

Updated September 9, 2019

Welcome and thank you for your interest in Square Foot Photography (operated by Square Foot Photography, LLC. and its affiliates, collectively, "Square Foot Photography LLC"). By clicking a registration or new account submission button, placing an order, or by otherwise using Square Foot Photography LLC's websites, networks, mobile applications, scheduling portal, photography, editing, floor plan, aerial imaging, video or other services provided by Square Foot Photography LLC (collectively, the "Services"), or accessing any content provided by Square Foot Photography LLC through the Services, you agree to be bound by the following terms of use, as updated from time to time ("Terms of Use").

1. Square Foot Photography LLC's Role. Square Foot Photography LLC DOES NOT, AND THE SERVICES ARE NOT INTENDED TO, PROVIDE FINANCIAL OR REAL ESTATE ADVICE. Square Foot Photography LLC IS NOT A FINANCIAL OR REAL ESTATE BROKER OR LENDER. FOR ADDITIONAL INFORMATION, PLEASE SEE SECTION 8. You understand and agree that the Services may include advertisements and that these are necessary to support the Services. To help make the advertisements relevant and useful to you, Square Foot Photography LLC may serve advertisements based on the information we collect through the Services. See the Privacy Policy for more details. Square Foot Photography LLC does not: (a) act as a real estate agent for you or any other user; (b) represent you or another user in the purchase, sale, or exchange of real property, including any negotiation thereof; or (c) lease or rent, offer to lease or rent, or negotiate the lease of real property or otherwise aid or assist in the lease of real property. Square Foot Photography LLC assumes no responsibility for any result or consequence related directly or indirectly to any action or inaction that consumers take based on the Services or any other information available through or in connection with the Services.

2. Square Foot Photography LLC's Brands. Square Foot Photography LLC operates the following brands; any use of any of the Services provided by the following brands is subject to these Terms of Use: (a) Square Foot Photography; (b) SqFtPhoto (c) SqFt Productions

3. Eligibility; Accounts and Registration. You must be at least 18 years of age to use the Service. By agreeing to these Terms of Use, you represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Services, and (c) your registration and your use of the Services is in compliance with all applicable laws and regulations. To access some features of the Services, you may be required to register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as email address or other contact information. You agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times. When you register, you may be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you are responsible for all actions taken via your account. You may not

share your user account(s) with others. Unless you have entered into a commercial agreement with Square Foot Photography LLC permitting you to use the Services for transactions on behalf of another person, you may only use the Services for transactions on your own behalf, and not on behalf of any other person.

5. Prohibited Use. BY USING THE SERVICES, YOU AGREE NOT TO:

- use information provided by Square Foot Photography LLC through the Services in making any loan-related decisions;
- use the Services for resale, service bureau, time-sharing or other similar purposes;
- use the Services in any way that is unlawful, or harms Square Foot Photography LLC, its service providers, suppliers, or any other user;
- distribute or post spam, chain letters, pyramid schemes, or similar communications through the Services;
- impersonate another person or misrepresent your affiliation with another person or entity;
- reproduce, publicly display, or otherwise make accessible on or through any other Web site, application, or service any reviews, ratings, and/or profile information about real estate, lending, or other professionals, or information about real estate listings, or other data or content available through the Services, except as explicitly permitted by Square Foot Photography LLC defined terms of Ownership.
- upload invalid data, viruses, worms, or other software agents to the Services;
- interfere with, or compromise the system integrity or security of the Services, or otherwise bypass any measures Square Foot Photography LLC may use to prevent or restrict access to the Services;
- conduct automated queries (including screen and database scraping, spiders, robots, crawlers, bypassing “captcha” or similar precautions, and any other automated activity with the purpose of obtaining information from the Services) on the Services;
- use any of Square Foot Photography LLC's trademarks as part of your screen name or email address on the Services; or
- attempt to, or permit or encourage any third party to, do any of the above.

6. Fees.

A. Generally. You may be required to pay fees to access certain features of the Services. All fees are in U.S. dollars and are non-refundable. If Square Foot Photography LLC changes the fees for all or part of the Services, including by adding fees or charges, Square Foot Photography LLC will provide you advance notice of those changes. If you do not accept the changes, Square Foot Photography LLC may discontinue providing the applicable part of the Services to you. Square Foot Photography LLC's authorized third-party payment processor will charge the payment method you specified at the time of

purchase. You authorize Square Foot Photography LLC to charge all fees as described in these Terms of Use for the Services you select to that payment method. If you pay any fees with a credit card, Square Foot Photography LLC may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

B. Subscriptions. The Services may include features that allow for automatically recurring payments for periodic charges (“Subscription Service”). If you decide to activate a Subscription Service, you authorize Square Foot Photography LLC to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The subscription will continue unless and until you cancel your subscription, or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic subscription fee to your account. We will bill the periodic subscription fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). Square Foot Photography LLC may change the subscription fee for any subsequent subscription period but will provide you advance notice of any increase before it applies. You may cancel a Subscription Service by contacting us at: sales@SquareFootPhotography.com, by contacting your business consultant, or through your settings page for the paid feature.

C. Cancellation of Services. Services must be cancelled 12hrs in advance by directly contacting and speaking with a coordination representative at (512) 893-7451.

D. No Show Policy: If you are unable to be present, or provide access to the property for any services, please cancel your reservation at least 12 hours prior to the scheduled service. Customers who fail to cancel reservations and are unable to provide access to a property are considered a no show, and a \$60 fee will be forfeited. Occupied properties with uncooperative tenants, aggressive dogs, or any other conditions that make it impossible to provide a quality service will also be charged a \$60 trip fee if conditions hinder the photographer from completing the service.

7. User Materials.

A. UGC Definition; License Grant. Certain portions of the Services may allow users to upload or otherwise provide to Square Foot Photography LLC images, photos, video, data, text, listings, and other content (“User Materials”). By uploading or otherwise providing User Materials to the Services, you grant Square Foot Photography LLC an irrevocable, perpetual, royalty-free worldwide license to: (i) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your User Materials, in connection with the Services, or in any other media; and (ii) sublicense these rights, to the maximum extent permitted by

applicable law. Square Foot Photography LLC will not pay you for your User Materials or to exercise any rights related to your User Materials set forth in the preceding sentence. Square Foot Photography LLC may remove or modify your User Materials at any time. You are solely responsible for all User Materials made through your user account(s) on the Services or that you otherwise make available through the Services. For all User Materials, you represent and warrant that you are the creator and owner of the User Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Square Foot Photography LLC and other users to access and use your User Materials as necessary to exercise the licenses granted by you under these Terms of Use. Square Foot Photography LLC will not use client contact information that is uploaded by agents into the Square Foot Photography Agent Hub portal for any purpose.

B. UGC Disclaimer. Square Foot Photography LLC is under no obligation to edit or control your User Materials or the User Materials of any other User and will not be in any way responsible or liable for any User Materials. Square Foot Photography LLC may, however, at any time and without prior notice, screen, remove, edit, or block any User Materials on the Services, including User Materials, that in Square Foot Photography LLC's sole judgment violate these Terms of Use or are otherwise objectionable, including in any way described in our Good Neighbor Policy described in Section 13(B). You understand that when using the Services, you may be exposed to User Materials of other users and acknowledge that User Materials may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against Square Foot Photography LLC with respect to User Materials. Square Foot Photography LLC expressly disclaims any and all liability in connection with User Materials. If notified by a user or content owner that User Materials allegedly do not conform with these Terms of Use, Square Foot Photography LLC may investigate the allegation and determine in Square Foot Photography LLC's sole discretion whether to remove the User Materials, which Square Foot Photography LLC reserves the right to do at any time and without notice. For more information on Square Foot Photography LLC's handling of infringing content, please see Section 11 below.

C. Ownership

Square Foot Photography solely and exclusively owns all intellectual property and other rights, title and interest in and to the Services and the Site. Square Foot Photography has the sole and exclusive right to obtain trademark and copyright registrations, patents, and other protections in and to the Services and the Site. You do not acquire any right, title or interest in such property under this Agreement, by use or otherwise.

Accordingly, all photos provided through the Services of this Site are solely and exclusively owned by Square Foot Photography. As such, Square Foot Photography reserves all rights of ownership including but not limited to the distribution, publication, alteration, sale and duplication of any and all photos provided to You through the Services and this Site for whatever reason in Square Foot Photography sole and absolute discretion. As a User of the Site and Services, upon purchasing and paying in full for the Services received, You are granted a limited, terminable, non-exclusive license to use the photos and other Services provided to You by Square Foot Photography in any legal manner You should choose. You are not, however, granted a license to sell, transfer, license, and sub-license or otherwise distribute the Services, any component of the Service, or any products or services derived or developed from or based on the Service to any third party. Notwithstanding the foregoing, Users may transfer the Deliverables associated with the Service to their MLS provider for the sole purpose of fulfilling the defined purposes of the MLS provider. Such transfer of this limited usage license to the MLS shall not in anyway be construed as a transfer of ownership to the MLS.

More specific licensing rights shall apply to certain image packages provided by Square Foot Photography as follows:

“Stock Image Packages:” All Stock Image Packages carry with them a limited, non-exclusive license to use the photos in order to market the real-property listing for which they were purchased and cannot be used to market other listing or for any other purpose.

“Subdivision Packages:” All Subdivision Packages carry with them a limited, non-exclusive license to use the photos in order to market the real-property listing for which they were purchased and cannot be used to market other listing or for any other purpose.

8. 3rd Party/Linked Services/Sent information.

A. Generally. The Services include links to third-party products, services and Web sites, as well as materials provided by third parties, and may include functionality that allows for the distribution of your User Materials or your personal information (collectively, your “User Information”) to third parties not under Square Foot Photography LLC’s control (each, a “Third-Party Provider”). Third-Party Providers are solely responsible for their services. You are responsible for your use and submission of User Information to any third-party, and your dealings or business conducted with any third party arising in connection with the Services are solely between you and such third party. Your use of third-party sites, services, or products may be subject to associated third-party terms of use and privacy policies or other agreements, which you are solely responsible for complying with. Square Foot Photography LLC does not endorse, and takes no responsibility for such products, services, Web sites,

and materials, or a Third-Party Provider's use of your User Information. By using a tool that allows for User Information to be transferred, you agree that Square Foot Photography LLC may transfer the applicable User Information or other information to the applicable third-parties, which are not under the control of Square Foot Photography LLC. If you submit a contact form or otherwise indicate your interest in contacting a Third-Party Provider, you may receive telemarketing calls from the Third-Party Provider using the contact information you provided. Third-Party Providers may keep your contact information and any other information received by the Third-Party Provider in processing a contact or other request form. Square Foot Photography LLC is not responsible for any damages or costs of any type arising out of or in any way connected with your dealings with these third parties.

B. Additional Terms for Third Party Services. Certain aspects of the Services include third-party tools that are subject to additional third-party terms, including, but not limited to, the following:

(i) Windows Live Virtual Earth. Windows Live Virtual Earth imagery is supplied by Microsoft Corporation, and use is subject to the Microsoft MapPoint Terms of Use available at <http://www.microsoft.com/maps/assets/docs/terms.aspx>.

(ii) Google Maps. Some of the Services implement the Google Maps web mapping service. Your use of Google Maps is subject to Google's terms of use, available at http://www.google.com/intl/en_us/help/terms_maps.html, and Google's Privacy Policy, available at <https://www.google.com/intl/ALL/policies/privacy/index.html>.

(iii) Stripe. Some of the Services allow you to use Stripe Connect to make payments to other users, and may include additional processing or application fees detailed when you choose to connect to Stripe. Your use of Stripe is subject to the Stripe Connected Account Agreement, available at <https://stripe.com/us/connect-account/legal>. Additionally, by using Stripe, you agree not to use Stripe (and the Services generally) for any Prohibited Business purposes, as listed at <https://stripe.com/us/prohibited-businesses>.

9. Intellectual Property. The Services are owned and operated by Square Foot Photography LLC. The user interfaces, design, information, data, code, products, software, graphics, and all other elements of the Services ("Square Foot Photography LLC Materials") provided by Square Foot Photography LLC are protected by intellectual property and other laws and are the property of Square Foot Photography LLC or Square Foot Photography LLC's third-party licensors. Except as expressly allowed by these Terms of Use, you may not make use of the Square Foot Photography LLC Materials, and Square Foot Photography LLC reserves all rights to the Square Foot Photography LLC Materials and Services not granted expressly in these Terms of Use.

Intellectual Property Notices:

10. Feedback. If you choose to provide input and suggestions regarding the Services, including related to any Square Foot Photography LLC Materials (“Feedback”), then you hereby grant Square Foot Photography LLC an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to use the Feedback in any manner and for any purpose, including the improve the Services or create other products and services.

11. DMCA; Claims of Copyright Infringement. Square Foot Photography LLC respects the intellectual property rights of others, and asks that everyone using the Services do the same. Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify Square Foot Photography LLC's copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

- a. Identification of the copyrighted work that you claim has been infringed;
- b. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Services so that the copyright agent can locate it;
- c. Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- d. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent as follows:

By mail:

Square Foot Photography LLC

2201 Guadalupe St. Suite 8655 78713

Austin, TX 98101

Attention: Copyright Agent

By e-mail:

Carlos@squarefootphotography.com

If you give notice of copyright infringement by e-mail, we may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

12. Termination/Changes to Agreement. Except as stated in separate product-specific agreements, you may terminate your account at any time by contacting Sales@squarefootphotography.com. If you terminate your account or service, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Services. If you violate any provision of these Terms of Use, your permission from Square Foot Photography LLC to use the Services will terminate automatically. In addition, Square Foot Photography LLC may in its sole discretion terminate your account on the Services or suspend or terminate your access to the Services at any time for any reason, with or without notice. Square Foot Photography LLC may alter, suspend or discontinue the Services or any portion of the Services without notice. Square Foot Photography LLC will not be liable whatsoever for any change to the Services or any suspension or termination of your access to or use of the Services. Square Foot Photography LLC reserves the right to change these Terms of Use at any time in its sole discretion on a going-forward basis. We will make commercially reasonable efforts to notify you of any material changes to these Terms of Use. Your continued use of the Services after updates are effective will represent your agreement to the revised version of these Terms of Use. Your continued use of the Services after the effectiveness of such changes will constitute acceptance of and agreement to any such changes. You further waive any right you may have to receive specific notice of such changes to these Terms of Use. You are responsible for regularly reviewing these Terms of Use.

13. Privacy Policy/Other Terms.

A. Privacy Policy. Square Foot Photography LLC will collect, use, store, and disclose personal information in accordance with its Privacy Policy. Please consult the Privacy Policy for more information, which is incorporated into, and made a part of these Terms of Use.

14. Indemnification. You agree to indemnify, defend, and hold harmless Square Foot Photography LLC, its affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third party due to or arising out of: (a) your access to or use of the Services; (b) your breach of these Terms of Use; (c) your violation of any law or the rights of a third party; (d) any dispute or issue between you and any third party; (e) any User Materials you upload to, or otherwise receive through, the Services; (f) your willful misconduct; and (g) any other party's access to and/or use of the Services using your account and password. Square Foot Photography LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter

otherwise subject to indemnification by you, and in that case, you agree to cooperate with Square Foot Photography LLC's defense of that claim.

15. No Warranties. Square Foot Photography LLC PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Square Foot Photography LLC AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. Square Foot Photography LLC AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION: (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT; (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES OR ANY MATERIALS AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY Square Foot Photography LLC ENTITY OR THE SERVICES THAT IS NOT EXPRESSIVELY STATED IN THESE TERMS OF USE. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES, YOUR DEALING WITH ANY OTHER USER, AND ANY MATERIALS, INCLUDING ALL USER AND Square Foot Photography LLC MATERIALS, AVAILABLE THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINMENT OF MATERIALS THROUGH THE SERVICES AND ANY ASSOCIATED SITES OR SERVICES, ARE AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OR USE OF THOSE MATERIALS. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OR WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

16. Limitation of Liability/Exclusive Remedy. IN NO EVENT WILL Square Foot Photography LLC OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OF USE OR YOUR USE OR ACCESS, OR INABILITY TO USE OR ACCESS, THE SERVICES OR ANY

MATERIALS ON THE SERVICES, WHETHER BASED ON (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, EVEN IF Square Foot Photography LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Square Foot Photography LLC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (IE) ERRORS, MISTAKES, OR INACCURACIES OF MATERIALS; (F) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (G) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (H) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (I) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (J) ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (K) USER MATERIALS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. THE AGGREGATE LIABILITY OF Square Foot Photography LLC AND ANY OF ITS AFFILIATES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS OF USE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (L) THE AMOUNT YOU HAVE PAID TO Square Foot Photography LLC FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIMS; AND (B) \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT OF THE PARTIES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

17. Choice of Law; Disputes. These Terms of Use are governed by the laws of the State of Texas, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction and venue in the state and federal courts sitting in Travis County, Texas for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use. Square Foot Photography LLC operates the Services from its offices in Texas, and we make no representation that the Services are appropriate or available for use in other locations.

18. General. You agree not to export from anywhere any part of the Services provided to you, or any direct product thereof, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. All Services used by the U.S. Government are provided with the commercial license rights described herein. These Terms of Use may only be amended by a written agreement signed by authorized representatives of the parties to these Terms of Use. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect. The section titles in these Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. Square Foot Photography LLC may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or assign, transfer or sublicense your rights, if any, in the Services. Square Foot Photography LLC's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these Terms of Use, and all expressly incorporated terms and agreements, constitute the entire agreement between you and Square Foot Photography LLC with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and Square Foot Photography LLC with respect to the Services. The following sections of these Terms of Use shall survive any termination of these Terms of Use: 3, 5-8, 10-12, and 14-22.

19. Consent to Communications. By using the Services, you consent to receiving certain electronic communications from Square Foot Photography LLC as further described in the Privacy Policy. Please read the Privacy Policy to learn more. You agree that any notices, agreements, disclosures, or other communications that Square Foot Photography LLC sends to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

The Services may provide web forms, links, or contact information, including phone numbers, that can connect you with Square Foot Photography LLC or third parties, such as real estate agents and Lenders. Communications through these methods may be routed through a third-party service ("Communications Service"). Calls may be recorded or monitored for quality assurance and customer service purposes. You will be notified at the beginning of a call if it may be recorded or monitored. You consent to such recording and monitoring by Square Foot Photography LLC or the Communications Service. Square Foot Photography LLC also uses the Communications Service to track phone calls and text messages between you and real estate professionals so that Square Foot Photography LLC and the real estate professional can access certain details about the contact. As part of this process, Square Foot Photography LLC and the Communications Service will receive in real time, and store, data about your call or text message, including the date and time of the

call or text message, your phone number, and the content of the text message. You consent to these practices by Square Foot Photography LLC and the Communications Service. The information is subject to the Privacy Policy.

20. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

21. Contact Information and License Disclosures. The Services are offered by Square Foot Photography LLC and its affiliates, located at 2201 Guadalupe St. Suite 8655 78713. You may contact Square Foot Photography LLC by sending correspondence to that address or emailing [sales @ squarefootphotography.com](mailto:sales@squarefootphotography.com).

Privacy Policy

At Square Foot Photography LLC, we appreciate your use of and contributions to our websites, our mobile and desktop applications, our other properties and/or our related marketing services (collectively known as the "Services," or, each individually, a "Service"). Square Foot Photography LLC respects your privacy and is committed to protecting your personal information.

We encourage you to read this privacy policy to understand the information we collect and how we use and disclose it. This policy applies to all of our Services that link to it.

1. Information Collected by Square Foot Photography LLC.

When you use the Services, we collect a variety of information from and about you, your devices, and your interaction with the Services. Some of this information identifies you directly or can be used to identify you when combined with other data.

- **Information you provide.** When using the Services, you may be asked to provide personal information about yourself, such as your name, contact information, payment information, details about your home or properties you are interested in, financial information. This may occur, for example, when you register on the Services, claim a home, share or save a property, correspond with a real estate professional (such as a real estate agent or broker, mortgage lender or loan officer, property manager, investor, homebuilder, or others) via the Services, or complete other forms or transactions, such as a request for loan information or a rental housing and background check application. You may also provide information about a third party through the Services, for example, if you share a real estate listing with a recipient via email. We may combine this information with other information we collect from your interaction with the Services or from other companies.
Some information you provide through the Services is collected and processed by third parties on our behalf. For example, when you order products or services through the Services, we may need to collect your credit or debit card information. This information is collected and processed by third-party payment processors. If you are a real estate professional, you may be able to connect your third-party email account (such as Gmail) to your Square Foot Photography LLC account.
- **Cookies, web beacons, and other tracking technologies.** We and our partners use various technologies to collect information automatically when you access and use the Services, including cookies, web beacons and other similar technologies. Cookies are bits of electronic information that can be transferred to

your computer or other electronic device to uniquely identify your browser. When you use the Services, we and our partners may place one or more cookies on your computer or other electronic device or use other technologies that provide similar functionality. We and our partners may use cookies to connect your activity on the Services with other information we store about you in your account profile or your prior interactions on the Services to, for example, store your preferences. The use of cookies helps us improve the quality of the Services to you, by identifying information which is most interesting to you, tracking trends, measuring the effectiveness of advertising, or storing information you may want to retrieve on a regular basis, such as your favorite homes. At any time, you may adjust settings on your browser to refuse cookies according to the instructions related to your browser. However, if you choose to disable cookies, many of the free features of the Services will not operate properly.

The pages on the Services may also include web beacons or pixels, which are electronic files to count users who have visited that page, to track activity over time and across different websites, to determine users' interactions with emails we send, to identify certain cookies on the computer or other electronic device accessing that page, or to collect other related information, and this information may be associated with your unique browser, device identifier, or Internet Protocol address. We may, for example, implement a pixel on the pages of the Services where you view a certain advertisement so that we can track whether you visit a website associated with that advertisement at a later time.

- **Third-party cookies, web beacons, and other tracking technologies.** We work with service providers to track and manage cookie information and your activities while you're using the Services and your online activities over time and across different websites and devices. For example, third parties may use cookies to deliver advertisements to you based on your visit to the Services. For additional information, please refer to the section below entitled, "Interest-Based Advertising." You may opt-out of cookie tracking and analysis from any of these service providers and advertising networks by Opting Out of Collection of Information by Third Parties, which is explained further below.
- **Mobile device and mobile browser information.** You may adjust the settings on your mobile device and mobile browser regarding cookies and sharing of certain information, such as your mobile device model or the language your mobile device uses, by adjusting the privacy and security settings on your mobile device. Please refer to the instructions provided by your mobile service provider or mobile device manufacturer.
- **Location Data.** If you enable location services on your mobile device, Square Foot Photography LLC may collect the location of your device, which we use to provide you with location-based information and advertising. If you wish to deactivate this feature, you can disable location services on your mobile device.

- **Usage logs.** We collect information about your use of our Services, including the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to our Services. We also collect information about the computer or mobile device you use to access our Services, such as the hardware model, operating system and version, unique device identifiers, mobile network information, and browsing behavior.
- **Calls and text messages.** Calls between you and Square Foot Photography LLC, or between you and third parties made through Square Foot Photography LLC (such as real estate agents you contact about a property through a form or link on our website, or using the contact information found on our website), may be recorded or monitored for quality assurance and customer service purposes. You will be notified at the beginning of a call if it may be recorded or monitored. Square Foot Photography LLC uses a third-party service provider to track phone calls and text messages between you and real estate professionals so that we and the real estate professional can access certain details about the contact. As part of this process, Square Foot Photography LLC and its service provider will receive in real time and store data about your call or text message, including the date and time of the call or text message, your phone number, and the content of the text message.
- **Public content.** You may provide information publicly through the Services, such as when you leave a review for a real estate professional, or when you contribute to discussion forums.
- **Social networks.** If you use the social networking connection functions offered through the Services, we may access all of your social network profile information that you have made available to be shared and to use it in accordance with this privacy policy. Please refer to the instructions governing your social network account to manage the information that is shared through your account.

Collection of information by third-party services. Some Services require collection of your information directly by third parties. By using such Services, you grant Square Foot Photography LLC the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. Your personal and financial information will be transferred and processed by Stripe.

Square Foot Photography LLC will not knowingly collect personally identifiable information from any person under the age of 13.

2. How Square Foot Photography LLC Uses Your Information

Square Foot Photography LLC generally uses the information collected about you to provide and improve the Services, including to:

- provide and deliver the Services, process transactions and send related information such as confirmations and invoices;
- send you technical notices, updates, security alerts and support and administrative messages;
- respond to your comments, questions and requests and provide customer service;
- communicate with you about products, services, offers, promotions, rewards and events offered by Square Foot Photography LLC and others, and provide news and information we think will be of interest to you;
- monitor and analyze trends, usage and activities in connection with our Services;
- revise, modify, and update existing Services and develop new Services;
- detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of Square Foot Photography LLC and others;
- personalize the Services and present you with advertising, content or features that we believe will be of interest or useful to you;
- facilitate contests, sweepstakes and promotions and process and deliver entries and rewards;
- link or combine with information we get from others to help understand your needs and provide you with better service; and
- carry out any other purpose described to you at the time the information was collected.

Email Management. You may receive email from Square Foot Photography LLC for a variety of reasons - for example, if you took an action through the Services, you signed up for a photo shoot, or you posted your images for editing services. If you have an account with Square Foot Photography LLC, you can select your preferences through your account settings. Also, you can manage your receipt of some types of communication by following the instructions included in the email we send you. Please note that, even if you unsubscribe from certain email correspondences, we may still need to email you with important transactional or administrative information.

3. When Square Foot Photography LLC Shares and Discloses Your Information

Your privacy is important and we are committed to protecting your information that identifies you personally. We will only share personal information that you provide outside the public areas of the Services in the following circumstances:

- **With your consent.** When you consent or direct Square Foot Photography LLC to share the personal information. This happens when you submit your information through many of our Services. For example, if you choose to contact a real estate agent, mortgage lender, investor, builder, property manager, or other real estate professional through the Services, your name, phone number, email address, and message content will appear to the recipient of the message.

Similarly, if you apply for rental housing through the Services, your application information will be sent to prospective landlords.

- **Service providers to Square Foot Photography LLC.** When Square Foot Photography LLC hires a service provider to help operate the Services or our business, Square Foot Photography LLC may give access to personal information only as appropriate to perform the service for Square Foot Photography LLC, and subject to the terms of this privacy policy. Square Foot Photography LLC always remains responsible for the privacy of your personal information that is shared with service providers.
- **Partners with whom we conduct business.** When Square Foot Photography LLC partners with other businesses to offer products and services, we may share information with those business partners only as needed to provide those products and services and only subject to the terms of this privacy policy.
- **Legal obligation or protection from harm.** When Square Foot Photography LLC has a good faith belief that access, use, preservation or disclosure of information is reasonably necessary to (a) satisfy any requirement of law, regulation, legal process, or enforceable governmental request, (b) enforce or investigate a potential violation of the Terms of Use, (c) detect, prevent, or otherwise respond to fraud, security or technical concerns, (d) support auditing and compliance functions, or (e) protect the rights, property, or safety of Square Foot Photography LLC, its users, or the public against harm.
- **Business transfers.** If and when Square Foot Photography LLC is involved in a merger, acquisition, or any form of transfer or sale of some or all of its business, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, we may share your personal information in connection with that transaction.

Square Foot Photography LLC may also share aggregated or de-identified information that cannot reasonably be used to identify you.

5. Opting Out of Collection of Information by Third Parties

Square Foot Photography LLC's third-party ad servers, ad network providers, third-party advertisers may provide you with advertisements that you may see on the Services or on other affiliated websites. To improve the relevancy and help measure the effectiveness of such advertisements, the Square Foot Photography LLC Ad Providers may use cookies, web beacons, clear gifs or similar technologies. These are used to record users' activity, such as the pages visited, and to learn what types of information are of most interest to the users. For more information regarding the choices you have about these technologies (such as opting-out), visit the [Network Advertising Initiative](#), [Digital Advertising Alliance](#), [Omniure](#), and [PrivacyChoice](#).

6. Third-Party Links and Websites

Throughout the Services, we may link to the websites of other companies and/or individuals. Further, certain functionalities on the Services may involve the distribution of your listing information to third-party websites. These third-party websites may collect information about users on those websites, and Square Foot Photography LLC's privacy policy does not extend to these external websites and third parties. Please refer directly to these third parties and websites regarding their privacy policies.

7. Security and Retention of Information

Square Foot Photography LLC takes reasonable steps to protect the information users share with us from unauthorized use, access, and disclosure, both during transmission and at rest. However, no transmission of information via the Internet nor electronic storage solution can be entirely secure, so please be aware that we cannot guarantee absolute security.

You can access, update, and delete personal information you provide to Square Foot Photography LLC in your account profile by logging into your account on the relevant Square Foot Photography LLC Service. We may maintain a copy of the original version of your information in our records.

We will retain your information for as long as necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

8. Transfer of Information to the United States

Square Foot Photography LLC is based in the United States and you acknowledge that the information we collect is governed by U.S. law. By accessing or using the Services or otherwise providing information to us, you consent to the processing, transfer, and storage of information in and to the United States, where you may not have the same rights and protections as you do under local law.

9. Government and Private Party Information Requests

Square Foot Photography LLC occasionally receives various forms of legal process from government agencies and private parties requesting information about Square Foot Photography LLC users. Before we produce information, we will attempt to notify affected users and give them an opportunity to object unless notification is prohibited by law or if we believe that notification would create a risk of harm or be otherwise counterproductive.

10. Contacting Square Foot Photography LLC

If you have any questions about this privacy policy, or the privacy practices of Square Foot Photography LLC, please email us at [Sales@Square Foot Photography.com](mailto:Sales@SquareFootPhotography.com), or you can write to us at:

Square Foot Photography LLC

Attn: Consumer Care

2201 Guadalupe St. Suite 8655 78713

Austin, Tx 98101

11. Changes to this Privacy Policy

Please note that this policy may be amended from time to time. You should check back for the most current version before relying on any of the provisions in this privacy policy. We will provide notice of material changes to the policy, either by posting a notice on our websites, by sending an email, or some other reasonable method.