



This Agreement, and all of the applicable documents referred to in this Agreement (collectively, the “Agreement”), is a legal agreement between Users and Registrants of CricketPix Real Estate Photography, (“You” and “Your” and “Users”) and CricketPix Real Estate Photography, (“CricketPix Real Estate Photography”) a Tennessee sole proprietorship governing the use of the Site whether visiting or registering, purchasing products and services, or making any other use of this site.

By using the CricketPix Real Estate Photography Website, (the “Site”) You agree to be bound by these Terms of Service (this “Agreement”), whether or not You register on the Site. If You wish to register and make use of the CricketPix Real Estate Photography services (the “Services”), please read these Terms of Service. If You object to anything in this Agreement or the CricketPix Real Estate Photography Privacy Policy, do not use the Site or the Service. The Terms of Service are subject to change by CricketPix Real Estate Photography at any time, effective upon postings on the CricketPix Real Estate Photography Site, and Your use of the Service after such posting will constitute acceptance by You of such changes.

By selecting the “I Agree” box and/or accessing or using any part of the Site, You agree that You have read, understood, and agreed to be bound by this Agreement and will comply with all of the terms and conditions of this Agreement. If You do not agree to be bound by this Agreement, You are not permitted to access or use any part of the Site or its Services.

1. Acceptance of Terms of Service Agreement

a. Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of Your use of the Site and registration therein. This Agreement may be modified by CricketPix Real Estate Photography from time to time, such modifications to be effective upon posting by CricketPix Real Estate Photography on the Site. This agreement includes CricketPix Real Estate Photography’s Privacy Policy and any notices regarding the Site. By accessing the Site or registering on the Site, You accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

b. Electronic Form. By accessing the Site or registering on the Site, You consent to have this Agreement provided to You in electronic form.

c. Non-electronic Copy. You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after You

electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to cricketpixphotography@gmail.com or a letter and self-addressed stamped envelope to: CricketPix Real Estate Photography, 101 Marywater Ln., Oak Ridge, TN 37830

d. Electronic Communications Notices

The information communicated on this Site constitutes an electronic communication. You agree that CricketPix Real Estate Photography may communicate electronically and that such communications, as well as notices, disclosures, agreements, and other communications that CricketPix Real Estate Photography provides to You electronically, including without limitation by posting on the Site or by email at the address designated by You, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by CricketPix Real Estate Photography. Notices and communications to CricketPix Real Estate Photography must be sent to CricketPix Real Estate Photography at: CricketPix Real Estate Photography, 101 Marywater Ln., Oak Ridge, TN 37830.

e. **Withdrawing Your Consent.** You have the right at any time to withdraw Your consent to have this Agreement provided to You in electronic form.

(i) **Effect.** Should You choose to withdraw Your consent to have this Agreement provided to You in electronic form, we will discontinue Your then-current username and password. This means that You will not have the right to use the Service unless, and until, we issue You a new username and password. We only will issue You a new username and password after we receive a signed copy of a non-electronic version of this Agreement, which we will send to You upon request.

(ii) **Prospective Nature.** Your withdrawal of consent shall be effective within a reasonable time after we receive Your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, You prior to the effective date of Your withdrawal.

e. **Access and Retention.** In order to access and retain this electronic Agreement, You must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, You must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for Your records. To retain an electronic copy of this Agreement, You may save it into any word processing program. Via the Site, we will notify You of any changes in the hardware or software requirements needed to access and/or retain this Agreement that create a material risk that You will not be able to continue to access and/or retain this electronic Agreement.

2. Eligibility

You must be at least eighteen (18) years of age to register at CricketPix Real Estate Photography Site or use the Site. By using the Site, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. Term

This Agreement will remain in full force and effect while You use the Site and/or are registered on the Site. You may terminate Your registration and/or subscription at any time, for any reason, by following the instructions in Your account settings, or by sending CricketPix Real Estate Photography written notice of termination to CricketPix Real Estate Photography Termination, 101 Marywater Ln., Oak Ridge, TN 37830 or email notice of termination to cricketpixphotography@gmail.com. CricketPix Real Estate Photography is not required, and may be prohibited, from disclosing a reason for the termination of Your account. Even after Your registration is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

4. Account Security

You are responsible for maintaining the confidentiality of the username and password that You designate during the registration process, and You are fully responsible for all activities that occur under Your username and password. You agree to (a) immediately notify CricketPix Real Estate Photography of any unauthorized use of Your username or password or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. CricketPix Real Estate Photography will not be liable for any loss or damage arising from Your failure to comply with this provision. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

5. Privacy Policy.

CricketPix Real Estate Photography values Your privacy. Please review the Privacy Policy at www.CricketPixPhoto.com/privacypolicy which describes CricketPix Real Estate Photography privacy policies in detail, including the kind of information CricketPix Real Estate Photography collects, how CricketPix Real Estate Photography uses the information collected, and how CricketPix Real Estate Photography protects You.

6. Photographic Materials & Artistic Rights

No photographic materials will be released until the agreed upon amount is paid in full. The Client will use the photographic materials in accordance with a Commercial License. The Photographer retains the right of discretion in selection and processing of the photographic materials released to the Client. All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, will be the exclusive intellectual property of the Photographer. If necessary, Client will execute any documents and undertake any other reasonable action necessary to effectuate or memorialize ownership of all intellectual property by the Photographer.

Proprietary Rights. CricketPix Real Estate Photography owns and retains all proprietary rights in the Site and the Service. The Site contains the copyrighted material, trademarks, and other proprietary information of CricketPix Real Estate Photography, and its licensors. Except for that information which is in the public domain or for which You have been given written permission, You may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

7. Copyright & Commercial License Terms

CricketPix Real Estate Photography solely and exclusively owns all intellectual property and other rights, title and interest in and to the Services and the Site. CricketPix Real Estate 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 to You through the Services of this Site are solely and exclusively owned by CricketPix Real Estate Photography. As such, CricketPix Real Estate 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 CricketPix Real Estate 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 CricketPix Real Estate 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.

Photographer grants Client a license to reproduce, publicly display, and distribute the photographs for promotional and advertising purposes directly related to, and for the exclusive purpose of, listing the Property for sale or lease. Use of the photographs for any purpose not directly relating to the sale of the Property, Client must receive express written permission from the Photographer and pay additional fees, unless otherwise agreed to in writing. Client agrees to distribute the photograph(s), through Internet Usage and Physical Usage in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer. Further, the Client agrees not to utilize the photograph(s) in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer.

Internet usage ("Internet Usage") includes digital distribution of the photographs for use on Client's website, email marketing, broadcast program and related social media business platforms (e.g. Facebook, Twitter, Instagram) for the Client's advertisement of the Property listing. Client may upload photographs to any Multiple Listing Service ("MLS") website solely for promotion of the property during the Term of this Agreement. Regardless of any conditions of the MLS, at no time does this Agreement grant Client the right to transfer copyright, or any other exclusive rights as provided by 17 U.S.C. § 106. Photographs may contain copyright management information (CMI) at the discretion of the Photographer in the form of either 1) a copyright notice ©, and/or 2) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the Parties. Removing and/or altering such information is prohibited and constitutes violation of the Digital Millennium Copyright Act (DMCA) and Client will be responsible to the Photographer for any penalties and awards available under the statute. Client is responsible for ensuring that the photographs are removed from the MLS databases at the expiration of this Agreement.

Physical usage ("Physical Usage") includes physical reproductions of the photographs for use in physical marketing activities (e.g. brochures, business cards, wall displays, and billboards) for the purposes of advertising the Property listing. Client may not use the photograph(s) in merchandise or products for resale. Physical Usages are unlimited. Client may not use the content in any manner that allows others to download, redistribute or extract content as a standalone file.

Client may not falsely represent to be the original creator of the photograph(s). Unless otherwise specified, licensing of the photographs is limited to a term of either one (1) year from the date of execution of this Agreement, or Agreement will terminate automatically at the termination of Client's representation of the Property, whichever occurs first. Further use

of photographs outside of the licensing term will require Photographer's written permission and additional fees.

Client may modify the images in commercially reasonable manners to facilitate distribution of the photographic materials as identified in this Agreement. Modifications are limited to resizing, cropping and resolution adjustment to fit the distribution platform requirements.

Client will promptly call to the attention of Photographer the use of the photographs by any third-party which Client considers to be an infringement. Photographer and Client shall consult one another as to whether proceedings shall be brought against such third parties. In the event that Photographer and Client decide that action should be taken against such third parties, Photographer may take such action in their own name or, alternatively, Photographer may authorize Client to initiate such action in Photographer's name. Licensee and Licensor agree to cooperate fully with one another to whatever extent it is necessary to prosecute such action, all expenses being borne by Photographer and all damages that may be recovered being solely for the account of Photographer.

These Commercial License Use terms survive any modification or termination of this Agreement, unless expressly revoked by Photographer.

8. Registration on the Site

In order to be a client of the Site and be provided the Site's Services, You must register through the Site via the online registration process. During the registration process, you agree to provide CricketPix Real Estate Photography with accurate and complete contact information. You also agree to promptly notify CricketPix Real Estate Photography if any of this information changes.

You agree to select a password upon registration. You are responsible for all use of this password, including without limitation, any use by any unauthorized third party. You agree to notify CricketPix Real Estate Photography immediately if You believe this password is or has been obtained or used by any unauthorized person or entity. In addition, You agree to notify CricketPix Real Estate Photography immediately if You become aware of any other breach or attempted breach of the security of CricketPix Real Estate Photography.

9. Customer Service

CricketPix Real Estate Photography provides assistance and guidance through its Client Services Representatives. When communicating with our Client Services Representatives, You may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially

offensive, or otherwise behave inappropriately. If we feel that Your behavior towards any of our Client Services Representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate Your registration.

10. Modifications to Service

CricketPix Real Estate Photography reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that CricketPix Real Estate Photography shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service.

11. Blocking of IP Addresses

In order to protect the integrity of the Service, CricketPix Real Estate Photography reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Site.

12. Disclaimers

CricketPix Real Estate Photography is not responsible for any incorrect or inaccurate Content posted on the Site or in connection with the Service, whether caused by employees of CricketPix Real Estate Photography or the equipment or programming associated with or utilized in the Service. CricketPix Real Estate Photography assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User accounts and communications. CricketPix Real Estate Photography is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will CricketPix Real Estate Photography or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Site or the Service. CricketPix Real Estate Photography cannot guarantee and does not promise any specific results from use of the Site and/or the Service.

13. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because CricketPix Real Estate Photography has no control over such sites and resources, You acknowledge and agree that CricketPix Real Estate Photography is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that CricketPix Real Estate Photography shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.

14. Limitation on Liability

Except in jurisdictions where such provisions are restricted, in no event will CricketPix Real Estate Photography be liable to You or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from Your use of the Web site or the Service, even if CricketPix Real Estate Photography has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, CricketPix Real Estate Photography's liability to You for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by You to CricketPix Real Estate Photography for the Service during the term of Your registration.

15. Jurisdiction and Choice of Law

If there is any dispute arising out of the Site and/or the Service, by using the Site, You expressly agree that any such dispute shall be governed by the laws of the State of Tennessee, without regard to its conflict of law provisions, and You expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Tennessee, in Oak Ridge or Anderson County, for the resolution of any such dispute.

16. Indemnity by You

You agree to indemnify and hold CricketPix Real Estate Photography, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, damages, costs, or demands of any nature, including reasonable attorney's fees, made by any third party due to or arising out of Your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of Your

representations and warranties set forth above. Claims against CricketPix Real Estate Photography for the delivered artistic works must be brought to our attention within two (2) calendar days from date of delivery. At that time, the Client waives any right to submit a claim to CricketPix Real Estate Photography for reimbursement of any fees previously paid or for a waiver or forgiveness of any fees that may still be outstanding.

17. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

18. Terms Related to Specific Services and Products Offered by CricketPix Real Estate Photography on the Site.

Services

CricketPix Real Estate Photography offers “Services by Square Footage” of the property, in addition to a variety of “Add-On” services. CricketPix Real Estate Photography reserves the right to use third parties for the completion of any or all of the Services provided within its list of services.

CricketPix Real Estate Photography also provides “Add-ons” as part of its Services. For a complete list of “Services” as well as “Add-On” services, please visit www.CricketPixPhoto.com.

CricketPix Real Estate Photography reserves the right to decide how many photos are necessary for each property, dependent upon the unique situation of each property.

Payment

A valid credit card must be received at the time of order. If a valid form of payment is not received when the Services are ordered on the Site, service will not be performed, until and unless terms have been agreed to and extended by contract prior to the time of order.

CricketPix Real Estate Photography will bill Your credit card upon completion of Services for all charges and Services unless otherwise agreed to in writing prior to the completion of your order. After services are completed, your credit card may be charged again if you have incurred additional fees due to circumstances including but not limited to cancellation,

reshoots, travel fees, 'no show' fees and/or upgrades to your chosen services elected after the initial order was placed.

Prices listed on the Site are for residential properties only. Commercial properties are subject to different pricing. Contact CricketPix Real Estate Photography for more information. Pricing for CricketPix Real Estate Photography Services are subject to change at any time.

In the event that CricketPix Real Estate Photography must pursue legal action in order to collect on balances due, You agree to reimburse CricketPix Real Estate Photography for all expenses incurred to recover any and all sums due, including but not limited to all attorney's fees and other expenses.

CricketPix Real Estate Photography bills You through an online account (Your "Billing Account") for use of the Service. You agree to pay CricketPix Real Estate Photography all charges at the prices then in effect for any use of the Service by You or other persons (including Your agents) using Your Billing Account, and You authorize CricketPix Real Estate Photography to charge Your chosen payment provider (Your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. CricketPix Real Estate Photography reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

The terms of Your payment will be based on Your Payment Method and may be determined by agreements between You and the financial institution, credit card issuer or other provider of Your chosen Payment Method (the "Payment Method Provider"). If CricketPix Real Estate Photography does not receive payment from Your Payment Method Provider, You agree to pay all amounts due on Your Billing Account upon demand.

CricketPix Real Estate Photography offers clients the ability to keep credit card information on file with CricketPix Real Estate Photography. This service is provided to Users for no other reason than Your convenience. CricketPix Real Estate Photography will not under any circumstances bill your credit card for charges that you do not authorize, however, by keeping your credit card on file with CricketPix Real Estate Photography by providing such information at www.CricketPixPhoto.com, you grant CricketPix Real Estate Photography the right to bill your credit card directly for Services that you ask CricketPix Real Estate Photography to perform. CricketPix Real Estate Photography keeps your information secure and will not under any circumstances allow for the unlawful or unauthorized use of your credit card information. CricketPix Real Estate Photography is not responsible, however, for malicious attacks or theft that result in credit card information being transferred to another party without the consent of CricketPix Real Estate Photography, unless such illegal acts shall occur as a result of negligence by CricketPix Real Estate Photography.

Scheduling

After your order is placed, a CricketPix Real Estate Photography representative will contact you either via telephone or email in order to confirm Your photo shoot. CricketPix Real Estate Photography is not liable in any way if CricketPix Real Estate Photography cannot get in touch with You in the event that You provided inaccurate contact information during the registration process or if you are unavailable or for any other reason.

Unless access to the property is otherwise arranged, the agent or homeowner, or their representative, must be present at the time of the photo shoot. CricketPix Real Estate Photography is not responsible for inaccessible properties and reserves the right to charge cancellation, reschedule, reshoot, or travel fees as a result of property inaccessibility.

If the property is occupied by a tenant, the agent or property owner, or their representative, must be present during the photo shoot. CricketPix Real Estate Photography reserves the right to cancel the photo shoot if the agent or the property owner, or their representative, is not present. Further, CricketPix Real Estate Photography reserves the right to charge cancellation, reschedule, reshoot, and/or travel fees as a result of having to cancel the photo shoot due to the agent or property owner, or their representative, failing to be present.

Property Preparation, Pets & Requests

It is the Client's and/or homeowner's responsibility to ensure that the listing is ready for photographs prior to the scheduled shoot time. Properties will be photographed "as is". CricketPix Real Estate Photography will not be responsible for any staging, cleaning, dusting, moving of furniture or any other items or any other tasks necessary for the property to be ready for photographs.

Client and/or homeowner will ensure any pets are contained during the session, and no pets will be included in the photographs. Client will alert CricketPix Real Estate Photography prior to the session if pets will be present in the property during the session. If the homeowner is not available to monitor pets, then pets should be secured in a pet kennel or other enclosure. The Photographer is not responsible for moving pets, pet kennels or other pet enclosures.

Photographer will be photographing through the entire home. The photographer will work to include any special amenities of each home. However, it is the client's responsibility to be specific about anything "extra" that should be photographed. Client should include these in the designated area on the order form during the initial order process. Utility rooms, closets and garages are usually not included unless specifically requested by the Client. If neither agent nor homeowner is present at the time the Services are scheduled to be performed, and the agent nor homeowner has made prior

requests related to shot selection, all shots taken will be at the discretion of the photographer.

Distribution of Services and Products

After a shoot is completed and the photos are processed, the photos and tours will be uploaded to the CricketPix Real Estate Photography website. An email containing a link to the photos and Services will be sent to the contact on file. CricketPix Real Estate Photography is not responsible for emails not received, but will make any attempt to rectify this situation by sending emails to the appropriate party once notified that the initial email was not received.

In the event that a listing sells between the time the photos are taken and the time they are distributed to the agent and/or property owner, payment in full is still be due immediately.

Internet Distribution and Display

All clients understand and agree that all photos displayed on the internet are the property of CricketPix Real Estate Photography. Moreover, all properties that are photographed and uploaded to the internet may be available for public viewing. In the event that an agent or homeowner's contact information is attached to these listings, it may be displayed online for public viewing.

CricketPix Real Estate Photography reserves the right to send your property information and photos to other real estate websites and portals in order to generate more exposure for your listings. If you do not wish for such distribution, you must request that we do not send your listing data to any third parties.

Additional Fees

CricketPix Real Estate Photography reserves the right to charge additional fees due to cancellations, rescheduling, travel time, and reshoots.

If the Client fails to show or provide appropriate access, there is a \$300 cancellation fee, due immediately. Cancellations or Rescheduling after 5:00PM EST the day prior to the scheduled shoot will result in a Cancellation Fee of \$200, minus any initial payments, and is due immediately. CricketPix Real Estate Photography reserves the right to charge a \$100 scheduling fee for any Client that has cancelled a session more than 2 times in a 3 month period with less than 15 hours of the agreed upon session time. This scheduling fee is in addition to any services ordered and is non-refundable.

Cancellations or Rescheduling will be honored for a full refund of any initial payment made up to 5:00PM EST the day prior to the scheduled shoot. In the event that the weather conditions are not desirable, the session will need to be rescheduled and any reschedule fee will be waived. Due to liability and equipment damages, this decision will be at the sole discretion of CricketPix Real Estate Photography.

Once the Photographer has photographed a home, cancellations/reschedulings will not result in a refund.

Travel Fees may be charged if properties are outside of CricketPix Real Estate Photography's Service Area. Please See the Service Area map found at CricketPixPhoto.com for detailed maps of our Service Area. In the event that a travel fee is charged, the fee will be disclosed to You no later than when the shoot is scheduled.

19. Safe Working Environment

In a situation where the Client creates an unhealthy, stressful, negative, unethical, emotionally difficult, or constraining working relationship with the Photographer, such that the Photographer feels they can no longer do their job effectively for the Client, the Photographer has the right to exit this Agreement and must refund all monies paid by the Client, including any payments remitted. The Client agrees to undertake the best efforts to ensure that any session location attendees within Client's control treat the Photographer and the Photographer's staff with respect and dignity and that the Photographer is provided with a safe working environment. Should an issue arise, the Photographer will make reasonable effort to contact the Client and/or the Client's broker to handle the matter. If the situation is not remedied in a reasonable amount of time, the Photographer retains the right to cancel the remainder of the session and all monies will be forfeited without further responsibility by Photographer. Safe working environment issues include but are not limited to physical known or unknown hazards, attendees or other vendors committing any instances of sexual harassment, violence, threats, or other similar behavior that would lead a reasonable person to feel unsafe in such an environment. In the event of such cancellation the Client will not be entitled to any refund.

20. Independent Contractor

Nothing herein will be deemed to constitute a partnership or joint venture between the Client and Photographer. In entering into this Contract, and in providing services the Photographer has the status of an Independent Contractor and nothing herein contained will contemplate or constitute an agent or employee relationship and neither the Photographer nor Client will have any authority to bind the other in any way. In the event a third-party Independent Contractor is hired for services and/or products for the photographic session, the Client

agrees that Photographer will not be liable for any actions committed by the Independent Contractor, or for products provided by such Contractor. Client agrees to indemnify and hold harmless Photographer for the same. Client acknowledges the need to communicate with the Independent Contractor regarding any allergies to any product provided by the Contractor and agrees to communicate with Independent Contractor regarding the provision of services by the Contractor. The Client will retain full responsibility for failing to provide feedback on any services prior to or during the session. The session will not be re-photographed due to dissatisfaction in these services without prior notice.

21. General

Neither this Agreement, nor any of Your rights or obligations pursuant to this Agreement or regarding use of the Site or Service, is assignable or transferable by You without the prior written consent of CricketPix Real Estate Photography which shall be in its sole discretion. Any attempted assignment without CricketPix Real Estate Photography consent is void and of no force or effect. This Agreement is binding upon each party of this Agreement and their successors and permitted assigns.

No failure or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege under this Agreement. This Agreement may not be modified except as expressly provided within the Agreement.

This Agreement contains the entire agreement between You and CricketPix Real Estate Photography regarding the use of the Site and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Please contact us with any questions regarding this agreement.

If you have questions or concerns regarding this Agreement, the practices of CricketPix Real Estate Photography, or your dealings with the Site, please contact us by clicking on 'Contact Us' at:

<http://www.CricketPixPhoto.com>

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.