

## 1. INTRODUCTION & LEGAL FRAMEWORK

### 1.1 AGREEMENT TO LEGAL TERMS

We are Realty Photos Tampa Bay LLC, doing business as Realty Photos Tampa Bay ("Company," "we," "us," or "our"), a company registered in the United States. We operate the website [realtyphotostampabay.com](https://realtyphotostampabay.com) (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by email at [info@realtyphotostampabay.com](mailto:info@realtyphotostampabay.com).

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Realty Photos Tampa Bay LLC, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. If you do not agree with all of these Legal Terms, then you are expressly prohibited from using the Services and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

### 1.2 DEFINITIONS

- **"Brokerage"** refers to the real estate brokerage firm or agent commissioning photographic work.
- **"Photographer"** refers to the individual or business entity providing photography services, including but not limited to taking, editing, and delivering real estate-related Images.
- **"Client"** refers to the person or entity entering into an agreement with the Photographer or Company, which may be the Brokerage or a representative thereof.
- **"Images"** refers to photographs, visual renderings, or other media assets created for the purpose of real estate marketing and delivered as part of the Services.
- **"Services"** refers to all offerings provided by the Company, including photography, editing, delivery, hosting, invoicing, and related operations.

- **"Site"** refers to the Company's primary website ([realtyphotostampabay.com](http://realtyphotostampabay.com)), as well as any affiliated web platforms or portals used in providing Services.
- **"Order"** refers to the confirmed request for Services initiated by a Client through the Site or other authorized means.
- **"Pay at Closing"** refers to an optional deferred payment arrangement as outlined in Section 4.
- **"Terms" or "Legal Terms"** refers to this Terms and Conditions document in its entirety.

### 1.3 CONTACT INFORMATION

Please direct any inquiries regarding these Terms and Conditions to [info@realtyphotostampabay.com](mailto:info@realtyphotostampabay.com).

### 1.4 ELIGIBILITY AND AGE REQUIREMENTS

You affirm that you are at least 18 years of age or the age of majority in your jurisdiction, and legally capable of entering into binding contracts.

### 1.5 MODIFICATIONS TO THESE TERMS

These Terms may be amended at our discretion. Notice of any changes will be provided by revising the "Last Updated" date at the top of this page. There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

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## 2. USE OF SERVICES AND PLATFORM

### 2.1 OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### 2.2 INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

Subject to your compliance with these Legal Terms, including the “Prohibited Activities” section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: [info@realtyphotostampabay.com](mailto:info@realtyphotostampabay.com). If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

## **2.3 USER REPRESENTATIONS**

By using the Services, you represent and warrant that:

1. All registration information you submit will be true, accurate, current, and complete;
2. You will maintain the accuracy of such information and promptly update such registration information as necessary;
3. You have the legal capacity and you agree to comply with these Legal Terms;
4. You are not a minor in the jurisdiction in which you reside;
5. You will not access the Services through automated or non-human means, whether through a bot, script or otherwise;
6. You will not use the Services for any illegal or unauthorized purpose; and
7. Your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## **2.4 USER REGISTRATION**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **2.5 PRODUCTS AND DIGITAL CONTENT**

### **3. LICENSING & OWNERSHIP OF PHOTOGRAPHY (NAR-BASED)**

#### **3.1 EXCLUSIVE LICENSE TERMS (BASED ON NAR EXCLUSIVE LICENSE AGREEMENT)**

This section represents the default agreement under which all photography services are provided unless otherwise agreed upon in writing before placing an order. Upon request, Brokerage may ask to use a different agreement type—such as those outlined in Sections 3.2 and 3.3—instead of the default exclusive license. Such a change must be requested prior to purchase.

Brokerage may engage Photographer to photograph, visually record, or otherwise create graphics or other images (collectively, "Images") of real properties. When such work is performed under an exclusive license arrangement, the following terms apply:

1. Brokerage agrees to pay Photographer in consideration of the services rendered and exclusive license granted below the one-time total amount agreed upon.
2. License Grant:
  - a. Photographer hereby grants to Brokerage an exclusive worldwide royalty-free license in perpetuity to reproduce, distribute, display, prepare derivative works of, modify and publicly perform the Images in connection with the real estate industry, including without limitation such uses of the Images in connection with advertising real property, to modify any metadata as necessary, and to authorize and sublicense such rights to third parties at Brokerage's discretion.
  - b. This exclusive license grant shall include the right to sue for copyright infringement, including without limitation past infringement. To that end, Photographer agrees to assist Brokerage in preparing and filing any copyright applications that cover the Images, including providing any information necessary to prepare such applications.
3. Brokerage acknowledges that Photographer retains title and ownership of the Images.
4. Photographer hereby represents and warrants that it owns all right, title and interest in and to the Images, no third party has any rights in, to, or arising out of the Images, and Photographer has full right and power to grant the license set forth above. Brokerage is under no obligation to credit Photographer or any other third party as the author or owner of the Images.
5. Photographer understands and agrees that it is an independent contractor of Brokerage and nothing herein shall be construed to create a partnership, or joint venture, between Photographer and Brokerage.
6. The validity, construction and enforceability of these terms shall be governed in all respects by the laws of the applicable State. These terms constitute the entire agreement under this exclusive license arrangement and supersede all prior agreements. These terms may not be amended except in writing agreed to by both parties. The failure of either party to enforce its rights at any time for any period shall not be construed as a waiver of such rights.

#### **3.2 ASSIGNMENT TERMS (BASED ON NAR ASSIGNMENT AGREEMENT)**

Brokerage may engage Photographer to photograph, visually record, or otherwise create graphics or other images (collectively, "Images") of real properties. When such work is performed under an assignment arrangement, the following terms apply:

1. Brokerage agrees to pay Photographer in consideration of all services rendered by Photographer and the assignment of the Images as set forth below the total amount agreed upon.
2. Photographer hereby irrevocably assigns and transfers to Brokerage all of Photographer's worldwide right, title and interest, including without limitation all copyrights, whether now existing or hereafter acquired, in and to all Images. Photographer agrees to cooperate and take all action reasonably requested by Brokerage, including executing and delivering to Brokerage all documents, or providing information pertaining to the Images, in connection with the assignment of Photographer's rights to Brokerage. Specifically, but without limitation, Photographer agrees to assist in filing copyright applications in the United States or elsewhere if necessary.
3. Photographer represents and warrants to Brokerage that it owns all right, title and interest in and to the Images, including copyright, is capable of assigning said rights in the Images as set forth herein, and has full right and power to enter into this arrangement.
4. Photographer acknowledges and understands that it is in no way permitted to use the Images in any manner whatsoever, and no other royalty or other consideration will be due to Photographer. Brokerage is under no obligation to credit Photographer or any other third party as the author of the Images.
5. Photographer understands and agrees that it is an independent contractor of Brokerage and nothing herein shall be construed to create a partnership, or joint venture, between Photographer and Brokerage.
6. The validity, construction and enforceability of these terms shall be governed in all respects by the laws of the applicable State. These terms constitute the entire agreement under this assignment arrangement and supersede all prior agreements. These terms may not be amended except in writing agreed to by both parties. The failure of either party to enforce its rights at any time for any period shall not be construed as a waiver of such rights.

This agreement type is not the default and will only apply if the Brokerage specifically requests it in writing prior to placing an order.

### **3.3 WORK MADE FOR HIRE TERMS (BASED ON NAR WORK MADE FOR HIRE)**

Brokerage may commission Photographer to photograph, visually record, or otherwise create graphics or other images (collectively, "Images") of real properties. When such work is performed under a work made for hire arrangement, the following terms apply:

1. Brokerage agrees to pay Photographer in consideration of all services rendered by Photographer and the creation of the Images as set forth below the total amount agreed upon.
2. Photographer acknowledges and agrees that all Images are proprietary works of Brokerage. To the extent permitted under applicable law, all Images shall be considered a Work Made for Hire (as such term is defined under the Copyright Act, 17 U.S.C. §101 and following, as amended) by Photographer for Brokerage, and as such, shall be exclusively developed for the benefit of and owned by Brokerage. Brokerage shall exclusively own all worldwide right, title and interest in and to the Images, including without limitation copyrights.
3. To the extent that it should be determined that any of the Images do not qualify as a Work Made for Hire under U.S. law, Photographer hereby irrevocably assigns and transfers to Brokerage all of Photographer's worldwide right, title and interest, including without limitation all copyrights, whether now existing or hereafter acquired, in and to all Images. Photographer agrees to cooperate and take all

action reasonably requested by Brokerage, including executing and delivering to Brokerage all documents, or providing information pertaining to the Images, in connection with the assignment of Photographer's rights to Brokerage. Specifically, but without limitation, Photographer agrees to assist in filing copyright applications in the United States or elsewhere if necessary.

4. Photographer hereby represents and warrants that no third party has any rights in, to, or arising out of the Images, and Photographer has full right and power to enter into this arrangement.
5. Photographer acknowledges and understands that it is in no way permitted to use the Images in any manner whatsoever, and no other royalty or other consideration will be due to Photographer. Brokerage is under no obligation to credit Photographer or any other third party as author of the Images.
6. Photographer understands and agrees that it is an independent contractor of Brokerage and nothing herein shall be construed to create a partnership, or joint venture, between Photographer and Brokerage.
7. The validity, construction and enforceability of these terms shall be governed in all respects by the laws of the applicable State. These terms constitute the entire agreement under this work made for hire arrangement and supersede all prior agreements. These terms may not be amended except in writing agreed to by both parties. The failure of either party to enforce its rights at any time for any period shall not be construed as a waiver of such rights.

This agreement type is not the default and will only apply if the Brokerage specifically requests it in writing prior to placing an order.

### **3.4 FOOTNOTES REGARDING NAR AGREEMENTS**

1. For administrative and operational purposes, the agent representing the Brokerage may act as the primary point of contact for coordinating compliance with these terms and conditions. The agent may personally oversee such compliance or appoint another individual to do so.
2. In limited cases, the contracting party may be an individual real estate agent acting independently rather than on behalf of a brokerage. In such instances, references to "Brokerage" shall be interpreted to refer to the contracting agent.
3. Use of the Images prior to payment is permitted solely under the Pay at Closing option and is subject to a conditional license. Full transfer, assignment, or license of rights is contingent upon payment. If payment is not received as agreed, any license under Section 3.1 may be revoked, any assignment under Section 3.2 shall be void, and any work made for hire designation under Section 3.3 shall not apply. In such cases, all rights remain with the Photographer, and continued use constitutes unauthorized use.

### **3.5 PERMITTED AND PROHIBITED USES OF IMAGES**

Clients may use delivered images exclusively for purposes relating to the listing and sale of the depicted property, including MLS listings, syndication platforms, print marketing, email campaigns, and social media promotion.

Prohibited uses include, but are not limited to:

- Use of images for properties other than the one depicted;
- Resale, relicensing, or redistribution of the images;
- Use in any manner that infringes on the Photographer's copyright where no assignment or work made for hire agreement has been executed;
- Use after expiration of the licensing term (where applicable).

## 3.6 CREDIT, METADATA, AND ATTRIBUTION

Clients are not required to provide attribution for use of images. However, where attribution is voluntarily given, credit should be directed to the Photographer's business name.

Modification or removal of metadata embedded in the images is prohibited unless otherwise specified in the licensing terms or required by MLS standards. Clients may not obscure, crop out, or alter embedded watermarks unless explicitly permitted in writing.

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## 4. TRANSACTIONS & LEGAL RESPONSIBILITIES

### 4.1 AUTHORIZATION TO ENGAGE SERVICES

By placing an order, you represent and warrant that you have the full legal authority to engage our services, authorize payment on behalf of the property owner or listing brokerage (as applicable), and agree to the terms of payment set forth herein. You further confirm that you have obtained any necessary approvals from your supervising broker or managing entity to use our services and, if applicable, to defer payment under the Pay at Closing option.

In the event such authority is later disputed or revoked, you agree to remain personally responsible for full payment of any services rendered.

### 4.2 PURCHASES AND PAYMENT TERMS

#### **Pay Now**

For standard transactions, payment is due at the time of booking unless otherwise agreed in writing. Clients who choose to pay at the time of booking may receive discounts to the standard service rates. This discounted rate is available at the time of booking and is not guaranteed for retroactive application. Accepted forms of payment include major credit cards, debit cards, and other electronic payment methods offered through the website. Late payments may be subject to additional fees.

#### **Pay at Closing**

Clients may choose a Pay at Closing option for added convenience. When selected, the full standard service rate at the time of booking will apply, and is due the earlier of: (1) fourteen (14) calendar days after the closing of the property associated with the services rendered, or (2) one hundred eighty (180) calendar days from the original booking date. We may, at our discretion, issue an invoice or charge the original order using the payment method on file. You authorize us to process payment accordingly upon the applicable due date, including at the time of property closing, without the need for further approval.

No interest, setup fees, finance charges, or late fees are applied to Pay at Closing transactions. Pricing reflects the total cost of service based on the payment timing selected. The Pay at Closing option is offered solely as a billing convenience and does not constitute a credit arrangement.

#### **General Payment Terms**

All invoices are due according to the terms specified in your order confirmation or invoice. You are responsible for maintaining accurate and up-to-date billing and account information, including payment method, email

address, and contact details. We may use third-party providers for order processing and payment, and we disclaim liability for any errors or omissions on their part. Sales tax will be added to the price of purchases as deemed required by us. All payments must be made in U.S. dollars, and prices may change at any time without prior notice.

By placing an order, you authorize us to charge your selected payment method for the total amount due, including applicable taxes and shipping fees. If your order includes recurring charges, you consent to automatic billing until cancellation. We reserve the right to correct any pricing errors, even after payment has been processed.

You agree not to initiate a chargeback or payment dispute without first making a good faith effort to resolve the matter directly with us. Unjustified chargebacks or failure to submit payment as agreed may result in suspension of services, referral to a third-party collections agency, contact with your supervising broker, and/or legal action. You agree to be responsible for any resulting collection costs, attorney's fees, or additional fees incurred.

### **Affiliate Program Integrity**

Our affiliate and referral programs are intended to reward participants for bringing new clients to our services. Any attempt to exploit these programs, including but not limited to coordinated self-referrals, reciprocal referrals between known associates (e.g., agents referring each other for mutual benefit), or other behaviors that undermine the spirit of the program, is strictly prohibited.

We reserve the right to withhold or revoke commission payments, remove participants from the program, and/or cancel associated orders if we determine, at our sole discretion, that abuse or manipulation has occurred.

## **4.3 THIRD-PARTY PAYMENT PROCESSING AND ORDER FULFILLMENT**

We may use third-party service providers to facilitate payment processing and order fulfillment. By submitting your payment information, you grant us the right to provide this information to third parties, subject to our Privacy Policy.

We currently use the following trusted third-party service providers for payment and order processing:

- **SureCart** – for secure checkout, invoicing, and subscription management
- **Stripe** – for encrypted payment processing of credit and debit cards

These providers are independently operated and subject to their own terms and privacy policies. By using our Services, you acknowledge that your transaction data may be processed by these third parties. We do not store full credit card details on our servers.

The list of third-party providers is subject to change at any time without notice. While we only use reputable services, we disclaim any liability for their acts, omissions, or system security.

## **4.4 REFUNDS, CANCELLATIONS, AND RESHOOTS**

All sales are final. Refunds will only be issued at our sole discretion or where required by law.



Clients may request to cancel or reschedule a booking with at least 24 hours' notice. Cancellations made within 24 hours of the scheduled time may be subject to a cancellation fee. In cases where services have already been performed, no refunds will be issued.

Please review all Images upon receipt. If there are issues with the Images due to technical errors or equipment malfunctions, please notify us within three (3) days of receipt and we will replace the Images at no additional charge.

If there is an artistic difference or you request a reshoot for any other reason, we charge a reshoot fee equal to fifty percent (50%) of the original photography session fee. Reshoots are not available unless the original order has been paid in full. If you selected the Pay at Closing option, you must first pay the full balance of the original order before a reshoot can be scheduled. Once the original payment is complete, a reshoot may be arranged at an additional fee equal to 50% of the original photography session price.

#### **4.5 LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, in no event shall we be liable to you or any third party for any lost profits, lost revenue, loss of data, or other indirect, consequential, exemplary, incidental, special, or punitive damages arising from your use of the Services, even if we have been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action will at all times be limited to the lesser of: (1) the amount paid by you to us in the six (6) months prior to the cause of action; or (2) \$500.00 USD.

#### **4.6 MARKETING RESULTS DISCLAIMER**

While professional photography is a proven tool in real estate marketing, Realty Photos Tampa Bay makes no guarantee regarding the speed of sale, final sale price, number of showings, or buyer interest. Marketing results are influenced by many factors outside our control, including market conditions, agent decisions, listing price, staging, and buyer demand. Any statements made by us or our representatives regarding performance should be interpreted as general observations, not guarantees.

#### **4.7 INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services.

#### **4.8 GOVERNING LAW**

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

#### **4.9 DISPUTE RESOLUTION & NON-DISPARAGEMENT**

If the Parties are unable to resolve a dispute through informal negotiations, the dispute will be finally and exclusively resolved in a court of competent jurisdiction within the United States. Each party agrees to submit to the personal jurisdiction of such courts and waives all defenses of lack of personal jurisdiction and forum non conveniens. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

Additionally, you agree not to make or encourage any public statements, reviews, or communications intended to knowingly harm the reputation of Realty Photos Tampa Bay, including false or malicious claims. This provision does not prohibit you from sharing honest feedback based on your actual experience or expressing opinions made in good faith. It is intended solely to prevent defamatory or bad-faith conduct.

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## **5. USER BEHAVIOR & CONTENT**

### **5.1 PROHIBITED ACTIVITIES**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

## 5.2 USER-GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality. It may also provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- Your Contributions do not violate any applicable law concerning child pornography or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

### **5.3 CONTRIBUTION LICENSES**

You and Services agree that we may access, store, process, and use any information and personal data that you provide and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

### **5.4 REVIEWS AND PUBLIC SUBMISSIONS**

We may provide areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- You should have firsthand experience with the person/entity being reviewed;
- Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- You should not be affiliated with competitors if posting negative reviews;
- You should not make any conclusions as to the legality of conduct;
- You may not post any false or misleading statements.

We may accept, reject, or remove reviews at our sole discretion.

### **5.5 THIRD-PARTY WEBSITES AND CONTENT**

The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **5.6 SITE AND SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to:

- monitor the Services for violations of these Legal Terms;
- take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities;
- in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **5.7 DISCLAIMER**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY

AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

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## **6. PRIVACY, COMMUNICATION, AND COMPLIANCE**

### **6.1 USER DATA AND ACCOUNT INFORMATION**

We care about data privacy and security. Please review our Privacy Policy located at <https://www.realtyphotostampabay.com/privacy>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. If you access the Services from any region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

### **6.2 ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

### **6.3 SMS TEXT MESSAGING CONSENT**

By providing your phone number, you consent to receive SMS text messages from us. Message and data rates may apply. Message frequency may vary. You may opt out of receiving messages at any time by replying STOP. We are not liable for delayed or undelivered messages.

### **6.4 CALIFORNIA USERS AND RESIDENTS (CCPA RIGHTS)**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **6.5 MISCELLANEOUS PROVISIONS**

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions.