

# Terms and Conditions for Infinitus Photo and Video

## 1. Ownership of Content

By hiring Infinitus Photo and Video ("Infinitus"), you, the Client, agree and acknowledge that all photographs, videos, and other media ("Content") produced by Infinitus during the performance of services are the exclusive property of Infinitus. All copyrights in and to the Content shall remain with Infinitus, and Infinitus reserves the right to use, modify, and distribute the Content for its commercial purposes.

## 2. Client's Grant of Image and Likeness Usage

By entering into this agreement, the Client grants Infinitus the right to use their image, likeness, and appearance as captured in the Content. The Client acknowledges and agrees that Infinitus may use this material for any lawful purpose, including but not limited to:

- **Website:** Display on Infinitus' website or other online platforms managed by Infinitus.
- **Advertising:** Use in advertisements, including but not limited to online ads, print ads, flyers, and brochures.
- **Social Media:** Posting on social media platforms such as Instagram, Facebook, TikTok, or any other relevant platforms.
- **Marketing Campaigns:** Use in promotional campaigns for Infinitus, including but not limited to email marketing, video commercials, and banner ads.

This usage is granted without any further compensation to the Client, unless otherwise agreed upon in writing.

## 3. Client's Right to Privacy and Consent

The Client has the right to request, in writing, that specific images or videos of their likeness not be used promotional materials. Infinitus will make reasonable efforts to accommodate such requests but reserves the right to continue using the Content as per this agreement unless a written agreement to the contrary has been made before the service.

## 4. Alterations to Content

Infinitus reserves the right to make edits, enhancements, or alterations to any captured Content, including but not limited to retouching, color correction, and video editing. The final versions of the Content will be at the discretion of Infinitus.

## 5. Client Access to Content

The Client may receive copies of the Content in a format agreed upon by both parties (e.g., digital download, physical prints). However, these copies are for personal use only and may not be reproduced, distributed, or used commercially without the express written consent of Infinitus. The Content provided to the Client remains the property of Infinitus and is subject to the same copyright protections.

## 6. Indemnification

The Client agrees to indemnify and hold harmless Infinitus from any claims, actions, or damages arising out of the use of the Client's image, likeness, or the Content provided that Infinitus is using the Content in accordance with the terms of this agreement.

## 7. Cancellation and Rescheduling

If the Client needs to cancel or reschedule the session, they must provide written notice at least 48 hours prior to the agreed-upon date. Failure to do so may result in forfeiture of any

deposit paid. Infinitus reserves the right to reschedule due to unforeseen circumstances, including but not limited to weather, illness, or equipment failure.

#### **8. Payment Terms**

The Client agrees to pay the full services outlined in the agreed proposal or contract. Payments are due according to the schedule set in the agreement, and late payments may incur additional fees or result in delayed delivery of the Content.

#### **9. Limitation of Liability**

Infinitus will take every reasonable precaution to provide high-quality service and Content. However, in the event of unforeseen technical issues, equipment failure, or other factors beyond its control, Infinitus' liability shall be limited to the amount paid by the Client for the services rendered.

#### **10. Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of the State of Colorado. Any disputes arising from this agreement shall be resolved in the courts of the State of Colorado.

#### **11. Acceptance of Terms**

By agreeing with Infinitus Photo and Video, the Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.