Service Terms and Conditions

Effective November 5, 2026 for new orders. Existing accepted agreements remain unchanged. Material changes for existing continuing relationships require at least 30 days' notice before taking effect.

These terms cover photography, video, aerial capture, virtual staging, 3D tours, floor plans, scanning, modeling, property websites and related services offered through aimagery.com.

1. Which business provides your services

Ai Aerial Imagery, LLC and Aerial Imagery LLC are separate businesses offering the same types of services. For each job, the provider identified on your accepted quote, order confirmation or invoice is the business responsible for that job. In these terms, “Provider,” “we” and “us” mean that identified business. Listing both businesses here does not make them joint providers of every order.

Your invoice and payment instructions must identify the applicable business. If the provider is unclear or inconsistent across documents, ask for written clarification before accepting the order or paying. Payments and billing records for the two businesses remain separate.

2. Your quote, order and project scope

The accepted written quote, statement of work, order confirmation and any signed project agreement define your services, price, deliverables, schedule and exclusions. Project-specific terms control over conflicting general terms here. A later website update does not change an existing accepted project agreement.

Package names and website examples do not add services that are absent from your order. Photography, video, floor plans, aerial capture, 3D tours, virtual staging, websites and model files are separate deliverables unless expressly included. Taxes, travel charges, hosting periods and other applicable charges must be disclosed in the accepted order or quote.

3. Scheduling, access and site preparation

You are responsible for arranging authorized access, providing accurate property and contact information, coordinating occupants and obtaining required owner, building-management or site permissions. The property must be ready at the scheduled time. Remove valuables, private documents and items you do not want captured.

Cleaning, moving furniture, physical staging, hazardous-site work and access equipment are not included unless stated in the quote. Tell us about access restrictions, hazards and restricted areas before the appointment. We may stop or postpone work when safe or authorized access is unavailable.

4. Cancellations, changes and weather

Notify us as soon as you need to cancel or reschedule. Cancellation, late-change, no-show, travel and failed-access charges apply only as disclosed in the accepted order or quote. We will identify any nonrefundable deposit or committed third-party cost before you accept it. A request for additional work requires approval of its price and schedule before that work proceeds.

Aerial work depends on safe weather, airspace authorization and other legal operating conditions. We may reschedule an unsafe or prohibited flight. We will confirm the revised plan and any separately agreed cost rather than substitute an unapproved service.

5. Payment and delivery

Follow the payment schedule in your accepted quote, order confirmation or invoice. The online booking flow provides for a PayPal invoice after appointment confirmation; a booking request alone is not a completed payment. Deposits, milestones, final-payment requirements and any approved account credit terms must be stated for the job.

Accepted payment methods are the methods shown on the applicable invoice or payment page. Use only the payment instructions for the business named on that invoice. Do not send card details, account passwords or bank credentials by email, text message or website chat.

We may withhold final, unwatermarked deliverables or activate the usage license only after the applicable payment requirement is met, as stated in your quote. No finance charge, collection charge or other additional fee is created solely by this website update. Any such charge must be separately disclosed, agreed and lawful.

6. Turnaround, review and revisions

The turnaround stated in your accepted order applies to the services purchased. Unless otherwise agreed, the delivery period starts after capture is complete and the information, access and approvals needed for processing have been provided. We will notify you of a material delay and the revised delivery plan.

Review delivered work promptly and identify any apparent error or missing agreed deliverable. Included revision rounds and any review deadline are stated in your quote. Corrections to an agreed deliverable and requests for new scope are assessed separately. Additional images, design alternatives, changed site conditions and new model detail may require an approved change order.

7. Photography, video and marketing licenses

Unless a written agreement states otherwise, Provider retains copyright in the original media. Once the agreed payment requirements are met, you receive a perpetual, nonexclusive license to use the delivered media to market the specific property or project for which it was ordered. That license does not transfer copyright.

You may provide the delivered marketing media to the relevant listing service, brokerage and marketing vendors as necessary for that permitted use. Resale, reuse for another property, unrelated advertising and a transfer of rights to another client require written permission. Raw captures, editing project files and source files are not included unless your quote lists them.

We may use ordinary, nonconfidential marketing images in our portfolio unless you request otherwise in writing before publication. Confidential, security-sensitive or restricted commercial material requires your permission before portfolio use.

8. Scanning, floor plans, CAD and BIM deliverables

The statement of work must identify the capture area, accessible spaces, deliverable formats, units, coordinate requirements, intended use, modeling detail and any promised measurement tolerance. Revit, IFC, DWG, E57, point clouds, rendered tours and floor-plan PDFs are different deliverables and are included only when specified.

Capture documents observable conditions at the time of the visit. Concealed assemblies, inaccessible areas, material composition, structural capacity and building-code compliance are not established by a scan alone. Furniture, obstructions, reflective surfaces and site changes can affect capture completeness.

A floor plan or model is not a boundary survey, engineering certification, permit approval or professional design service unless expressly contracted and performed by an appropriately qualified professional. The client and its

design or construction professionals must verify information needed for design, fabrication, construction, safety or regulatory decisions against site conditions and the agreed accuracy standard.

For paid project deliverables, the project license includes sharing them with the client's authorized architects, engineers, contractors and other project participants for the specified project. Ownership, native-file delivery, permitted modifications and any additional reliance rights must be specified in the project agreement.

9. Virtual staging and digitally altered media

Virtual staging, object removal, AI-assisted enhancement and other visual alterations are illustrative. They do not establish the actual condition, dimensions or feasibility of an improvement. We will identify altered deliverables; you must preserve the required labels and any accompanying originals or disclosures when publishing them.

You are responsible for the accuracy of listing descriptions and for complying with the rules applicable to your listing service and advertising. Do not present a digitally altered image as an unaltered record of existing conditions.

10. Property websites, domains and hosted tours

Unless your accepted order specifies a different period, an included property website has a 12-month active period beginning when it is created. Any extension, renewal price, custom domain registration and recurring charge must be stated and approved separately. These terms do not authorize automatic paid renewal.

Matterport and other hosted 3D tours depend on the hosting arrangement stated in your quote and the third-party platform's terms and availability. No indefinite hosting or permanent platform availability is promised. Ask us to confirm any hosting term that is missing before ordering.

Download and back up delivered files you need to retain. Hosting and working-file retention are separate services; neither an active download link nor an old invoice guarantees permanent storage. We will honor any separately agreed archive or retention commitment.

11. Third-party services and property data

Delivery and payment may involve providers such as PayPal, Dropbox, Matterport, Zillow and hosting or domain vendors. Their services are subject to their own terms and availability. An outage does not authorize a substitute charge or a change to your scope without agreement.

Where ordered, property websites may collect visitor inquiries or provide analytics and seller reports. Access to identifiable inquiries must be limited to authorized project participants. Our handling of personal information is described in the Privacy Policy; that policy does not grant permission to market to someone without the required consent.

12. AI assistance, communication and SMS

We may use AI-assisted tools to help answer inquiries, schedule work, draft content or process media. Automated output may need human review. An automated estimate, draft or conversation does not change your accepted scope, approve a payment or create an additional service unless confirmed through the applicable ordering process.

Agreeing to these service terms or providing a phone number is not consent to recurring promotional text messages. Any separately offered SMS program must explain its sender, purpose, enrollment, frequency, charges and opt-out process at the point of enrollment.

Frederick is Bycha Buxton's separate, private, one-recipient assistant program. It is not customer enrollment for either business. Its program disclosure, SMS terms and SMS privacy policy govern that program. These service terms do not change its operator, enrollment or phone routing.

13. Liability and responsibilities

To the extent permitted by law, Provider's total liability for a claim arising from a particular service is limited to the amount paid for that service. To that same extent, Provider is not liable for indirect, incidental, consequential or punitive damages, including lost profits or lost sales. This limitation does not exclude rights or liability that applicable law does not allow the parties to exclude.

You are responsible for having authority to grant property access and provide materials for the job. To the extent permitted by law, you agree to reimburse Provider for third-party claims and reasonable costs caused by your unauthorized materials, unlawful use of deliverables or breach of those access obligations. This provision does not require you to indemnify Provider for Provider's own unlawful conduct.

14. Disputes, changes and existing agreements

Contact the business named on your invoice first so we can try to resolve a concern in good faith. California law governs these terms, subject to mandatory protections that apply to your transaction. These general terms do not create a new mandatory arbitration agreement or waive an existing statutory right.

We will identify a revision date when updates are adopted. Material changes receive at least 30 days' notice before taking effect for existing continuing relationships. Changes do not retroactively replace accepted quotes, invoices or signed project agreements. New or revised job-specific terms require the applicable acceptance.

15. Contact and related policies

Ai Aerial Imagery, LLC and Aerial Imagery LLC each provide services under their own quotes and invoices. Contact the business identified on your documents through bycha@aimagery.com or (650) 437-7630. Website: aimagery.com.

Related policies: Privacy Policy · Frederick SMS disclosure · Frederick SMS terms.