

Service Agreement for Blue Moon Medias

BY VISITING OR USING ANY WEBSITE OWNED BY Blue Moon Medias, YOU ARE AGREEING TO BE BOUND BY THESE TERMS CONDITIONS. YOU ARE ALSO AGREEING THAT SUCH AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND Blue Moon Medias.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT VISIT OR USE THE Blue Moon Medias, WEBSITE, www.bluemoonmedias.com.

Introduction

This Service Agreement ("Agreement") governs the terms and conditions between Blue Moon Medias ("Service Provider") and the buyer ("Buyer") of goods or services through Service Provider's website (the "Site"). By purchasing goods or services, Buyer agrees to the terms outlined in this Agreement. If you do not agree to these terms, you will not be able to purchase anything, so please review these terms carefully.

Acceptance of Terms

Buyer agrees to the terms and conditions outlined in this Agreement with respect to the goods, services, and information provided by or through the Site. This Agreement constitutes the entire and only agreement between the Service Provider and Buyer, superseding any prior agreements or understandings.

Credit Card Policy

Buyer represents and warrants that:

1. The credit card information supplied is true, correct, and complete.
2. Charges incurred by the Buyer will be honored by the Buyer's credit card service provider.
3. Buyer will indemnify Service Provider for any credit card charge-back filed by or on behalf of the Buyer.
4. In the event of a credit card charge-back, the Buyer's account may be placed with a third-party collection agency.
5. Buyer shall pay charges incurred at the amounts in effect at the time incurred, including taxes, collection fees, interest, and any additional fees.

Copyright

All content, organization, compilation, and other matters related to the Site are protected under applicable copyrights and other proprietary rights. Unauthorized use of any content from the Site is prohibited.

Release of Liability

Buyer grants Blue Moon Medias the irrevocable right to use Buyer's pictures or photographs in all forms and media for advertising, trade, or other lawful purposes. Buyer waives any right to inspect or approve the finished versions. Buyer releases Blue Moon Medias from all liability, claims, and demands arising from the use of Buyer's virtual tour or photographs.

Editing, Deleting, and Modification

Service Provider reserves the right to edit or delete any information on the Site and to remove any goods and services for sale. Upon notice published on the Site, Service Provider may modify this Agreement or prices and may discontinue or revise any or all aspects of the Site.

Right to Refuse

Service Provider reserves the right to refuse service at any time. Sale of goods or services is subject to availability.

Indemnification

Buyer agrees to indemnify, defend, and hold Service Provider and its affiliates harmless from any liability, loss, claim, and expense, including reasonable attorney's fees, related to Buyer's violation of this Agreement or use of the Site.

Non-Transferable

Buyer's right to use the Service is not transferable and is subject to any limits established by Service Provider or Buyer's credit card service provider.

Disclaimer

The Service, content, goods, and services from or through the Service are provided "as-is," "as available," and all warranties, express or implied, are disclaimed. The sole and entire maximum liability of Service Provider, for any reason, and Buyer's sole and exclusive remedy for any cause whatsoever, shall be limited to the amount paid by the customer for the items purchased. Service Provider is not liable for any indirect, special, incidental, or consequential damages.

Payment Policy

Payment is due when services are rendered. If payment is not received within five business days of the invoice, a late fee of 1.5% per month will be applied. The client will not be able to order additional services and associated virtual tours will be disabled

until the entire balance is paid. If the invoice remains unpaid for 90 days, the account may be turned over to a third-party collection agency.

Refund Policy and Cancellation Policy

Refunds for canceled services are subject to a specific schedule:

- Full refund if canceled 24 hours before arrival on location.
- Refund less \$65 if canceled after arrival but before editing.
- Refund less \$125 if canceled after editing begins.
- No refund if canceled after delivery.

Returned Check Policy

Any returned checks will incur fees as specified. Buyer agrees to pay the full amount of the check plus a returned check fee and any additional late fees. If payment is not received within 15 business days, the check and related information may be turned over to the State Attorney for prosecution.

Mileage

A fuel surcharge applies when the photographer must travel more than 15 miles one way. The surcharge is \$0.54 per mile, round trip, for additional mileage.

Use of Information

Service Provider reserves the right to use and assign all information regarding Buyer's use of the Site, subject to applicable law.

Miscellaneous

This Agreement shall be treated as executed and performed in Montrose, Colorado. Any disputes shall be resolved in the courts of Montrose County, Colorado. Any part of this Agreement held invalid or unenforceable shall be construed to reflect the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Advertising Policy

Client is responsible for complying with all applicable laws regarding the sale and advertising of real estate. Blue Moon Medias is not responsible for fees or fines associated with the advertising of virtual tours, digital images, and marketing materials.

Photograph Terms and Conditions

1. All photographs and rights therein, including copyright, remain the sole property of Blue Moon Medias.
2. Client will not prevent Blue Moon Medias from making any alterations to the photographs.
3. Client will indemnify and defend Blue Moon Medias against all claims arising out of any use of photographs without a release.
4. No rights are granted until timely payment is made.
5. Client may not assign or transfer this agreement.
6. Blue Moon Medias retains reproduction and display rights to all photographs for future use.

Website Terms of Use

The information on this website is provided as a service by Blue Moon Medias. Every effort is made to keep information accurate, but we disclaim any warranty about its accuracy, completeness, or fitness for a particular purpose.

This Agreement is designed to provide clear guidelines and ensure a fair and transparent relationship between Blue Moon Medias and its clients. For further questions or clarifications, please contact us using the provided contact details.