



ALMIGHTY PORTAL LLC

TERMS & CONDITIONS

BY ENGAGING THE SERVICES OF ALMIGHTY PORTAL LLC, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

- PROPERTY(1). THE PROPERTY IS THE REAL PROPERTY IDENTIFIED IN YOUR AGREEMENT WITH ALMIGHTY PORTAL LLC. YOU ARE THE PERSON, AGENT, BROKERAGE, OR OTHER LEGAL ENTITY MAKING PAYMENT TO ALMIGHTY PORTAL LLC HEREUNDER (“YOU”). YOU WARRANT THAT YOU ARE EITHER THE OWNER OF THE PROPERTY OR THAT YOU HAVE ALL RIGHT, TITLE AND AUTHORITY TO AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN ON BEHALF OF SUCH PROPERTY OWNER AND TO BIND YOURSELF AND THE PROPERTY OWNER TO THE TERMS AND CONDITIONS SET FORTH HEREIN.
- PAYMENT(2). PAYMENT IS DUE IN FULL AT THE TIME OF BOOKING. PAYMENT INDICATES ACCEPTANCE OF AND AGREEMENT TO ALL TERMS AND CONDITIONS OUTLINED HERE. USAGE RIGHTS WILL NOT BE GRANTED UNTIL FULL PAYMENT IS RECEIVED.
- REFUNDS(3). IF YOU ARE NOT 100% SATISFIED WITH YOUR PURCHASE, YOU CAN GET A FULL REFUND OR EXCHANGE THE SERVICE FOR ANOTHER ONE, BE IT SIMILAR OR NOT. YOU CAN REQUEST A REFUND FOR UP TO 30 DAYS FROM THE DATE OF PURCHASE.
- CHANGES AND CANCELLATIONS(4). SHOOT DATES OR TIMES MAY BE CHANGED OR CANCELED WITHOUT PENALTY UP TO FOUR (4) HOURS BEFORE THE SCHEDULED SHOOT TIME. CHANGES OR CANCELLATIONS LESS THAN 4 HOURS PRIOR TO SHOOT TIME WILL INCUR A CHANGE/CANCELLATION FEE FOR TRAVEL EXPENSES INCURRED(MILAGE). CHANGES TO THE CONTENT OF A SHOOT (E.G., ADDITION OF FEATURES) MAY REQUIRE A MEETING TO ENSURE CUSTOMER EXCEPTIONS ARE MET, RESULTING IN AN ADJUSTED BID. IT IS THE PRIMARY SHOOT CONTACT’S RESPONSIBILITY TO MONITOR WEATHER, READINESS OF THE PROPERTY, AND/OR ANY OTHER FACTORS THAT MAY AFFECT ABILITY TO COMPLETE THE SHOOT. IF CLEANING IS REQUIRED, THIS MAY RESULT IN A CLEANING FEE FOR MATERIALS USED AND EXTRA LABOR ON SCENE.
- GRANT OF RIGHTS(5). YOU HEREBY GRANT TO ALMIGHTY PORTAL LLC, SUBLICENSABLE WORLDWIDE RIGHT AND LICENSE, TO CREATE, REPRODUCE, DISPLAY, TRANSMIT, AND DISTRIBUTE THE WORK THROUGH ANY AND ALL MEDIA NOW KNOWN OR HEREINAFTER DEVELOPED. THE “WORK” IS DEFINED AS PHOTO(S), VIDEO(S), AND/OR 3D CONTENT, FLOOR PLANS, GRAPHICS, AUDIO, ANIMATION, CONSTITUENT FILES, AND OTHER VISUAL CONTENT OF THE PROPERTY PRODUCED UNDER THESE TERMS INCLUDING ANY DERIVATIVE WORKS CREATED THEREFROM. ANY AND ALL RIGHTS NOT EXPRESSLY GRANTED HERE ARE RESERVED TO ALMIGHTY PORTAL LLC, INCLUDING COPYRIGHT AND OWNERSHIP RIGHTS IN THE WORK. ALMIGHTY PORTAL LLC RESERVES THE RIGHT TO USE THE WORK FOR THE COMPANY’S PORTFOLIO, SAMPLES, SELF-PROMOTIONS, ENTRY IN CONTESTS OR EXHIBITIONS, EDITORIAL USE, OR FOR DISPLAY WITHIN OR ON THE OUTSIDE OF ALMIGHTY PORTALS’ PREMISES. ALMIGHTY PORTAL LLC FURTHER RESERVES THE RIGHT TO ASSIGN, TRANSFER, LICENSE, DISTRIBUTE, OR SYNDICATE THE WORK AND ANY AND ALL RIGHTS IN THE WORK TO ITS COMMERCIAL PARTNERS. EXCEPT AS EXPLICITLY SET FORTH IN SECTION 5 HEREIN, YOU HAVE NO OWNERSHIP RIGHTS IN THE WORK AND NO RIGHT TO SELL OR LICENSE THE WORK TO ANY THIRD PARTY OR COPY, MODIFY, REPRODUCE, OR CREATE DERIVATIVES OF THE WORK WITHOUT THE PRIOR WRITTEN CONSENT OF ALMIGHTY



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- USAGE RIGHTS(6). IN EXCHANGE FOR THE GRANT OF RIGHTS SET FORTH HEREIN, ALMIGHTY PORTAL LLC GRANTS TO YOU THE RIGHT TO USE THE IMAGES CREATED FROM THE WORK AND PROVIDED TO YOU BY ALMIGHTY PORTAL LLC FOR PURPOSES OF MARKETING AND PROMOTING THE PROPERTY, PROMOTING YOUR REAL ESTATE BUSINESS AND/OR THE LISTING(S), YOUR BROKERAGE(S), AND/OR YOUR BUSINESS(ES) (“YOUR LICENSE”). YOUR LICENSE IS NON-EXCLUSIVE, NON-TRANSFERABLE, COVERS ALL TERRITORIES AND MEDIA, AND IS FOR AN UNLIMITED TIME ON WEBSITES OWNED BY YOU. YOU MAY AUTHORIZE THIRD-PARTY WEBSITES SUCH AS, BUT NOT LIMITED TO, MULTIPLE LISTING SERVICE (MLS) OR REAL ESTATE LISTING PORTAL WEBSITES TO DISPLAY SAID CONTENT SOLELY FOR THE PURPOSE OF ADVERTISING THE SUBJECT LISTING, FOR AS LONG AS SAID LISTING IS ACTIVELY LISTED FOR SALE BY THAT LISTING AGENT. YOUR AUTHORIZATION TO THIRD-PARTY WEBSITES WILL AUTOMATICALLY EXPIRE ONCE SAID LISTING IS NO LONGER AVAILABLE FOR SALE OR ANY RELEVANT LISTING AGREEMENT BETWEEN THE PROPERTY OWNER AND LISTING AGENT HAS ENDED, WHICHEVER COMES FIRST.
- RELEASES, LICENSES, AND AUTHORIZATIONS(7). BY CONTRACTING WITH ALMIGHTY PORTAL LLC TO PRODUCE THE WORK, YOU WARRANT AND REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT WITH REGARDS TO THE PROPERTY AND YOU CERTIFY THAT YOU HAVE OBTAINED ALL APPROPRIATE AND NECESSARY RELEASES, PERMISSIONS, WAIVERS, LICENSES AND/OR AUTHORIZATIONS (HEREINAFTER “CLEARANCES”) FOR THE GRANT OF RIGHTS AND USAGE RIGHTS SET FORTH IN THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED CLEARANCES FROM THE OWNER OF THE PROPERTY AND ANY OTHER OWNERS OF INTELLECTUAL PROPERTY RIGHTS CONTAINED IN, ON, OR AROUND THE PROPERTY AND CAPTURED AS PART OF THE WORK, INCLUDING THE UNDERLYING ARCHITECTURAL WORK. YOU FURTHER WARRANT AND REPRESENT THAT THE PROPERTY OWNER AND ANY OCCUPANTS OF THE PROPERTY HAVE WAIVED ANY EXPECTATION OF PRIVACY RIGHTS IN RELATION TO THE IMAGES CAPTURED AND DISTRIBUTED IN ACCORDANCE WITH THE GRANT OF RIGHTS HEREUNDER. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ALMIGHTY PORTAL LLC AGAINST ANY AND ALL CLAIMS, COSTS, AND EXPENSES, INCLUDING ATTORNEY’S FEES, DUE TO USES OF THE WORK FOR WHICH YOU DID NOT OBTAIN THE APPROPRIATE CLEARANCE INCLUDING USES WHICH EXCEEDED THE CLEARANCES ACTUALLY OBTAINED BY YOU.
- INDEMNIFICATION/HOLD HARMLESS(8). IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED IN SECTION 6, YOU SHALL ALSO INDEMNIFY AND HOLD ALMIGHTY PORTAL LLC, ITS OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS, LICENSEES, SUBLICENSEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, INJURIES, DAMAGES, LOSS, EXPENSE, (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES) RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, OR ANY DISTRIBUTION OR USE OF THE WORK CREATED HEREUNDER RESULTING FROM YOUR BREACH OF ANY WARRANTIES, REPRESENTATIONS OR CERTIFICATIONS HEREUNDER, OR RESULTING FROM YOUR NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS AND/OR THOSE OF YOUR OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, EMPLOYEES, FAMILY MEMBERS, INVITEES, LICENSORS, THE PROPERTY OWNER, AND/OR GUESTS.
- MONIES DUE(9). ALMIGHTY PORTAL LLC RESERVES THE RIGHT TO ASSIGN MONIES DUE FROM YOU. BOTH YOU AND ANY PARTY ON WHOSE BEHALF YOU CONTRACT WITH ALMIGHTY PORTAL LLC WILL BE JOINTLY AND SEVERALLY LIABLE FOR FULL PERFORMANCE UNDER ANY CONTRACT MADE WITH ALMIGHTY PORTAL LLC, INCLUDING BUT NOT LIMITED TO PAYMENTS OF MONIES DUE TO ALMIGHTY PORTAL LLC.
- MODIFICATIONS(10). ALMIGHTY PORTAL LLC RESERVES THIS RIGHT TO MODIFY THESE TERMS AND CONDITIONS AT ANY TIME AND WITHOUT NOTICE. MODIFICATION, WAIVER, OR BREACH OF ANY PART OF THESE TERMS AND CONDITIONS BY YOU OR BY ALMIGHTY PORTAL LLC DOES NOT RELEASE YOU FROM ADHERENCE TO ANY OTHER PART OF THESE TERMS AND CONDITIONS OR TO THESE TERMS AND CONDITIONS AS A WHOLE. THE RELATIONSHIP BETWEEN YOU AND ALMIGHTY PORTAL LLC WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE.



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