**Media Terms of Use**

**Reeltour, LLC**
**Effective Date:** January 1, 2024
**Last Updated:** June 15, 2024

Welcome to Reeltour ("we," "us," or "our"). These Media Terms of Use ("Terms") govern your access to and use of the photography, videography, virtual tours, floor plans, and other media content (collectively, the "Media") we create as part of our real estate media services (the "Services"). By engaging our Services or using the Media, you ("Client," "you," or "your") agree to these Terms. If you do not agree, do not use the Media or our Services.

**1. Ownership and License**

**a. Ownership**

We retain full ownership and copyright of all Media we create, unless otherwise specified in a separate written agreement (e.g., a work-for-hire contract).

**b. License Grant**

Upon full payment for the Services, we grant you a non-exclusive, non-transferable, revocable license to use the Media for the following purposes:

* Marketing and promoting the specific property depicted in the Media (e.g., listings on MLS, real estate websites, social media, brochures).
* Personal or professional use related to the sale, rental, or promotion of that property.
This license is limited to the specific property and project for which the Media was created.

**c. Restrictions**

You may not:

* Sell, sublicense, or distribute the Media to third parties (except as part of property marketing).
* Use the Media for unrelated properties, projects, or commercial purposes without our prior written consent.
* Alter, edit, or create derivative works from the Media without our permission (e.g., cropping is allowed, but removing our watermark or branding is prohibited).
* Use the Media in a way that violates laws, infringes on third-party rights, or misrepresents the property.

**2. Delivery and Acceptance**

* **Delivery:** We will deliver the Media to you (via email, cloud link, client portal) within 24-48 hours of completing the shoot, barring unforeseen delays. If specific add-ons are requested, please allow up to 60 hours for delivery.
* **Acceptance:** You must review the Media within 3 business days of delivery and notify us of any issues (e.g., quality concerns). If no objections are raised, the Media is deemed accepted.

**3. Usage by Third Parties**

* You may share the Media with third parties (e.g., real estate agents, MLS platforms, or marketing vendors) solely for promoting the specific property, provided they comply with these Terms.
* You are responsible for ensuring third parties do not misuse the Media beyond the scope of this license.

**4. Attribution and Branding**

* We may include subtle watermarks, logos, or branding on the Media. You agree not to remove or obscure these unless granted explicit permission.
* If you publicly display the Media (e.g., on social media), we encourage (but do not require) attribution to Reeltour.

**5. Termination of License**

We may revoke your license to use the Media if:

* You fail to pay for the Services in full.
* You breach these Terms.
* The property is sold, rented, or otherwise no longer requires active marketing, unless extended use is agreed upon.
Upon revocation, you must cease using the Media and delete all copies in your possession.

**6. Fees and Payment**

* Fees for the Services are outlined in your service agreement or quote. Full payment is due upon delivery, unless otherwise agreed.
* Late payments may incur [e.g., a 1.5% monthly fee] and result in suspension of your license until paid.

**7. Warranties and Disclaimers**

* **Our Warranty:** We warrant that the Media will be of professional quality and created with reasonable care.
* **Your Warranty:** You warrant that you have the right to authorize us to photograph or record the property and that the Media will not infringe on any third-party rights (e.g., privacy, intellectual property).
* **Disclaimer:** The Media is provided "as is." We do not guarantee specific outcomes (e.g., property sales) from its use.

**8. Liability**

* Our liability for any claim arising from the Media or Services is limited to the amount you paid for the specific project.
* We are not liable for indirect, incidental, or consequential damages (e.g., lost profits) or misuse of the Media by you or third parties.

**9. Intellectual Property Protection**

* We may take steps to protect our intellectual property, including issuing takedown notices for unauthorized use of the Media.
* If you become aware of misuse by a third party, please notify us promptly at jordan@reeltour.us

**10. Governing Law**

These Terms are governed by the laws of Pennsylvania/United States of America without regard to conflict of law principles. Any disputes will be resolved in the courts of Blair/Centre County.

**11. Changes to These Terms**

We may update these Terms periodically. The "Last Updated" date will reflect changes. Continued use of the Media after updates signifies your acceptance of the revised Terms.

**12. Contact Us**

For questions about these Terms or the Media, contact us at:

* **Email:** jordan@reeltour.us
* **Phone:** (540) 327-5490