

## TERMS AND CONDITIONS

1. Overview of services. Propertyviewvrltd will provide to customer the following services ( the virtual tour) if ordered (virtual tour) is the undertaking of photographing a space using a Matterport 3D camera to produce a Matterport 3D virtual tour.
2. A Matterport space is a 3D model hosted on the Matterport.inc platform that includes the following features, Property description and address, the dollhouse model, floorplan model and contact information. It can be shared using URL or embedded code.
3. Propertyviewvrltd will provide a URL and embed code for the completed Matterport space. Customer understands and agrees that all Matterport spaces are hosted solely on the Matterport platform, and customer will not receive any digital assets for Matterport spaces. Matterport snapshots and floorplans will be provided by email.
4. Hosting term. Propertyviewvrltd agrees to create, process and host the Matterport space on the Matterport platform for 12 months from date of capture of customer space. Hosting after 12 months plan ends, will need to be renewed at a fee of £120.00 per annum paid in advance (max plan only). Other agreements and payment offers will be paid at the agreed rate, and the length of hosting will be adhered to by both parties of the agreement.
5. Hosting services. Matterport host all 3D services on a cloud based platform. Customer recognises that the hosting on Matterport servers is out of the control of Propertyviewvrltd. In the event Matterport were to remove their hosting ability indefinitely during the period of 12 months customer will be granted the following refund (a) Matterport cease to host tour during months 1-12 = 50% refund. If Propertyviewvrltd ceases to trade for any unforeseen circumstances (illness, bankruptcy, insolvency or death) = 0% refund.
6. Virtual tour space preparation. Customer is required to prepare the tour location in advance of tour taking place, to include : to remove unwanted or confidential items/ material :prepare room layout ie furniture and décor to desired positions : to inform Propertyviewvrltd of any rooms or areas that should be excluded from the tour. Unless otherwise arranged a tour location that has not been properly prepared, in Propertyviewvrltd's sole opinion, will be considered unready and the date of the tour must be re-scheduled. Propertyviewvrltd shall not be held responsible for the untidiness of any tour location that causes any issues performing the tour. Customer shall ensure the tour location is accessible on the agreed date of the tour taking place. Customer or its representatives shall be present at the location as the tour is taking place to approve Propertyviewvr's interpretation of the tour content.
7. FEES AND PAYMENT. Customer agrees to pay Propertyviewvrltd the total fees for the virtual tour and other services as agreed in the quote accepted prior to tour taking place. Such fees will be itemised in a separate invoice provided to the customer.
8. Invoice and payment of balance due. Following completion of the virtual tour, customer shall pay Propertyviewvrltd, via BACS, fees owed are payable within 14 days of invoice date. In the event the customer fails to pay the owed amount for any reason when due, without limiting any other remedies available, Propertyviewvrltd will have the right to cancel or suspend providing the virtual tour to customer until such overdue payment is received.
9. CANCELLATION AND RESCHEDULING POLICY. A minimum of 14 days prior written notice will be required for customer cancellation of this agreement of the virtual tour date. In the event the customer cancels this agreement with less than 14 days notice prior to the agreed virtual tour date, customer will be responsible for 50% of the full payment. Rescheduling. A minimum 48 hours notice is required for customer rescheduling of the agreed virtual tour date. In the event the customer reschedules with less than 48 hours notice prior to the

virtual tour date, customer will be charged a £85 rescheduling fee. **TERMINATION OF AGREEMENT.** Following full payment for virtual tour, customer may terminate this agreement by giving 30 days prior written notice. Propertyviewvrltd will promptly comply and disable the customers virtual tour and delete all files. Termination of the agreement does not entitle the customer to any refund of fees.

**PROPRIETY RIGHTS AND LICENSES.** Ownership. Ppropertyviewvrltd and its licensors own all right, title and interest in and to all virtual tours and any technology embodied therein. Improvements, updates, copies, modifications, translations, compilations and derivative works related to any of the foregoing. All rights foregoing not expressly granted to customer are reserved by Propertyviewvrltd and its licensors, and customer shall make no use of the foregoing except as expressly provided herein. Customer acknowledges that, subject to section 14 Propertyviewvrltd will have the right to use and distribute any virtual tour at Propertyviewvrltd's sole discretion including the use of them for Propertyviewvrltd's promotion, marketing and advertising.

**PROPERTYVIEWVVR LICENSE TO CUSTOMER.** Propertyviewvrltd hereby grants customer a non-exclusive, non-transferable, non-sublicensable license, during the term, to : use and distribute URLs and embed codes linking to the Matterport spaces hosted on the Matterport platform : and to use and distribute Matterport snapshots and Matterport floorplans (if ordered).

**RESTRICTIONS.** Upon any expiration or termination of this agreement, customer shall immediately cease all use of the virtual tour services and delete all copies of the virtual tour (and all content or data derived from the virtual tour) in customers possession or under customers control. Customer shall not disable or modify any hyperlinks contained in any virtual tour, or alter, remove or destroy any attribution, propriety markings or copyright and trademark markings, placed upon or within the virtual tour. Customer shall not decompile, disassemble, decrypt, extract reverse engineer or otherwise attempt to derive the source code of any software underlying the virtual tour service. Customer shall not distribute in conjunction with any virtual tour, any content that contains or promotes fraudulent, deceptive or illegal activities, pornography, excessive violence, malicious code or deceptive advertising. Access or use any API provided by Matterport without the prior written authorization of Matterport, or otherwise access Matterport spaces through any means other than available end-user functionality, or modify or create any derivative work based on the virtual tour services.

**TAKEDOWN SERVICE.** During the term the customer can request at any time Propertyviewvrltd designate any Matterport space and other hosted 3D services as public or private. Any Matterport space or other 3D services designated as private will be un-accessible and un-viewable by the public. Propertyviewvrltd will comply promptly with such requests.

**ROI GUARANTEE.** Only applicable to business with countable income. ROI is calculated by : The number of times the bookings links within the tours are interacted with. Propertyviewvrltd assume a conversion rate of 15% from these interactions with a booking value of the industry average room rate/ event space value. The number of times the more info or enquiry link within the customers tour are interacted with.

Propertyviewvrltd assume a 3% conversion rate from these interactions with a booking value of the industry average room rate/ event space value. Customers Propertyviewvrltd virtual tour is displayed prominently on customers website for a minimum of 90 days. The URL link to the customers Propertyviewvrltd virtual tour is included in all sales team email footers for a minimum 90 days. The Propertyviewvrltd virtual tour, and other 3D services provided including 4k photography have been posted on all customers social media a minimum of 6 times each. Propertyviewvrltd reserves the right to terminate, amend or extend this offer at any time. Propertyviewvrltd's decision is final, no subsequent correspondence will be entered into. Any refund granted will immediately result in the customers Propertyviewvrltd virtual tour being disabled and therefore will be un-accessible and un-usable by the customer. NO AFFILIATION WITH MATTERPORT. Customer acknowledges that Propertyviewvrltd is an independent provider of the virtual tour services and is not a contractor, employee or agent of Matterport. And Propertyviewvrltd is making the virtual tour services available to customers under a license between Matterport and Propertyviewvrltd. WARRANTY DISCLAIMER. Propertyviewvrltd represents that it shall perform its obligations under this agreement in a timely and workmanlike manner, consistent with generally acceptable industry standards. In the event of any breach of the foregoing warranty, as customers sole and exclusive remedy, Propertyviewvrltd shall use commercially reasonable efforts to re-perform its obligations promptly in a manner that cures such breach.

EXCEPT FOR THE FOREGOING WARRANTY, THE VIRTUAL TOUR AND 3D SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. PROPERTYVIEWVVR DISCLAIMS ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE VIRTUAL TOURS AND 3D SERVICES PROPERTYVIEWVVR DOES NOT REPRESENT OR WARRANT THAT VIRTUAL TOURS AND 3D SERVICES WILL MEET CUSTOMERS NEEDS OR REQUIREMENTS, THAT THE VIRTUAL TOURS AND 3D SERVICES WILL BE ACCURATE OR RELIABLE, THAT USE OF THE VIRTUAL TOURS AND 3D SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED. IN ADDITION PROPERTYVIEWVVRMAKES NO REPRESENTATION WARRANTY OR GUARANTEE REGARDING THE APPROPRIATNESS OF THE VIRTUAL TOUR AND 3D SERVICES FOR USE OUTSIDE THE UK, OR THE TIMING OF THE VIRTUAL TOUR PROVIDED TO THE CUSTOMER.