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# Terms of Service

154 Photography (Snaptera Texas, LLC d/b/a 154 Photography and 154 Photography, LLC)

Effective Date: January 25, 2026

Last Updated: January 25, 2026

These Terms of Service (“Terms”) are a legal agreement between you (“Client,” “you”) and **Snaptera Texas, LLC**, which operates under the assumed business names “**154 Photography**” and “**154 Photography, LLC**” (collectively, “154 Photography,” “Company,” “we,” “us,” or “our”). **Snaptera, LLC** is the parent company of Snaptera Texas, LLC. These Terms apply to your use of **154photography.com** (the “Site”), scheduling and purchasing through **portal.154photography.com** (the “Portal”), and all services and deliverables provided by 154 Photography (“Services” and “Media”).

By accessing the Site, using the Portal, placing an order, or otherwise retaining our Services, you agree to these Terms. If you do not agree, do not use the Site or Portal and do not book Services.

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## 1) Definitions

- **Services:** Real estate media services including still photography, aerial/drone, video, 3D tours, floor plans, virtual staging, and editing/retouching.
- **Media:** All deliverables produced by 154 Photography, including photos, video, 3D scans, floor plans, and edited/staged versions.
- **Listing Marketing Purpose:** Use intended to market, advertise, and sell/lease the specific property for which Services were ordered, including common real estate marketing channels (MLS, brokerage websites, syndication sites, social platforms, flyers, postcards, email campaigns, digital ads, and property websites).
- **Idle Time:** 90 consecutive days with no access activity (views/downloads) on hosted Media through our hosting system (as tracked by our hosting provider).
- **Business Day:** Monday-Friday excluding major holidays.

## 2) Services and Scheduling

154 Photography provides Services as selected in the Portal and/or as agreed in writing. Appointment times are reserved once confirmed. We reserve the right to decline, pause, or reschedule Services where conditions are unsafe, access is not available, the scope differs materially from what was booked, or circumstances outside our control prevent completion.

## 3) Property Access, Readiness, and On-Site Expectations

### 3.1 Access

Client is responsible for ensuring timely access to the property at the scheduled time (lockbox/SUPRA, gate codes, occupant coordination, etc.). We will wait up to **15 minutes** from the scheduled start time. If access is still unavailable after that, the appointment may be treated as a **late cancellation**. If Client remedies the issue and requests a new appointment time, we may treat it as a **late reschedule** rather than a cancellation, depending on timing and availability (see Section 6).

### 3.2 Readiness (including utilities)

Client is responsible for ensuring the property is ready to be photographed (clean, staged as desired, and with areas accessible). **Working electrical service and interior lighting are required for any indoor shoot**. If power is off, lighting is not functional, or utilities are otherwise insufficient, we may (a) capture exterior-only content, (b) reschedule, or (c) treat the appointment as a late cancellation or late reschedule depending on circumstances and timing. We do not clean, stage, move personal property, or perform repairs unless explicitly agreed in writing.

### 3.3 Safety and conditions

We may refuse to enter or stop work if conditions are unsafe or unreasonable, including (by example) aggressive animals, hazardous materials, severe structural hazards, illegal activity, or environments that present a safety risk. If work cannot be completed due to unsafe conditions, the appointment may be treated as a late cancellation and subject to applicable fees.

## 4) Deliverables, Turnaround Times, and Revisions

### 4.1 Delivery method

Media is delivered through the Portal and/or a delivery link.

#### 4.2 Standard turnaround times

Unless otherwise stated at booking or in writing, the following standard timelines apply. **Turnaround begins on the day of the appointment (capture date)** for capture-based services, and on the date we receive all required inputs for editing/staging requests, whichever is later:

- **Next Business Day:** All photography services, including real estate photography, drone/aerial photography, Matterport/3D capture, and Express Staging.
- **Two Business Days:** Floor plans; object removal requests.
- **Three Business Days:** Video; Custom staging; Custom editing/advanced retouching requests.

#### 4.3 Included standard edits

All photography sessions include standard real estate edits designed for MLS-ready results, including (by example) HDR/exposure blending, color balancing, blue sky enhancement (as appropriate), green grass enhancement (as appropriate), and removal of curbside trash cans and small exterior real estate clutter (where reasonably possible).

#### 4.4 Additional paid edits (examples)

- **Twilight Conversion:** available for an additional fee; delivered next business day.
- **Object Removal:** vehicle removal, interior clutter, boxes, furniture removal, and similar complex removals; additional fee; delivered within two business days.
- **Other custom/advanced edits:** additional fee; typically delivered within three business days depending on scope.

#### 4.5 Revision and correction policy

If you believe there is a technical issue with delivered Media (for example, a file issue or an obvious processing error), contact us promptly and we will review and correct if appropriate. Requests that constitute additional work beyond standard edits (Section 4.3) are treated as paid edits (Section 4.4) or a return visit (Section 4.6).

#### 4.6 Return visit / return-to-property

If we must return to the property after the initial session for reasons outside our control (lack of access, property not ready, changes requested after completion, missed areas due to blocked access, etc.), a return visit fee and/or additional charges may apply.

## 5) Fees, Payment, and Taxes

Pricing is shown in the Portal and/or on the Site pricing page. Client agrees to pay all fees associated with Services selected, including add-ons selected, travel fees (if applicable), and applicable taxes. If a payment fails or an invoice is overdue, we may suspend delivery, hosting access, or future bookings until paid.

## 6) Cancellation, Reschedule, Access Failures, and No-Shows

To be fair to all clients and to protect reserved appointment times:

- **More than 24 hours before the appointment:** Cancel: no charge; Reschedule: no charge.
- **Less than 24 hours before the appointment:** Cancel: **\$100**; Reschedule: **\$50**.

**No-shows and access failures:** If we arrive and cannot complete the session due to Client no-show or inability to access the property (including lockbox/SUPRA issues, gate codes, occupant refusal, etc.), the appointment may be treated as a late cancellation. If Client remedies the issue and requests a new appointment time, we may treat it as a late reschedule (rather than a cancellation), and the reschedule fee

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may apply.

## 7) Weather, Restricted Airspace, and Aerial Limitations

### 7.1 Weather

If weather conditions may affect Services (especially aerial/drone or exterior-focused work), we will make a reasonable effort to contact Client the morning of the appointment to discuss options. If Client chooses to reschedule due to weather and notifies us that morning, we will attempt to reschedule without a fee (subject to availability). If Client chooses to proceed despite weather, or is unreachable, we will provide **best-effort Services** based on conditions and safety.

**Best-effort** means we will capture what is safely possible under existing conditions and within the scope booked, but we cannot guarantee specific shots, exterior lighting conditions, or aerial operations when weather limits safe or lawful work.

### 7.2 Restricted airspace (drone/aerial)

If a property is in restricted airspace that prevents lawful or safe drone operation, we will cancel aerial portions and refund or otherwise compensate Client for aerial services, which may include substituting comparable value (for example, a Matterport scan instead of aerial photos), as agreed with Client.

## 8) Property Size Accuracy

Client is responsible for entering the correct property size when booking. We generally rely on Client-provided information; however, if our photographer reasonably believes the property size was materially misrepresented, we may verify square footage using county tax records (or equivalent authoritative records) and adjust pricing accordingly (including charging or refunding the difference).

## 9) Copyright Ownership and Licensing

### 9.1 Copyright

All Media is copyrighted and owned by Snaptera Texas, LLC d/b/a 154 Photography unless explicitly transferred by a separate written agreement.

### 9.2 Standard license (included)

Unless Client purchases exclusive rights (Section 9.5), we grant Client a **non-exclusive, non-transferable, limited license** to use the Media solely for Listing Marketing Purposes for the specific property associated with the order.

- Publish Media to MLS and MLS syndication partners.
- Share Media with the seller/homeowner, Client's brokerage/team, and Client's authorized marketing vendors solely to market the listing.
- Use Media in listing presentations, flyers, postcards, email campaigns, social posts/ads, property websites, and similar channels tied to marketing the property.

### 9.3 What "non-transferable" means

Client may not sell, sublicense, assign, or transfer the Media (or the license) to another party for that party's independent use. Not permitted without additional licensing includes (by example):

- Use by builders, architects, designers, stagers, vendors, or other third parties for their general marketing, portfolio, or promotional use unrelated to the listing.
- Use in stock libraries or resale marketplaces.
- Use on packaging, templates, or commercial campaigns not tied to marketing the specific property.

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#### **9.4 Editorial / publication use outside listing marketing**

The standard license does not include editorial, publication, or feature use that is not intended to market the property for sale/lease. If a publication or media outlet requests rights, or if Client wants to use the Media as part of broader promotional exposure unrelated to selling/leasing the property, additional licensing is required. Contact us and we will provide licensing terms.

#### **9.5 Optional exclusive rights**

If Client purchases exclusive rights, the scope, duration, and limitations will be defined in a separate written agreement and fee schedule. Unless that agreement explicitly states otherwise, copyright remains with 154 Photography.

#### **9.6 Our portfolio and marketing use**

Unless Client purchases exclusive rights that specifically restrict our portfolio use, Client agrees we may use Media for our portfolio, website, social media, and marketing materials. We will not publish access codes or sensitive property information.

## **10) Hosting, Access, and Archiving**

### **10.1 Standard hosting of delivered Media**

We host delivered Media indefinitely as a convenience to Client. Media may be deactivated after 90 days of idle time. If deactivated, Client may contact us to reactivate access at no charge.

### **10.2 Matterport / 3D tour hosting**

For Matterport (or similar 3D tours), hosting is included for one (1) year from delivery unless otherwise specified. Continued hosting is available for \$50 per year thereafter if Client requests extension.

### **10.3 Hosting limitations**

Hosting depends on third-party infrastructure and platform availability. We are not responsible for outages caused by hosting providers, but we will make reasonable efforts to restore access when possible.

## **11) MLS Upload (Matrix Service Area Only)**

If offered, MLS upload is available only within the Matrix MLS service area (Houston market). MLS upload availability may be limited by MLS rules, file limits, timing, and information provided by Client.

## **12) Communications and Privacy**

### **12.1 Transactional communications only**

We do not send marketing emails or marketing SMS messages unrelated to a Client-initiated appointment. By booking Services, Client agrees we may contact them only as needed to support the booked appointment, including confirmations/reminders, access coordination, delivery notifications, invoices/receipts, and service-related support.

### **12.2 No sale of contact information**

We do not sell Client contact information.

### **12.3 Privacy Policy**

Our handling of personal information is described in our Privacy Policy.

## **13) Third-Party Platforms and Tools**

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The Portal, payment processing, hosting, Matterport, and delivery tools may be provided by third parties. Client acknowledges that third-party terms and privacy policies may also apply when using those services.

## **14) Warranty Disclaimer**

Services and the Site/Portal are provided on an “as is” and “as available” basis. While we maintain professional standards and consistent practices, we do not guarantee the Site/Portal will be uninterrupted or error-free.

## **15) Limitation of Liability**

To the fullest extent permitted by law, 154 Photography’s total liability for any claim relating to the Services, Site, Portal, or Media will not exceed the amount paid by Client for the specific order giving rise to the claim. We will not be liable for indirect, incidental, special, consequential, or punitive damages (including lost profits, loss of business, or loss of data), even if advised of the possibility.

## **16) Indemnification**

Client agrees to indemnify and hold harmless 154 Photography and its owners, employees, and contractors from claims, damages, liabilities, and expenses (including reasonable attorneys’ fees) arising out of Client’s misuse of the Media, Client’s violation of these Terms, or Client’s violation of third-party rights resulting from Client’s distribution or use.

## **17) Force Majeure**

154 Photography will not be liable for delays, interruptions, or failure to perform caused by events beyond our reasonable control, including (by example) severe weather, natural disasters, fire, power outages, internet/telecommunications outages, government action, restricted airspace constraints, labor disruptions, acts of terrorism, civil unrest, public health emergencies, or illness/injury that prevents safe performance. In such cases, we will make reasonable efforts to notify Client and reschedule or otherwise provide a fair resolution consistent with these Terms.

## **18) Governing Law and Venue**

These Terms are governed by Texas law. Venue for disputes shall be in a court of competent jurisdiction located in Texas, unless otherwise required by law.

## **19) Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

## **20) Changes to These Terms**

We may update these Terms from time to time. Updated Terms will be posted on the Site and/or Portal with a new effective date. Continued use after changes means acceptance.

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## 21) Contact

**154 Photography (Snaptera Texas, LLC d/b/a 154 Photography and 154 Photography, LLC)**

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