



EstateMedia.io Terms and Conditions

1. Definition

1.1. These terms and conditions are an integral part of, and are incorporated into, the contractual agreement between Scherba Media DBA EstateMedia.io, (herein the “Company”) and the commissioning party (herein the “Client”).

2. Method of Entry

2.1. Prior to the scheduled date and time of the shoot of the subject property, the Client will communicate and/or provide a method of entry for the Company and its production team.

2.2. Should the Client fail to provide access to the subject property by the scheduled date and time, the Company will contact the Client notifying of such and will wait a maximum of 20 minutes past the scheduled date and time for the subject property to be granted access. If no access is provided for the production team by 20 minutes past the scheduled start time, the shoot will be cancelled and the Client will incur a cancellation fee of \$100.

3. Property Conditions & Client/Homeowner Obligations

3.1. Both the Client and Homeowners agree to the following articles.

3.2. Upon scheduled service start time, no other personnel aside from the Company and its production team is to be on the subject property until the production team has finished all scheduled and agreed upon services.

3.3. Pets are also to be removed from the subject property from scheduled service start time until the production team has finished all scheduled and agreed upon Services.

3.3.1. Livestock and outdoor only animals are an exception to article 2.2 and may remain on the property as long as they pose no threat to the safety of the the Company’s production team.

3.3.2. the Company and its production team reserve the right to determine whether any animal or livestock on the subject property poses a safety threat to either the production team or the production team’s equipment.

3.3.3. The Company and its production team reserves the right to decide whether or not to proceed with the scheduled services for the subject property upon determining the safety conditions surrounding the present outdoor animal(s) and/or livestock on the subject property.

3.4. Cars are to be removed from the subject property from scheduled service start time until the production team has finished all scheduled and agreed upon Services.

3.5. The Client and/or Homeowner will prepare the subject property by making it clean and tidy. The Client and Homeowner acknowledge that the Company and its production team are not responsible for putting away or moving the Homeowner's belongings, and the subject property will be captured in "as-is" Condition.

3.5.1. The Client and/or Homeowner will remove from view personally identifiable information or extremely valuable objects (such as diplomas, certificates, visible lists of passwords or phone numbers, credit cards, checkbooks, gift cards with visible barcodes or numbers, employee or personnel data, trade secret information or any other personal or confidential material). The Client and Homeowner understand and acknowledge that the Company photos are high definition, and failure to remove these items could lead to identity theft, burglary, or other harm to the Client or Homeowner.

3.6. Client is responsible for relaying the property conditions requirements in these terms and conditions to the current owners of the subject property prior to the scheduled service date and time.

4. Drone Requirements

4.1. Drone availability is dependent on FAA regulations as well as weather conditions.

4.2. Each subject property that receives a drone request will be evaluated prior to the Client being offered a possible date and time for the requested services for the subject property.

4.3. Client acknowledges that flying in certain controlled airspaces and/or conditions requires permission via FAA waiver as well as that there may be a substantial wait time before FAA approval to fly over the subject property is granted or Denied.

4.3.1. the Company's drone pilots will not allow company drones to exceed an altitude of 400 feet from the ground without an FAA waiver for the subject Property.

4.3.2. In accordance with FAA drone rules and regulations, drone flight is only allowed during the hours between local sunrise and local sunset for the subject property.

4.3.3. Request for drone flying at night for a subject property will require an FAA waiver with an expected 90 day wait time for approval or denial.

4.3.4. Drones cannot fly directly over people without them being directly part of the drone operations without an FAA waiver.

4.3.5. Drones cannot fly directly over cars with people in them, moving or stationary, unless directly part of the drone operations without an FAA Waiver.

4.3.6. Class B, C, D, and lateral E-at-surface controlled airspace requires FAA

approval with expected 90 days of wait time.

4.3.6.1. LAANC Low Altitude Authorization and Notification Capability - Instant FAA approval with access to controlled airspace at or below 400 feet.

4.3.7. In accordance with FAA drone rules and regulations, weather conditions must allow for 3 statute miles of visibility for drone flight.

4.3.8. Residential flight requires that our pilots do not record people without their permission including but not limited to people in backyard bbqs, kids playing, sunbathers, neighbors, and pedestrians.

5. Artistic License

5.1. The Company reserves full artistic license and shall have the sole and absolute discretion to select and determine the process and manner whereby all photographs, videos or other products or services shall be created and produced.

5.2. In the event the Client desires any specific vantage point, background or other specific element of the service, the same must be agreed upon in writing prior to the time of the scheduled service.

6. Authority to Provide Access

6.1. Client represents and warrants that Client has the legal right and authority to authorize the Company and its employees and agents to enter upon, photograph, and take video of all interior and exterior portions of the subject property.

7. Safety

7.1. the Company and its employees and agents shall have the sole and absolute discretion to determine any environment, situation, or conditions to be unsafe for the Company's equipment, the Company's employees and agents, or the Company's employees and agents' equipment.

7.2. In the event that a subject property's environment, situation, or conditions are deemed unsafe by either the Company or the Company's employees or agents, the Company reserves the right to proceed with any action to ensure the safety of the Company's equipment and the Company's staff.

7.3. In the event that the reason that a subject property's environment, situation, or conditions are deemed unsafe for the Company and its employees is due to poor weather conditions, the service will be rescheduled at no extra cost to the Client.

7.4. In the event that a subject property's deemed unsafe environment, situation, or conditions could have been avoided by complying with these terms and conditions, the service will be cancelled with a cancellation fee of \$300.

8. Cancellations & Reschedules Policy

8.1. In the event that a Client cancels an appointment less than 24 hours from the date and time of the scheduled work, the Client will incur a cancellation fee of \$100 payable to the Company and no refund will be given for the purchased services for the subject property.

8.2. Cancellations at least 24 hours prior to the date and time of scheduled work will be refunded for the amount generated by the agreed upon services requested for that subject property.

8.3. In the event that a Client cancels an appointment less than 24 hours from the date and time of the scheduled work, but confirms a new scheduled date and time for the same subject property via the Company's electronic booking agreement within 48 hours of the previous scheduled service date for the subject property, the \$100 cancellation fee will be waived.

8.3.1. Cancellations less than 24 hours with a confirmed reschedule within 48 hours will result in the amount paid by the Client for the requested services to be applied to the rescheduled date and time for the original requested services for the subject property. Any new additional services requested will result in additional fees to be paid to the Company prior to the new scheduled date of service for the subject property.

8.4. In the event that a Client has had 1 prior cancellation of a scheduled work date and time for a subject property less than 24 hours prior to the scheduled work date and time, a 2nd cancelled appointment less than 24 hours from the date and time of the rescheduled work will incur a cancellation fee of \$200 and the working relationship between the Client and the Company will be under evaluation for further operation.

9. Retention of Intellectual Property Rights

9.1. The Company retains sole ownership and all intellectual property and other legal rights and interests of any nature whatsoever to any and all photographs, videos or other products or services provided to the Client.

9.2. The Company shall have the unconditional right to publish and otherwise utilize all such products and services in connection with the Company's marketing, advertising and promotional efforts and endeavors.

10. Grant of Limited License

10.1. Subject to the Client's strict compliance with these Terms of Use, the Company grants the Client a limited, personal, non-exclusive, revocable, non-assignable, and non-transferable right and license to utilize the photographs, videos or other products or services provided to the Client for standard and normal advertising and marketing purposes during the term of the Client's listing agreement respecting the subject property which is the subject of the services provided hereunder.

11. Indemnification

11.1. The Client shall defend, indemnify, and hold the Company and its affiliates, licensors, directors, officers, employees, agents and representatives, harmless from any and all losses, claims and/or damages of any nature whatsoever, including reasonable attorney fees and litigation costs, arising from: (i) the Client's use of any photographs, videos or other products or services provided to

the Client; or (ii) the Client's violation of these Terms and Conditions.

12. Modification

12.1. The Company reserves the right to change, amend, and modify these terms and conditions at any time without notice.