



# Aerial Pro Imaging Checkout Terms of Use

Terms of Service and Media License Agreement | Version effective September 17 2026

This agreement is between Aerial Pro Imaging (API) and the individual or entity that places an order for services (Client). It governs the booking, performance, payment, delivery, and use of API's services and the final photographs, videos, aerial images, floor plans, virtual tours, virtual staging, virtual twilight images, graphics, and other finished media delivered by API (Media). The property or project site identified in the applicable order is the Property.

## Plain Language Summary

- Full payment is due when the order is placed unless API approves different payment terms in writing.
- Cancellations are handled as non-transferable service credits rather than cash refunds. A reschedule within 24 hours may carry a \$35 fee.
- Client is responsible for access, property readiness, secured pets, active utilities when needed, and notice to occupants.
- Client may use the Media across the normal channels needed to market the Property and may provide up to three still images to the buyer's agent for a post-closing sold announcement.
- Client may use the Media indefinitely to promote Client's own work, including sold-property posts, portfolios, presentations, and listing history.
- API retains copyright. A new agent, owner, builder, designer, property manager, or other business needs a separate license for its own use.
- Routine cropping and formatting are allowed. Virtual staging, AI changes, object removal, twilight conversion, and other material changes require written approval unless API supplied the edited version.
- API's liability is limited as described below, and Client is responsible for claims, fines, and losses caused by Client's unauthorized use, modification, or publication of the Media.

This summary is provided for convenience. The numbered terms below control if there is any conflict.

## 1 Agreement and Acceptance

By checking an acceptance box, placing an order, paying for services, downloading Media, or using Media, Client confirms that Client has read, understood, and agreed to the version of this agreement presented with that order. Client represents that the person accepting these terms has authority to bind the ordering individual or entity.

## 2 Services and Scope

API provides professional real estate and property media services, including photography, aerial or drone photography, videography, social-media content, virtual tours, floor plans, virtual twilight renderings, virtual staging, image enhancement and editing, commercial real estate media, and construction progress documentation. The products, quantities, locations, and other services included in a particular project are those identified in the applicable booking, quote, proposal, statement of work, or other written order accepted by Client (Order).

All services are subject to availability, weather and lighting conditions, FAA requirements, airspace restrictions, site accessibility, safety conditions, and technical feasibility. For commercial real estate or construction documentation, any written Order terms describing the intended use, users, territory, or duration of the Media control over inconsistent license terms in this agreement for that Order.

## 3 Booking Payment and Confirmation

Full payment is due when the Order is placed unless API approves different payment terms in writing. An appointment is not confirmed until API receives the required payment. API may accept payment through online payment, credit card, ACH, invoice, or another approved method.

API may withhold performance, delivery, download access, or licensing rights while an amount for the applicable Order remains unpaid. Approval of alternate payment terms does not transfer copyright or activate a Media license before the conditions in Section 10 are satisfied.



## 4 Cancellation Rescheduling and Credits

If Client cancels an appointment after payment, API will not issue a monetary refund. The amount paid will instead become a service credit equal to the original payment and may be applied to future API services. Service credits are non-transferable unless API approves a transfer in writing.

Client may request to reschedule subject to availability. An appointment rescheduled with less than 24 hours notice may be subject to a \$35 rescheduling fee. API-initiated postponements caused by weather, lighting, FAA restrictions, or safety concerns will not carry a rescheduling fee and will be moved to the earliest mutually available time.

## 5 Property Access and Client Responsibilities

Client is responsible for ensuring that:

- API has lawful and timely access to the Property at the scheduled appointment time
- utilities needed for interior photography or other ordered services are active
- the Property is photo-ready before API arrives
- pets are safely secured
- owners, occupants, tenants, site personnel, and other affected persons have been informed of the appointment

Client is responsible for obtaining any permission required for API to enter, photograph, record, or operate at the Property. If access is denied, delayed, unsafe, or the Property is not reasonably ready when API arrives, API may charge additional travel, waiting, return-trip, or rescheduling fees.

## 6 Media Delivery

API's typical delivery targets are:

- photography within 24 hours
- video projects within 48 to 72 hours
- specialized editing and other custom services on the schedule stated for the Order

Delivery times are estimates rather than guarantees and may change because of workload, weather, technical issues, access problems, project complexity, requested revisions, or events beyond API's reasonable control. Unless the Order states otherwise, delivery means making the finished Media available through API's delivery platform or another method selected by API.

## 7 Drone Operations

All drone services are conducted subject to FAA Part 107 requirements, airspace restrictions, temporary flight restrictions, local laws and ordinances, weather, site conditions, and the remote pilot's safety judgment. API may modify, postpone, or cancel a drone operation when API determines that the operation cannot be completed lawfully or safely.

API is not required to issue a monetary refund for a portion of an Order that cannot be completed legally or safely. API may issue an appropriate service credit in its discretion.

## 8 Events Beyond Reasonable Control

API is not liable for a delay or inability to perform caused by circumstances beyond its reasonable control, including severe weather, natural disasters, government action, FAA or airspace restrictions, equipment failure, internet or platform outages, illness, emergencies, labor or transportation disruptions, or unsafe site conditions. API will make reasonable efforts to communicate with Client and reschedule or complete the affected services when practical.

## 9 Copyright and Ownership

API owns or controls the copyrights in the Media, except for any third-party materials identified in the final deliverable. Ordering or paying for services does not transfer copyright or make the Media a work made for hire. Client receives the licenses stated in this agreement and no ownership interest in the Media. A copyright assignment or ownership transfer is effective only through a separate written agreement signed by API.



RAW files, unedited footage, project files, editing timelines, source assets, and other production materials are not included unless the order or a separate written agreement expressly includes them.

## **10 When the License Begins**

The license granted in this agreement is contingent on API receiving full payment for the applicable order. After API has received full payment and delivered the Media, API grants Client the non-exclusive license described below. The license is non-transferable except for the limited platform, brokerage, team, and service-provider permissions expressly stated in this agreement.

Until full payment is received, Client has no license to publish, distribute, advertise with, or otherwise use the Media commercially. Any such use before full payment is unauthorized and may constitute both a breach of contract and copyright infringement.

## **11 Property Marketing Rights**

Client may reproduce, display, distribute, and publish the Media as reasonably needed to market the Property while Client, Client's team, or Client's brokerage is authorized to market that Property. This permission includes a reactivation or relisting handled by the same Client, even if Client later becomes affiliated with a different brokerage.

Permitted property-marketing channels include:

- MLS and IDX systems
- agent, team, brokerage, and dedicated property websites
- real estate portals and listing platforms, including Zillow, Realtor.com, Redfin, and comparable services
- social media posts and paid digital advertising promoting the Property
- email campaigns, flyers, brochures, postcards, signs, and other print materials promoting the Property
- listing presentations, open-house materials, press outreach, and communications directly related to the Property

Property-marketing rights end when Client and Client's authorized team or brokerage no longer have authority to market the Property. Client is not responsible for ordinary MLS, IDX, portal, search-engine, or social-media archives that remain online after the listing ends, provided Client does not intentionally republish the Media as a new active listing without authorization.

## **12 Perpetual Client Self Promotion**

Client may use the Media indefinitely to promote Client's own real estate services and professional work. This includes Client's website and social media, sold and leased property posts, portfolios, listing history, presentations, pitch materials, case studies, award submissions, and similar self-promotional uses. This permission continues after the Property is sold, leased, withdrawn, or expired and after Client changes brokerage affiliation.

The self-promotion license belongs to the person or entity that placed the order. It does not authorize another person, brokerage, or business to use the Media independently, and it does not permit Client to represent that the Property is currently available when it is not.

## **13 Brokerages Platforms Vendors and Buyer Agents**

Client may provide the Media to the following parties only as needed to carry out the permitted uses in this agreement:

- Client's co-listing agent, real estate team, and affiliated brokerage
- MLS and IDX systems, real estate portals, syndication services, website hosts, and social-media or advertising platforms
- assistants, transaction coordinators, printers, designers, ad agencies, and other vendors acting at Client's direction

These parties may copy, format, host, publish, and distribute the Media only to perform services for Client or market the Property as allowed here. They receive no ownership or independent commercial rights. Client is responsible for giving vendors instructions consistent with this agreement.



A property owner, seller, buyer, or other person may share a link to the published listing or Client's published social-media post. That link sharing does not authorize the person to download the Media or reuse the files for a separate purpose.

### **Limited Buyer Agent Sold Post Permission**

After the transaction closes, Client may provide up to three unaltered delivered still photographs to the licensed real estate professional who represented the buyer in that transaction. The buyer's agent may use those photographs solely in an unpaid organic social-media post announcing the completed purchase or congratulating the buyer, subject to the buyer's consent and applicable brokerage rules. The post may remain in the buyer's agent's ordinary social-media archive.

This limited buyer-agent permission does not authorize paid advertising, website or portfolio use, current or future listing or rental marketing, publication use, material alteration, resale, relicensing, or transfer to another party. The buyer's agent may not claim authorship or imply that the buyer's agent represented the seller. Any other use requires API's prior written permission or a separate license.

## **14 Uses That Require a Separate License**

Unless API gives written permission or sells an additional license, Client may not:

- sell, assign, gift, transfer, or relicense the Media to another person or entity for that party's independent use
- give the Media to a new listing agent, unrelated brokerage, owner, buyer, builder, developer, architect, interior designer, stager, contractor, property manager, short-term rental operator, publication, or other business for its own marketing
- reuse the Media to market a different property, model home, development, community, product, business, or service, except for Client's own self-promotion allowed in Section 12
- offer the Media as stock content, templates, resale content, or downloadable assets
- use the Media or permit it to be used to train, test, or develop an artificial-intelligence or machine-learning system
- extract or separately reuse music, graphics, footage, or other components from a finished video or other composite deliverable

A separate license is also required when a new agent or unrelated business takes over the Property, even if the address and Media are unchanged. API can provide additional-use licenses, editing permissions, or a copyright buyout when appropriate.

## **15 Editing Virtual Staging and Disclosure**

Client and authorized vendors may crop, resize, compress, convert file formats, or add truthful logos and contact information without advance approval, provided the changes do not alter the appearance of the Property. Automatic resizing, compression, or metadata removal performed by a platform is not a violation by Client.

Any modification that changes what the Property looks like must either be created by API or approved by API in writing before use. This includes:

- virtual staging or virtual renovation
- AI-generated changes or generative fill
- object, clutter, or furniture removal
- item replacement
- sky, lawn, or landscaping replacement
- day-to-dusk or virtual twilight conversion
- structural or architectural changes
- changes to windows, views, lot lines, or property features

Approval may be provided by email, text message, or another written message from an authorized API representative. Approval applies only to the specific Property, Media, and modification described. It does not transfer copyright or expand Client's usage rights.

Client is responsible for complying with applicable laws, MLS rules, brokerage policies, advertising standards, and disclosure requirements when using modified Media. Original or modified Media may not be used in a



deceptive manner or in a way that materially misrepresents the Property. API may decline a requested edit that API reasonably believes would be misleading.

## **16 Video Music and Third Party Materials**

A finished video or other deliverable may contain music, fonts, graphics, or platform assets licensed from third parties. Client may publish the complete delivered work within the uses allowed by this agreement but may not extract, distribute, sell, or separately reuse those components. Third-party platforms may apply their own content-identification, music, advertising, or posting rules, and Client remains responsible for following the rules of each platform used.

## **17 Credit Authorship and Metadata**

Credit to Aerial Pro Imaging is appreciated but not required unless the parties agree otherwise. Client may not claim to have created the Media. Client may not intentionally remove or falsify a visible copyright notice, credit, watermark, or embedded authorship information added by API. Incidental metadata removal by an MLS, social-media platform, website, or other automated service is not a breach by Client.

## **18 API Portfolio and Promotion**

Because API retains copyright, API may display the Media in its portfolio, website, social media, sample work, advertising, competitions, and other promotion of API's services. API will honor a reasonable written request to delay public posting until the Property is publicly listed, under contract, or closed. API will not knowingly publish access codes, alarm information, or other confidential information supplied for entry to the Property.

## **19 Additional Permissions**

A request for an additional license, third-party use, or editing approval should identify the Property, the Media involved, the intended user, the intended use, and the expected duration. Permission is valid only when API provides it in writing. A one-time approval applies only to the use described and does not create permission for other properties, clients, edits, or future orders.

## **20 Limitation of Liability and Client Responsibility**

To the fullest extent permitted by law, API's total liability for any claim arising out of or relating to the Media, the applicable order, services furnished under that order, or this agreement will not exceed the amount Client paid API for the affected order. API will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost revenue, lost business, or loss of a sale, regardless of the legal theory asserted, including contract, tort, or ordinary negligence.

The limitations in the preceding paragraph do not apply to API's gross negligence, willful misconduct, violation of law, or any liability that cannot lawfully be limited or excluded.

Client agrees to indemnify, defend, and hold harmless API and its owners, employees, and contractors from third-party claims, MLS fines or penalties, losses, damages, and reasonable costs and legal fees, but only to the extent caused by:

- Client's unauthorized modification, transfer, publication, or misuse of the Media
- Client's failure to disclose virtual staging or other image modifications when disclosure is required
- false, incomplete, or misleading property information supplied by Client
- Client's violation of applicable law, MLS rules, brokerage policies, or this agreement

Client is not required to indemnify API to the extent a claim is caused by API's gross negligence, willful misconduct, or violation of law.

## **21 Unauthorized Use and Resolution**

Use outside this agreement may constitute a breach of contract and may also infringe API's copyright. When a contracted Client commits an apparently inadvertent and reasonably curable violation, API's normal practice will be to notify Client and allow ten business days to stop or correct the use and confirm the correction in writing.

This courtesy period does not apply to an unlicensed third party, use before full payment, deliberate resale, transfer or relicensing, ongoing third-party commercial exploitation, deceptive or misleading advertising, refusal



to cooperate, or any situation in which prompt action is reasonably necessary to prevent harm. In those circumstances, API may seek an immediate platform takedown, injunction, or other available remedy.

API may suspend the affected license while a material violation remains uncured and may seek an appropriate retroactive license, removal of unauthorized uses, platform takedowns, and any remedies available under the agreement or applicable law. Nothing in this section requires API to waive a legal right or remedy.

## **22 Changes to These Terms**

The version of this agreement presented when an order is placed governs that order. A later revision applies only to later orders and does not retroactively reduce or change rights already granted for Media previously ordered. API and Client may agree in writing to different or expanded terms for a particular order.

## **23 General Terms**

This agreement and any written Order terms form the entire agreement concerning the services and Media for the applicable Order and replace prior discussions about those subjects. If a written Order term conflicts with this agreement, the Order term controls for that Order. A waiver of one breach is not a waiver of another. If any provision is found unenforceable, the remaining provisions will continue in effect. This agreement is governed by Indiana law, without regard to conflict-of-law rules, and any court proceeding concerning it must be brought in a court of competent jurisdiction in Marion County, Indiana, unless the parties agree otherwise in writing.

## **24 Agreement Details**

**Photographer:** Aerial Pro Imaging

**Client:** The individual or entity placing the order

**Property:** The property identified in the order

**Order:** The applicable booking, quote, proposal, or statement of work

**Effective date:** The date the applicable order is placed

**Questions or permission requests | [robert@aerialproindy.com](mailto:robert@aerialproindy.com) | 317-748-3455**