

# 2025 Terms & Conditions – pompo.media

## Property Readiness:

The Client is expected to have the property "camera ready" prior to the beginning of the arrival window. This includes all cleaning and furniture staging.

We ask that you have your clients review our Pre-Shoot Guide.

If the Vidtographer arrives at the appointment and the home is not ready, the property will be shot "As Is".

We value your feedback and input for choosing the best angles to photograph the property. If you would like to give input, please meet the Vidtographer at the beginning of the appointment or add notes in the "comments" section of the order.

Absent your input, the Vidtographer will use their best judgment and experience to decide which angles will best highlight the property.

## Order Details & Accuracy:

The Client is expected to have accurately entered or communicated all pertinent information at the time the order is placed. We reserve the right to update incorrect information and adjust the pricing of the order to accurately reflect the order (e.g., the client enters that the property is 1,200 square feet but it is actually 2,400 square feet).

Our pricing reflects the cost for a single dwelling in a residential household. For commercial or multi-unit properties, please contact our office or your Business Development Specialist for a personalized quote.

## Reschedule / Cancellation Policy:

Confirmed appointments canceled or rescheduled within 24 hours before the appointment start time are subject to a \$50 cancellation fee.

Appointments that cannot be completed due to weather issues (e.g., our Vidtographer is unable to fly the drone due to rain/wind, or too heavy of rain to capture exteriors) will be rescheduled after contacting the Realtor and the \$50 cancellation fee will be waived.

## Payment Terms:

All orders placed will require payment before media can be downloaded (unless there is a separate agreement in place). You will receive a link to view your watermarked media, and after payment has been submitted, the watermark will be removed and media will be available for download. This will not affect any media that your brokerage pays for—only media that you are responsible for paying for will be affected.

If there is a balance on your account that is over 45 days outstanding, pompo.media will freeze all assets & pause the ordering process until the balance has been paid.

After 90 days of non-payment, we will send the account to collections.

## Service Area Coverage:

Appointments with the following ranges will receive trip fees:

0 miles to 29.9 miles = \$0

30 miles to 34.9 miles = \$25

35 miles to 39.9 miles = \$50

Properties that are 40–50 miles driving radius will be reviewed on a case-by-case basis. If approved, the following out-of-service fees will apply:

40 miles to 44.9 miles = \$75

45 miles to 49.9 miles = \$100

Properties outside the 50-mile radius are beyond the service area and we will not be able to service them.

## **Hosting:**

pompo.media will guarantee media hosting for one year from the appointment date, with the exception of Matterport 3D Tour & Floorplan. Matterport media will be stored until sold, with a maximum of six months. Once the hosting time expires, the user is responsible for permanent media storage.

## **Delivery Times:**

24–48 Hours Following Appointment

- HDR Photography
- Cinematic Walkthrough Video
- Aerial/Drone Packages
- Vertical Video & Vertical AH HA
- Agent on Camera video (AH HA videos)
- Trendy Video
- Social6 Package

Second Business Day Following Appointment (Before 5 p.m.)

- Lux Editing
- Twilight Edits
- Virtual Staging (if desired photos to be virtually staged are chosen the same day photos are delivered)
- Matterport 3D Tour

Up To 3 Business Days Following Appointment (Before 5 p.m.)

- Floorplans

## **Rights and Usage:**

Grant of Rights: You hereby grant to pompo.media, and its affiliates, contractors, commercial partners, licensees, successors and assigns a non-exclusive, perpetual, fully transferable, sublicensable worldwide right and license, to create, reproduce, display, transmit, and distribute the Work through any and all media now known or hereinafter developed. The 'Work' is defined as photo(s), video(s), and/or 3D content, floor plans, graphics, audio, animation, constituent files, and other visual content of the property produced under these terms including any derivative works created therefrom.

Any and all rights not expressly granted here are reserved to pompo.media, including copyright and ownership rights in the Work. pompo.media reserves the right to use the Work for the company's portfolio, samples, self-promotions, entry in contests or exhibitions, editorial use, or for display within or on the outside of pompo.media's premises. pompo.media further reserves the right to assign, transfer, license, distribute, or syndicate the Work and any and all rights in the Work to its commercial partners.

Except as explicitly set forth in Section 5 herein, You have no ownership rights in the Work and no right to sell or license the Work to any third party or copy, modify, reproduce, or create derivatives of the Work without the prior written consent of pompo.media.

## **Usage Rights:**

In exchange for the Grant of Rights set forth herein, pompo.media grants to You the right to use the images created from the Work and provided to you by pompo.media for purposes of marketing and promoting the Property, promoting Your real estate business and/or the listing(s), Your brokerage(s), and/or Your business(es) ('Your License').

Your License is non-exclusive, non-transferable, covers all territories and media, and is for an unlimited time on websites owned by You. You may authorize third-party websites such as, but not limited to, Multiple Listing Service (MLS) or real estate listing portal websites to display said content solely for the purpose of advertising the subject listing, for as long as said listing

is actively listed for sale by that listing agent.

Your authorization to third-party websites will automatically expire once said listing is no longer available for sale or any relevant listing agreement between the Property owner and the listing agent has ended, whichever comes first.

### **Releases, Licenses, and Authorizations:**

By contracting with pompo.media to produce the Work, You warrant and represent that You are authorized to enter into this Agreement with regard to the Property and You certify that You have obtained all appropriate and necessary releases, permissions, waivers, licenses and/or authorizations (hereinafter 'Clearances') for the Grant of Rights and Usage Rights set forth in these Terms and Conditions, including but not limited to Clearances from the owner of the Property and any other owners of intellectual property rights contained in, on, or around the Property and captured as part of the Work, including the underlying architectural work.

You further warrant and represent that the Property owner and any occupants of the Property have waived any expectation of privacy rights in relation to the images captured and distributed in accordance with the Grant of Rights hereunder.

You agree to indemnify and hold harmless pompo.media against any and all claims, costs, and expenses, including attorney's fees, due to uses of the Work for which You did not obtain the appropriate Clearances, including uses that exceeded the Clearances actually obtained by You.

### **Indemnification / Hold Harmless:**

In addition to the terms and conditions contained in Section 6, You shall also indemnify and hold pompo.media, its officers, members, employees, contractors, licensees, sublicensees, agents, successors, and assigns harmless from and against any and all liability, claims, injuries, damages, loss, expense (including court costs and reasonable attorneys' fees) resulting from the performance of this Agreement, or any distribution or use of the Work created hereunder resulting from Your breach of any warranties, representations or certifications hereunder, or resulting from Your negligent or intentional acts or omissions and/or those of Your officers, agents, independent contractors, employees, family members, invitees, licensors, the Property owner, and/or guests.