

# Terms & Conditions

[Jump to Privacy Policy](#)

- 1) Windy City Drones, hereby referred to as Photographer, reserves the right to use any image or recording for any marketing purposes.
- 2) If subject of work is outside of coverage area Photographer reserves the right to add a reasonable transportation fee.
- 3) Photographer guarantees the client a professionally produced product. If the product created is not acceptable based on reasonable standards, Photographer will refund client's fees. Client will not be eligible to receive any part of photographs or recordings if fees have been refunded.
- 4) If the photographer cannot shoot the property once they arrive due to reasons beyond our control (ex: unable to gain access to the property, excessive clutter, unrestrained animals) you will be charged the full fee of the shoot. Please review the home preparation supplement and make certain arrangements have been made to access the property prior to scheduling a shoot.
- 5) If the product is unacceptable to customer from an editing standpoint, Photographer will re-edit footage a second time based on written notes provided by the client. IF this second edit is unacceptable, Photographer will charge an hourly fee to continue refinement of recording.
- 6) If a legal dispute arises with regards to the business conduct or representative's actions while contracted by Photographer, client agrees to a privately mediated settlement.
- 7) Customer will provide a "show ready" property at the time arranged for the recording. Photographer will not be responsible for "preparing" the subject property for the recording. If the recording of the property is unacceptable based on the condition of the property or it's contents, Photographer will charge a reasonable fee to re-record the property, including travel expenses.
- 8) If, for any reason, you are unable to keep your scheduled appointment please provide 24 hours' notice, so we can reschedule you at a more appropriate time. Cancellations with less than 24 hours' notice may incur a \$25 cancellation fee.
- 9) Photographer is not responsible for weather related detrimental effects of recording.
- 10) Photographer agrees to maintain a reasonable amount of liability insurance to protect the contents of subject property from damage caused by any representative.
- 11) Photographer agrees to maintain a clean and functioning website for hosting client's videos. Photographer will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies.
- 12) Windy City Drones grants the client a limited, non-exclusive, non-transferable license for listing the property under the client's current contract with the property owner. This extends to the client's use of images on the MLS listing as well as other promotional materials intended to sell the property. In the event the property does not sell, these images may not be transferred to any other party, including subsequent listing agents or the property owner.
- 13) Client is granted a limited, nonexclusive right to create a "hyperlink" to Windy City Drones website as long as there is no implicit or explicit derogatory, or otherwise defamatory insinuations.
- 14) Photographer nor its independently contracts is responsible for damages, delays or failures in performance resulting from acts or occurrences beyond reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised. (Hurricanes, Tornadoes, Earthquakes, Acts of Terrorism, etc.)
- 15) No other terms or conditions apply unless specified in writing.
- 16) As a condition of Windy City Drones website Services, you agree not to use such services for any purpose that is unlawful or prohibited by these terms and conditions, and agree to comply with any applicable local, state, federal and international laws, government rules or requirements.
- 17) Photographer may immediately terminate any account which it believes, in its sole discretion, is connected with any spam or other unsolicited bulk marketing.

# ONLINE PRIVACY POLICY AGREEMENT

Windy City Drones, (Photographer), is committed to keeping any and all personal information collected of those individuals that visit our website and make use of our online facilities and services accurate, confidential, secure and private. Our privacy policy has been designed and created to ensure those affiliated with Windy City Drones of our commitment and realization of our obligation not only to meet but to exceed most existing privacy standards.

***THEREFORE***, this Privacy Policy Agreement shall apply to Windy City Drones, and thus it shall govern any and all data collection and usage thereof. Through the use of [client.windycitydrones.com](http://client.windycitydrones.com) you are herein consenting to the following data procedures expressed within this agreement.

## **Collection of Information**

This website collects various types of information, such as:

- Voluntarily provided information which may include your name, address, email address, billing and/or credit card information etc., which may be used when you purchase products and/or services and to deliver the services you have requested.

Please rest assured that this site shall only collect personal information that you knowingly and willingly provide by way of surveys, completed membership forms, and emails. It is the intent of this site to use personal information only for the purpose for which it was requested, and any additional uses specifically provided on this site.

It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent as a means to better understand the way in which other websites garner, make use of and share information collected.

## **Use of Information Collected**

Windy City Drones may collect and may make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and/or services that may be available to you from [client.windycitydrones.com](http://client.windycitydrones.com). Windy City Drones may also be in contact with you with regards to completing surveys and/or research questionnaires related to your opinion of current or potential future services that may be offered.

Windy City Drones does not now, nor will it in the future, sell, rent or lease any of our customer lists and/or names to any third parties.

Windy City Drones may disclose your personal information, without prior notice to you, only if required to do so in accordance with applicable laws and/or in a good faith belief that such action is deemed necessary or is required in an effort to:

- Remain in conformance with any decrees, laws and/or statutes or in an effort to comply with any process which may be served upon Windy City Drones and/or our website;
- Maintain, safeguard and/or preserve all the rights and/or property of Windy City Drones; and

- Perform under demanding conditions in an effort to safeguard the personal safety of users of client.windycitydrones.com and/or the general public.

### **Children Under Age of 13**

Windy City Drones does not knowingly collect personal identifiable information from children under the age of thirteen (13) without verifiable parental consent. If it is determined that such information has been inadvertently collected on anyone under the age of thirteen (13), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database. Anyone under the age of thirteen (13) must seek and obtain parent or guardian permission to use this website.

### **Unsubscribe or Opt-Out**

All users and/or visitors to our website have the option to discontinue receiving communication from us and/or reserve the right to discontinue receiving communications by way of email or newsletters. To discontinue or unsubscribe to our website please send an email that you wish to unsubscribe to info@windycitydrones.com. If you wish to unsubscribe or opt-out from any third-party websites, you must go to that specific website to unsubscribe and/or opt-out.

### **Links to Other Web Sites**

Our website does contain links to affiliate and other websites. Windy City Drones does not claim nor accept responsibility for any privacy policies, practices and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of each and every website that collects personally identifiable information. The aforementioned Privacy Policy Agreement applies only and solely to the information collected by our website.

### **Security**

Windy City Drones shall endeavor and shall take every precaution to maintain adequate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure or modification of the user's personal information under our control.

The company also uses Secure Socket Layer (SSL) for authentication and private communications in an effort to build users' trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information.

### **Changes to Privacy Policy Agreement**

Windy City Drones reserves the right to update and/or change the terms of our privacy policy, and as such we will post those change to our website homepage at client.windycitydrones.com, so that our users and/or visitors are always aware of the type of information we collect, how it will be used, and under what circumstances, if any, we may disclose such information. If at any point in time Windy City Drones decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether or not to permit the use of their information in this separate manner.

### **Acceptance of Terms**

Through the use of this website, you are hereby accepting the terms and conditions stipulated within the aforementioned Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our website

following the posting of any updates or changes to our terms and conditions shall mean that you are in agreement and acceptance of such changes.

**How to Contact Us**

If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following email, telephone number or mailing address.

**Email:** [info@windycitydrones.com](mailto:info@windycitydrones.com)

**Telephone Number:** (630) 635-8020

**Mailing Address:**

Windy City Drones  
40 DuPage Court  
Suite 401  
Elgin, IL 60120

January 2<sup>nd</sup>, 2018