

Terms of Service for Purple Circle Media

1. Copyright and Usage Rights for Real Estate Listing Media

- Purple Circle Media retains copyright for all digital images created or displayed on this website. Real estate brokers/agents (hereinafter referred to as the "Client") who have paid for images are granted a non-exclusive license to use the images for promoting the listed property across any media while managing the listing.
- The license terminates when the property is sold, the listing expires, or is withdrawn.
- Clients are prohibited from editing, altering, giving, licensing, or selling the images to any third party including property owners, other brokers or agents, builders, architects, stagers, or any other vendor without explicit written permission from Purple Circle Media, except for minor cropping or resizing.

1a. Copyright and Usage Rights for Shared Created Media

- A. Studio Leased Usage: As part of the lease agreement for our studios, Purple Circle Media and the lessee (hereinafter referred to as "Creator") shall share full licensing rights to any media created within the studio premises. This arrangement allows both parties to use, reproduce, distribute, display, and perform the media in connection with their respective businesses, provided such use complies with established legal and ethical standards.
- B. Rights and Responsibilities:
 - a. Purple Circle Media retains the right to use the created media for promotional, educational, or commercial purposes.
 - b. Creators are granted the right to use the media for their personal or commercial projects, subject to the terms outlined in this agreement.
 - c. Both parties agree to respect the integrity of the work and not use it in a manner that could be considered defamatory, libelous, or otherwise damaging.
- C. Educational Program Media: For media created by participants (hereinafter referred to as "Participants") in our educational programs where Purple Circle Media provides training and editing assistance:
 - a. Shared licensing rights are granted to both Purple Circle Media and Participants.

- b. Participants are authorized to use the media in their portfolios, for educational purposes, or for their professional advancement.
 - c. Purple Circle Media retains the right to use such media for showcasing our educational impact, promotional materials, and further educational activities.
- D. General Provisions:
- a. All uses of the media by either Purple Circle Media or Creator/Participants must credit the other party, unless agreed otherwise in writing.
 - b. This license is non-exclusive, revocable, and subject to the terms set forth herein.
 - c. Disputes arising from the use of created media will be resolved through mediation, followed by arbitration, if necessary.

2. Image Sharing and Syndication

- A. Purple Circle Media acknowledges that Client does not control image sharing through MLS systems and third-party websites (e.g., Zillow, Trulia). The Client is not liable for the use of images on these platforms once the license has expired.

3. Commercial Re-licensing

- A. Images may be re-licensed for commercial use by developers, builders, designers, and other parties under a separate agreement to be negotiated with Purple Circle Media.

4. Scheduling and Contact Information

- A. Services can be scheduled via our website at www.purplecirclemedia.io. For custom requests, please contact us via email at team@purplecirclemedia.io
- B. We will confirm the date, time, and location of shoots after discussion.

5. Payments and Deliveries

- A. Payment is due within 24 hours after booking confirmation for standard services, payable online via credit card. Subscription and studio services may be billed monthly.
- B. Full payment must be received before final image delivery. If payment is collected at the time of booking, images will be delivered within 24 hours of the photoshoot.

6. Cancellations and Weather Policy

- A. Cancellations must be made at least 48 hours before the scheduled shoot. A fee of \$150 applies to cancellations made with less notice.
- B. Weather conditions that prevent outdoor photography will result in rescheduling the exterior shots; interior shots will proceed as planned.

7. Property Condition at the Shoot

- A. Properties will be photographed "As Is." The client is encouraged to ensure the property is clean and staged as desired before the shoot. Purple Circle Media will make reasonable efforts to tidy the scene but is not responsible for extensive cleaning or moving heavy furniture.

8. Client Responsibilities

- A. Clients must ensure their contact information is accurate and updated.
- B. Clients agree not to use images for unlawful purposes, impersonate others, or engage in spamming.

9. General Terms

- A. Travel fees are waived for locations within 25 miles of our business address. Beyond this, travel fees will apply.
- B. Images are backed up and can be redelivered until the listing is sold, expires, or is withdrawn. Clients should delete images after their license expires.
- C. This agreement is subject to change and any amendments must be in writing.

By using our services, you agree to comply with these Terms of Service.

