

TERMS OF SERVICE AGREEMENT

The terms and conditions set forth herein supersede, replace and reflect the complete understanding between the Client and Extreme Air Shots™ (EAS). These terms cannot be modified unless in writing.

Deposit Information

Client is responsible for making a deposit with EAS for 50% of the total amount of the Purchase Agreement before EAS can schedule the work to be done. This deposit is non-refundable unless EAS fails to perform as agreed. Deposit must be received at least 24 hours after the Purchase Agreement is finalized. If deposit is not received within 24 hours of the Purchase Agreement, EAS reserves the right to change the projected shooting date.

Scheduling

Services will not be scheduled until Client's deposit is received. Once scheduled, Client will receive confirmation of the mutually agreed shooting date. If Client reschedules within 24 hours of confirmed shooting time, Client is responsible for a \$45.00 rescheduling fee.

Final Invoice

A final invoice will be issued after all work is completed and delivered, and final payment must be received by EAS within 30 days. All invoices are due and payable upon receipt. Any use of photos taken by EAS is strictly prohibited until after final invoice and all sums owed are paid in full. If payment is received by EAS after 30 days, any discounts shown shall be null and void and past due charges shall accrue at the greater of 1.75% per month, or the highest percentage allowed by law. The final invoice will reflect the balance owed for the job according to the Purchase Agreement, as well as any additional services requested by Client.

Methods of Payment

Credit Card Payments may be made over the phone or online using your customer id.

Checks are made to:
Extreme Air Shots LLC
2306 W. 11th Street.
Austin, TX 78703

File Delivery

All final photos will be available for download at www.extremeairshots.com. The Client can log in with their *customer id* and *password* on the "My Account" page to download their files. EAS guarantees access to these files up to 60 days after the shoot.

Client Responsibilities

Properties will be photographed "as is". Client is responsible for any preparations necessary to ensure the property is ready to be photographed, including accessibility to property. For ground based aerial photos, Client must make reasonably sure that elevated photos can be taken at their location before engaging EAS™ to travel to that location. If upon arrival EAS™ finds that elevated photos are not possible (for example due to trees, power lines, etc.), EAS™ will take photos from the highest possible level above ground and Client will be responsible for payment as agreed whether or not such photos are suitable for the intended purpose.

Client and EAS™ Rights to Digital Photos

EAS retains sole copyright ownership of all photos taken by EAS. Client may use photos for current marketing purposes. Exclusive rights to the photos or shared rights may be purchased for an additional charge. Any other use of photos taken by EAS is strictly prohibited without the express written consent of EAS.