

NFLIGHT PHOTOGRAPHY TERMS & CONDITIONS

Last updated October 28, 2019

By paying for and downloading photos, you agree to the below licensing information.

Terms and Conditions

By booking an appointment, you are paying for appropriate licensing to utilize the photos to market your business and your business only. The photos may not be given or sold to a third party such as another realtor, broker, designer, contractor, material manufacturer (tile/flooring/countertop/painting company), etc. If a third party contacts you about using the photos, please have them contact us. They may license the photos from us for their usage, only after we receive explicit permission from you that you don't mind that the transaction takes place.

Definitions Of Terms

By placing an order through this website, you (sometimes referred to herein as "Client") are agreeing to commission El Leon Enterprises, Inc. DBA nFlight Photography (sometimes referred to herein as "NFP") to create and deliver photography services and images to you and you are agreeing to be bound by the following terms and conditions ("Terms of Service"). The services offered by NFP under the Terms of Service include various photography services ("Services") and images, which means all viewable renditions furnished by NFP hereunder, whether captured or stored in photographic magnetic, optical, or any other \medium whatsoever.

Personal information / privacy policy

It is strongly recommended that you remember to logout of your account after each session online, if you use a public computer/laptop. We only store the information, which you have typed and submitted in the signup ordering process. We do not store any other private or sensitive information.

Payment

All prices are in USD. Prices are subject to change without notice. Full payment must be received prior to NFP releasing media, which includes photographs, video, property flies, and postcards. All orders/bookings are made through nflightphotography.com. NFP reserves the right to change or cancel an order as a result of printing errors, technical problems, delivery issues, force majeure or similar. In case legal action is required to collect unpaid balances, you agree to compensate NFP for all expenses related to claim unpaid sums, which includes lawyer's fees and other legal expenditures.

Changing or cancelling a booking

Changes or cancellations to a booking must occur no later than 24 hours before the photoshoot. If a booking is changed or cancelled after this deadline, an administration fee of \$25 is charged. NFP may at any time change or cancel a booking if weather conditions are deemed unfit. Arrangements for a new booking (at no cost to you) can be made. The Realtor/Homeowner must provide access to the property. The Realtor/Homeowner can be present during the photoshoot. If the Realtor/Homeowner is late or does not show up to provide access to the property, NFP will consider waiting time of more than 30 minutes as a no show, and a rescheduling fee of \$99 will be applied to the order.

Inclement Weather

In case of heavy rain, wind or storm, the photoshoot can be scheduled for another time, free of charge.

Preparation for Photoshoot

Customers must ensure that a property is in a clean and tidy condition. Photographers will not be responsible for moving items, cleaning or tidying up a property or rooms. If a property is not in acceptable condition for photography, the Realtor/Home Owner will be informed, and a new photoshoot appointment will be offered resulting in a rescheduling fee of \$99.

Right of Cancellation & Complaints

NFP services are non-refundable. If you are dissatisfied with the results, we will work with you to meet your expectations. Complaints must be filed within four (4) working days after a photoshoot is delivered. If no such complaint has been made within this time frame, the photoshoot is considered fulfilled and approved.

Turn Around Time

Images and other products are usually delivered within two (2) business days or less following a completed photoshoot Monday-Friday. If the photoshoot takes place on a Friday, your images and/or products will be delivered the following Monday. NFP is closed Saturdays, Sundays and standard holidays.

Delays

NFP does not accept any responsibility for delay in bookings as a result of extreme weather conditions, uncommon traffic or transportation conditions, power failure, system failure, system hacking, force majeure or other unanticipated events.

Image Type and Storage

- Images will be delivered via a cloud-based photo delivery platform Full Frame.
- NFP will not deliver raw files. Raw images are the first step of a multi-step creation process and remain the sole property of NFP. NFP uses advanced retouching methods far beyond a single capture image often blending multiple raw files with many layered photoshop elements to achieve the final image which will be delivered to you.
- NFP makes no claim and accepts no responsibility regarding the quality, nature or reliability of the Full Frame platform. You are responsible for viewing and abiding by their privacy statements and terms of use.
- Currently nFlight Photography via Full Frame maintains images free of charge for one year. However, if NFP or Full Frame changes its terms or either NFP or Full Frame goes out of business, then NFP will make images available for 60 days, after which the images will be taken down.

Copyright

- We retain ownership and copyright of all images and video
- The images and video may not be given to any third party
- Purchasing the photos gives you the ability to market the property via photos on social media, Realtor.com, MLS, etc.
- You may not re-license or sell ownership of the images
- NFP may use all images for its own promotional and marketing purposes including social media

Disputes

Customer may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and inures to the benefit of NFP. Customer, Customer's principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any term is binding unless set forth in writing and signed by all parties.

The parties agree to use their best efforts to resolve any dispute between them related to the obligations set forth in these terms by good-faith negotiation and mutual agreement. However, in the event that the parties are unable to resolve any dispute any unresolved disputes shall, at NFP's option, be finally settled in accordance with an arbitration proceeding. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). The arbitration panel shall consist of one arbitrator. The members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an arbitrator has not been selected within five (5) business days thereafter, then an arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing rules. In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances. Any action or proceeding subsequent to any award rendered by the arbitrator, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration was conducted, and Florida law shall apply in any such subsequent action or proceedings. Alternatively, NFP may, in its sole option seek relief through the state or federal courts located in Tallahassee, Florida.

General Conditions

These Terms of Service shall be governed by and interpreted in accordance with the laws of the state of Florida, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the state of Florida or federal courts located in Tallahassee, Florida with respect to any dispute or claim arising out of or in connection with the Terms of Service.

You may not use the NFP website for any illegal or unauthorized purpose nor may you, in the use of the website. You will comply with all applicable laws, rules and regulations in your use of the NFP website. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the website.

You understand that personal identification information, which may include your name, business name, contact information and other information you may provide to NFP (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Limitation of Liability

You expressly understand and agree that NFP shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the NFP services or any purchased images.

In no event shall NFP be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our images, video, and/or services or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our subsidiaries, affiliates, partners, officers, directors, agents, employees, and contractors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service, your violation of any law or the rights of a third party or your use of any images purchased from NFP.

Your use of the website and placement of an order is at your sole risk. Except for the limited warranties set forth herein, services and images are provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.

NFP does not warrant the results that may or may not be obtained from the use of any images and does not warrant that the quality of any images, services, information, or other materials purchased or obtained by you from NFP will meet your expectations.

No Other Warranties

THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NFP NOR ANY OF ITS PERSONNEL MAKES ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES OR IMAGES CONTEMPLATED HEREUNDER. ALL IMPLIED WARRANTIES AS TO PERFORMANCE, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. NEITHER NFP NOR ITS PERSONNEL WARRANT THAT THE PROCESSED IMAGES WILL BE ERROR-FREE.

Indemnification

Customer shall indemnify, defend and hold NFP and its officers, directors, shareholders, agents, employees, subcontractors, licensors and affiliates and their officers, directors, shareholders, agents and employees harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising directly or indirectly out of or relating to:

- Customer's breach or alleged breach of these Terms of Service;
- Customer's property, except to the extent due to acts or omissions of NFP or
- Claims that the Customer property or any images produced of such property, or any portion thereof infringes, misappropriates, or violates any third party's copyright, trade secret, trademark or other proprietary or privacy right or other law.

Questions?

Questions about licensing and usage? Shoot us a note!

NFP reserves the right to update and change the Terms of Service by posting updates and changes to the NFP website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.