will make reasonable efforts to maintain the website and website functions that are within CAPV's reasonable control. However, except as expressly provided in these Website Terms and to the extent permitted by applicable law, CAPV does not guarantee that the website will always be uninterrupted, error-free, continuously available, completely secure, or compatible with every browser, device, operating system, network, or future technology.

CAPV is not responsible for website interruption, loss, delay, malfunction, or damage caused solely by an independent Third-Party Platform or Service Provider, internet or telecommunications failure, User-controlled device or system, unauthorized third-party conduct, malicious activity not caused by CAPV, or other circumstance outside CAPV's reasonable control.

Website Users are responsible for maintaining appropriate security, software, internet access, devices, and other technology necessary to access and use the website safely.

To the extent permitted by applicable law, CAPV will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising solely from a User's access to, inability to access, or misuse of the public CAPV website.

Nothing in this section excludes or limits liability that cannot lawfully be excluded or limited.

Nothing in these Website Terms eliminates CAPV's responsibility for its own conduct to the extent responsibility is imposed by applicable law.

This section governs use of the website itself. Liability associated with an actual CAPV Order, professional service, delivered Media, or Client service relationship is governed separately by the applicable CAPV Policies & Terms of Service and any other agreement applicable to that Order.

SECTION 11 — PRIVACY & ONLINE INFORMATION

CAPV may receive or collect information through the website when a User voluntarily contacts CAPV, submits information through an authorized website feature, accesses an online resource, interacts with website technology, or uses a service associated with CAPV's online operations.

The collection, use, handling, protection, retention, disclosure, and other processing of personal or business information associated with the CAPV website and online services will be addressed more fully in CAPV's separate Privacy Policy.

Website Users should review the CAPV Privacy Policy for information concerning CAPV's online privacy practices, including, as applicable, information submitted through website forms or other online communications, cookies, analytics, website technology, payment-related services, Third-Party Platforms or Service Providers, and other online data practices.

The presence of a link to, integration with, or embedded feature from an independent third party may result in that third party collecting or processing information under its own privacy policy or practices. CAPV does not control the independent privacy practices of third parties except to the extent CAPV has responsibility under applicable law or an agreement governing CAPV's relationship with that provider.

Users should avoid submitting passwords, financial account credentials, Social Security numbers, or other highly sensitive information through ordinary website contact forms or ordinary email unless CAPV has specifically provided an appropriate method for transmitting the information.

Privacy and confidentiality obligations arising from an actual CAPV Client relationship may also be governed by the applicable CAPV Policies & Terms of Service, including its provisions concerning Client information and confidentiality.

If a Website User has a question concerning CAPV's privacy practices or believes personal information has been submitted to CAPV in error, the User may contact CAPV using the contact information provided through the website or the applicable Privacy Policy.

SECTION 12 — GOVERNING LAW, CHANGES TO THESE TERMS & CONTACT INFORMATION

These Website Terms are 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, except where applicable law requires otherwise.

To the extent a dispute arising specifically from use of the CAPV website 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.

CAPV may revise these Website Terms from time to time to reflect changes in the website, CAPV's business operations, technology, legal requirements, security practices, or other legitimate operational needs.

When these Website Terms are revised, CAPV should update the effective date associated with the published Website Terms so Website Users can identify the version currently in effect.

Unless applicable law requires otherwise, revisions to these Website Terms apply prospectively to website use occurring after the revised Terms become effective and do not retroactively alter the contractual terms governing a previously accepted CAPV professional service Order.

If any provision of these Website Terms is determined by a court 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 of these Website Terms on one occasion does not constitute a permanent waiver of that provision or prevent CAPV from enforcing it in another appropriate circumstance.

Questions concerning these Website Terms or the CAPV website may be directed to Central Alabama Photography and Video, LLC through the contact methods published on CAPV's website.

These Website Terms should be read together with CAPV's separate Privacy Policy and, when professional services are ordered or authorized, the applicable CAPV Policies & Terms of Service and related Order documentation.