

## TERMS OF SERVICE 2023

Effective Date: January 1, 2020 (revised 6-14-23)

These Terms of Service ("Terms") govern the use of services provided by our company ("FPM" or "Front Porch Media"). By using our services, you agree to comply with these Terms. Please read them carefully.

1. **Copyright Assignment:** FPM hereby retains full copyright of photographs taken by FPM or a representative/photographer of FPM to FPM (and its related representatives and assigns), along with the right of reproduction, either wholly or in part, as per state copyright law.
2. **Right to Use and Publish:** CLIENT grants FPM the permission to use and publish the above-mentioned photographs, either separately or together, wholly or in part, for editorial trade, product advertising, and other business purposes in any manner and/or medium.
3. **Transportation Fee:** FPM reserves the right to add a reasonable transportation fee to any and all shoots at any time. This will be linked to the amount of driving that will be required of the photographer.
4. **Product Guarantee:** FPM guarantees CLIENT a professionally produced product. If the product created is not acceptable based on reasonable standards, FPM will refund client fees in whole or in part, depending on the portion of the project that CLIENT is not satisfied with. The amount of the refund is at the discretion of FPM and its representatives. If fees have been refunded, CLIENT will not be eligible to receive or use any part of the photographs or recordings.
5. **Editing and Refinement:** If the product is unacceptable to CLIENT from an editing standpoint, FPM will re-edit the footage a second time based on written notes provided by the client. If this second edit is also unacceptable, FPM will charge an hourly fee to continue refining the media.
6. **Dispute Resolution:** In the event of a legal dispute arising from the business conduct or representative's actions while contracted by FPM, CLIENT agrees to a privately mediated settlement.
7. **Property Preparation:** CLIENT will provide a "show ready" property at the arranged time for recording. FPM will not be responsible for preparing the subject property for recording. If the recording of the property is deemed unacceptable based on the condition of the property or its contents, FPM will charge a minimum of \$75 to re-record the property, plus any travel expenses.
8. **Weather Disclaimer:** FPM is not responsible for any weather-related detrimental effects on the recording.

9. Liability Insurance: FPM agrees to maintain a reasonable amount of liability insurance to protect the contents of the subject property from damage caused by any FPM representative.

10. Website Hosting: FPM agrees to maintain a clean and functioning website for hosting CLIENT's photos and/or videos for a consecutive period of one year. After that, if CLIENT wishes to continue hosting their media, CLIENT agrees to pay an annual fee of \$99, charged in advance on a yearly basis. FPM will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies.

11. Hyperlink Usage: CLIENT is granted a limited, nonexclusive right to create a "hyperlink" to FPM's website, provided there are no implicit or explicit derogatory or defamatory insinuations.

12. Force Majeure: Neither FPM nor its independent contractors are responsible for damages, delays, or failures in performance resulting from acts or occurrences beyond reasonable control, such as acts of God, weather conditions, or other uncontrollable circumstances that prohibit services from being rendered as promised (e.g., hurricanes, tornadoes, earthquakes, acts of terrorism, etc.).

13. Governing Law: No other terms or conditions apply unless specified in writing.

14. As a condition of FPM's website Services, CLIENT agrees not to use such services for any purpose that is unlawful or prohibited by these terms and conditions and agrees to comply with any applicable local, state, federal, and international laws, government rules, or requirements.

15. FPM may immediately terminate any account that it believes, in its sole discretion, is connected with any spam or other unsolicited bulk marketing, as well as any accounts potentially created by other photography companies for any purpose other than becoming a client of FPM.

16. FPM reserves the right to cancel a project or stop doing business with CLIENT for any reason and without warning. FPM agrees to fully refund CLIENT any monies paid to FPM for any services that have not yet been provided, starting from the date that these Terms of Services were last accepted by CLIENT.

17. PAYMENTS: Payment is due by CLIENT to activate the project and secure a date and time for a photographer contracted by FPM to come and shoot your listing. If payment is not made, CLIENT understands that their project will still be considered "Pending," and no date and time will be secured. Any other agent will have the ability to schedule a shoot during the date and time that CLIENT is requesting.

18. CANCELLATION & REFUND POLICY: This condition supersedes any before it regarding cancellation and/or refunds.

a. CLIENT agrees that if a project has to be canceled, CLIENT will do so a minimum of 2 hours prior to the scheduled shoot time; otherwise, FPM reserves the right not to refund CLIENT

b. If CLIENT overpays or cancels the photoshoot, CLIENT agrees to choose one of the following options:

i. FPM credits CLIENT 100% of the project paid balance.

ii. FPM refunds CLIENT the paid balance AFTER payment preprocessing fees are subtracted.

#### ONLINE PRIVACY POLICY AGREEMENT

Front Porch Media (FPM) is committed to keeping any and all personal information collected from individuals who visit our website and use our online facilities and services accurate, confidential, secure, and private. Our privacy policy has been designed and created to ensure that those affiliated with FPM are aware of our commitment and realization of our obligation not only to meet but to exceed most existing privacy standards.

THEREFORE, this Privacy Policy Agreement shall apply to FPM and govern any and all data collection and usage thereof. By using [client.frontporchmedia.photography](http://client.frontporchmedia.photography), you are hereby consenting to the following data procedures expressed within this agreement.

#### Collection of Information

This website collects various types of information, such as:

- Voluntarily provided information, which may include your name, address, email address, billing and/or credit card information, etc., used when you purchase products and/or services and to deliver the services you have requested.

Please rest assured that this site shall only collect personal information that you knowingly and willingly provide by way of surveys, completed membership forms, and emails. It is the intent of this site to use personal information only for the purpose for which it was requested and any additional uses specifically provided on this site.

It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent to better understand the way in which other websites garner, make use of, and share information collected.

#### Use of Information Collected

Front Porch Media may collect and make use of personal information to assist in the operation of our website and to ensure the delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and/or services that may be available to you from [client.frontporchmedia.photography](http://client.frontporchmedia.photography)

#### **USE OF Artificial Intelligence Update 2023**

FPM Reserves the right to use any form of technology, including, but not limited to Artificial Intelligence. This might include certain media, such as, Copywriting, which can be generated through websites such as chat.open.at, and the like. FPM is not required to produce original content to CLIENT, as long as FPM has permission to use said technology from it's manufacturer. Said permission is normally located in the technology's TOS page.

#### **SECURITY**

**Front Porch Media is committed to maintaining the security of users' personal information and takes several precautions to ensure its protection. This includes implementing physical, procedural, and technical security measures within their offices and information storage facilities. These measures are in place to prevent any loss, misuse, unauthorized access, disclosure, or modification of users' personal information under their control.**

**The company also uses Secure Socket Layer (SSL) for authentication and private communications to provide a secure environment for transmitting sensitive data such as credit card and personal information.**

### **Changes to Privacy Policy Agreement**

**Front Porch Media reserves the right to update and modify its privacy policy. Any changes will be posted on the company's website homepage at [client.frontporchmedia.photography](http://client.frontporchmedia.photography) to keep users informed about the types of information collected, its use, and under what circumstances it may be disclosed. In the event that Front Porch Media decides to use the collected information in a manner significantly different from what was stated at the time of collection, users will be promptly notified via email and given the option to permit or deny the use of their information in the new manner.**

### **Acceptance of Terms**

**By using Front Porch Media's website, users are accepting the terms and conditions outlined in the Privacy Policy Agreement. If users do not agree with these terms and conditions, they should refrain from using the website. Continued use of the website following any updates or changes to the terms and conditions indicates acceptance of the modified agreement.**

### **How to Contact Front Porch Media**

**If you have any questions, concerns, or inquiries regarding the Privacy Policy Agreement or any other related matter, you can reach out to Front Porch Media using the following contact information:**

**Email: [info@fpmphotography.com](mailto:info@fpmphotography.com)**

**Telephone: (760) 828-5067**

**Thank you for reviewing the Privacy Policy Agreement. Front Porch Media is committed to protecting your privacy and providing a secure online experience. If you have any further questions or require assistance, please don't hesitate to reach out.**