STRONG PERSPECTIVE PHOTOGRAPHY, LLC
TERMS & CONDITIONS

1. Introduction

1.1 These Terms & Conditions govern services provided by Strong Perspective Photography, LLC.

1.2 By booking or purchasing services from Strong Perspective Photography, LLC, the Client acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions.

2. Definitions

2.1 "Client" refers to the individual or entity booking, purchasing, or contracting for services from Strong Perspective Photography, LLC.

2.2 "Strong Perspective Photography" refers to Strong Perspective Photography, LLC, the provider of the contracted services.

2.3 "Media" includes photographs, videos, aerial media, virtual tours, digital files, and other materials created or provided in connection with the contracted services.

3. Services & Copyright

3.1 Strong Perspective Photography may provide services to other clients, including competing real estate professionals, properties, businesses, or organizations throughout North Carolina.

3.2 Unless otherwise agreed in writing, Strong Perspective Photography retains all copyright, ownership, and intellectual property rights in Media created by Strong Perspective Photography.

3.3 Payment for services does not constitute a transfer or sale of copyright or ownership of the Media.

3.4 Media may be edited, digitally enhanced, or virtually altered for presentation purposes, depending on the services ordered. The Client is responsible for reviewing the Media and making any disclosures required by applicable laws, MLS rules, or listing platforms before publishing or distributing it.

3.5 Strong Perspective Photography may update service offerings, package contents, availability, and pricing from time to time. Changes apply to future orders. Changes to the services or pricing of an existing confirmed order require agreement with the Client.

4. Licensing & Usage Rights

4.1 Upon payment in full, the Client receives a non-exclusive, non-transferable license to use the Media solely for marketing the specific property for which the services were performed, for the duration of the active listing agreement.

4.2 During the authorized license period, the Client may use the Media on websites, Multiple Listing Services (MLS), social media platforms, flyers, and other marketing channels directly related to the sale or rental of the property.

4.3 Social media posts lawfully published by the Client during the authorized license period may remain published after the property is no longer actively listed.

4.4 Section 4.3 does not authorize new uses, republication, transfer, distribution, or other use of the Media after the authorized license period has ended.

4.5 Any use beyond the license granted in these Terms requires prior written authorization from Strong Perspective Photography and may require an additional licensing fee.

5. Limitations of Use

5.1 The Client may not edit, manipulate, alter, apply filters to, add or remove elements from, or otherwise modify Media provided by Strong Perspective Photography without prior written permission.

5.2 Media may not be sold, transferred, licensed, provided, or otherwise made available for independent use by third parties, including builders, stagers, designers, property owners, other agents, or other businesses, without prior written permission from Strong Perspective Photography.

5.3 Placement of Media within permitted marketing materials does not transfer ownership or copyright in the Media.

6. Scheduling

6.1 Appointments must be scheduled in advance and are subject to availability.

6.2 The Client is responsible for providing accurate appointment, property, access, and service information when scheduling.

7. Cancellation & Rescheduling

7.1 Cancellations or requests to reschedule should be made at least 24 hours before the scheduled appointment.

7.2 Cancellations or rescheduling requests made within 24 hours of the scheduled appointment may result in a fee of up to 50% of the scheduled service cost.

7.3 Same-day cancellations, including cancellations occurring after Strong Perspective Photography has traveled to or arrived at the property, may result in a fee of up to 100% of the scheduled service cost.

7.4 If services have already been performed, in whole or in part, the Client remains responsible for payment for completed services and any applicable fees.

7.5 Weather-related rescheduling, including circumstances affecting exterior photography or drone operations, may be accommodated without penalty at the discretion of Strong Perspective Photography.

8. Property Access & On-Site Requirements

8.1 The Client represents that they have the authority necessary to request the contracted services and authorize Strong Perspective Photography to access and photograph, record, or otherwise capture Media at the property.

8.2 The Client is responsible for ensuring that the property is safe, accessible, and properly prepared for photography, video, and any other scheduled media services at the appointment time.

8.3 Pets must be appropriately secured before services begin.

8.4 Personal, confidential, valuable, or sensitive items should be removed from areas that will be photographed or recorded before the appointment.

8.5 If the property is not ready upon arrival, Strong Perspective Photography may photograph and record the property as-is, delay the service, or arrange for rescheduling. Additional fees may apply.

8.6 Strong Perspective Photography is not responsible for staging, cleaning, organizing, or moving furniture or personal property unless specifically agreed to as part of a contracted service.

9. Turnaround Time

9.1 Approximate turnaround time for listing photos is 24-48 hours following completion of the service.

9.2 Larger or more complex projects, including video tours, virtual tours, and similar services, may require approximately 2-5 days.

9.3 Services that rely on processing, hosting, delivery, or other functionality provided by third-party platforms or service providers may require more than 48 hours to complete or become available.

9.4 All turnaround times are estimates and may vary based on project scope, order volume, weather, technical issues, holidays, third-party service availability or processing times, or other circumstances beyond the reasonable control of Strong Perspective Photography.

10. Payment & Refunds

10.1 Unless otherwise agreed in writing, payment is due upon delivery of completed services or Media.

10.2 The Client is responsible for all charges associated with services ordered and completed, together with applicable taxes and authorized fees.

10.3 Except as expressly provided under the Satisfaction Guarantee or otherwise agreed to in writing, completed services are non-refundable.

10.4 Due to the subjective nature of photography and other creative services, refunds will not be issued solely because of differences in personal preference, artistic interpretation, creative opinion, or style.

10.5 Payment information may be handled by third-party payment platforms and payment processors used by Strong Perspective Photography. Strong Perspective Photography does not independently store complete payment card information.

10.6 The Client may have the option to save a payment method through an applicable third-party platform. Saving a payment method does not, by itself, enroll the Client in automatic payments or authorize future automatic charges.

10.7 If the Client separately enables Auto Pay or another automatic-payment option, the Client authorizes eligible invoices for services they ordered or otherwise authorized to be charged to the payment method selected for automatic payment, subject to the applicable platform settings.

10.8 The Client is responsible for maintaining valid payment information and for amounts due for services ordered or completed. Changing or disabling a saved payment method or Auto Pay does not remove payment obligations already incurred under these Terms.

11. Drone & Aerial Services

11.1 Drone operations are subject to weather conditions, airspace restrictions, FAA requirements, safety considerations, property conditions, and other applicable rules or restrictions.

11.2 Strong Perspective Photography retains sole discretion to determine whether a drone operation can be conducted safely and lawfully.

11.3 If a drone flight cannot be performed because of weather, airspace, legal, regulatory, or safety restrictions, Strong Perspective Photography may reschedule the aerial portion of the service or discuss available alternatives with the Client.

11.4 Certain drone operations may require authorization, permits, approvals, or additional scheduling time.

11.5 Property lines shown in Media are approximate, provided for illustrative purposes only, and are not a survey. The Client is responsible for verifying property boundaries before using the Media for marketing.

12. Property Condition & Liability

12.1 The Client is responsible for ensuring that the property and areas necessary to perform the contracted services are reasonably safe and accessible.

12.2 Strong Perspective Photography is not responsible for injury, loss, or property damage occurring at the property except to the extent directly caused by the negligence or wrongful conduct of Strong Perspective Photography.

12.3 Strong Perspective Photography is not responsible for defects, damage, conditions, personal property, reflections, environmental conditions, or other matters present at the property that appear in the Media.

13. Indemnification

13.1 To the extent permitted by applicable law, the Client agrees to indemnify and hold Strong Perspective Photography harmless from third-party claims, losses, damages, liabilities, or reasonable expenses arising from the Client's unauthorized, unlawful, or improper use of the Media; violation of the license granted under these Terms; or inaccurate, unauthorized, or unlawful information, instructions, materials, or access supplied by the Client.

13.2 Nothing in this section is intended to require the Client to indemnify Strong Perspective Photography for claims arising solely from Strong Perspective Photography's own negligence or wrongful conduct.

14. Media & Material Delivery and Review

14.1 Digital Media and materials are generally delivered electronically through an online link, media-delivery platform, or other digital delivery method.

14.2 Tangible materials, when included in an order, may be delivered or coordinated separately between the parties.

14.3 The Client is responsible for downloading and appropriately maintaining delivered Media that they wish to retain.

14.4 The Client is responsible for reviewing all Media provided by Strong Perspective Photography for accuracy before publishing or distributing it and notifying Strong Perspective Photography of any errors requiring correction.

14.5 Floor plans and measurements, including room dimensions and square footage, generated using camera scanning tools, 360° scans, or third party platforms are approximate and are not guaranteed to be accurate. The Client is responsible for independently verifying measurements or making the appropriate disclosures before relying on or publishing them.

14.6 The Client is responsible for ensuring their branded and unbranded property websites, marketing materials, and agent profile contain accurate, current information and only logos or designations they are authorized to use. Any needed corrections must be made or requested before sharing or publishing.

15. Satisfaction Guarantee

15.1 If delivered Media contains a material error attributable to Strong Perspective Photography, Strong Perspective Photography may, at its discretion, correct, re-edit, or re-shoot the affected Media at no additional charge.

15.2 Differences in personal preference, artistic interpretation, creative style, weather or environmental conditions, or property readiness do not qualify for complimentary re-shoots or re-edits.

15.3 The Client should notify Strong Perspective Photography of any material error within a reasonable period following delivery so that the issue can be reviewed and, when appropriate, corrected.

16. Third-Party Services & Platforms

16.1 Strong Perspective Photography may use third-party platforms or service providers for functions including payment processing, editing services, media hosting and delivery, virtual tours, communications, cloud services, and other business operations.

16.2 Strong Perspective Photography does not control the availability, processing times, functionality, policies, or technical performance of third-party services.

16.3 Temporary delays, interruptions, processing times, or technical issues caused by third-party services may affect delivery or availability of certain Media or services.

17. Circumstances Beyond Reasonable Control

17.1 Strong Perspective Photography will not be responsible for delays or inability to perform services caused by circumstances beyond its reasonable control, including weather or environmental conditions, illness, emergencies, equipment failure, internet or platform outages, power outages, governmental restrictions, airspace restrictions, property-access issues, or similar circumstances.

17.2 When reasonably possible, Strong Perspective Photography will communicate with the Client and attempt to reschedule, complete, or provide an appropriate alternative for affected services.

18. Privacy

18.1 Personal information collected in connection with services will be handled in accordance with the current Strong Perspective Photography, LLC Privacy Policy.

18.2 Third-party platforms used in connection with services may also maintain their own privacy, security, communication, or data-handling practices.

18.3 When providing another person's information, the Client must have permission to share it for the requested services and that person's consent to receive related service emails and texts, including automated notifications, from Strong Perspective Photography, LLC and its service providers.

18.4 By providing an email address or mobile number when requesting or purchasing services, the Client agrees to receive related service communications from Strong Perspective Photography, LLC, including automated emails or texts sent through service providers. These may include appointment confirmations, reminders, order updates, invoices, and media-delivery notices. Communication preferences and opt-out options are explained in the Privacy Policy.

19. Loyalty Programs, Promotions & Special Offers

19.1 Participation in loyalty programs, promotional programs, discounts, or special offers may be subject to separate eligibility requirements, limitations, and program-specific terms.

19.2 Participation in the Listing Loyalty Program, including eligibility, qualifying services, credits, rewards, promotions, redemptions, and other program benefits, is governed by the separate current Listing Loyalty Program Terms & Conditions.

20. Termination

20.1 Either party may terminate an ongoing contractual arrangement if the other party materially breaches an applicable obligation and fails to remedy the breach within a reasonable period after receiving notice.

20.2 Cancellation or termination of a scheduled service by the Client remains subject to the Cancellation & Rescheduling provisions of Section 7.

20.3 Termination does not eliminate payment obligations for services already performed, completed, or otherwise chargeable under these Terms.

21. Sales Tax

21.1 Orders may be subject to applicable sales and use tax as required by law.

21.2 Taxability and applicable tax rates may vary depending on the services or products purchased and applicable sourcing requirements.

22. Governing Law

22.1 These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina.

23. Agreement

23.1 By booking or purchasing services from Strong Perspective Photography, the Client acknowledges that they have read, understood, and agree to these Terms & Conditions.

23.2 If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

24. Changes to These Terms

24.1 Strong Perspective Photography may update these Terms & Conditions from time to time to reflect changes in services, policies, business practices, technology, or applicable requirements, and may make non-material revisions to correct typographical, grammatical, formatting, or other clerical errors or to clarify existing language without materially changing its meaning.

24.2 The Terms & Conditions presented to and accepted by the Client at the time an order is submitted will govern that order. Updated Terms containing material changes will apply to subsequent orders when presented to and accepted by the Client.