



TrueView360s Terms and Conditions

By scheduling a photoshoot with Trueview360s, the following terms and conditions are agreed upon that between TrueView360s, LLC and Client it will cover the terms and conditions of the photoshoot(s) that may, depending on the needs of the Client, include all or a portion of the following Services:

- Custom 360° Virtual Tour or Virtual Sales Platform including 1 year of hosting
- Zillow or Matterport Virtual Tours
- Google Virtual Tour to be uploaded to Client's Google business listing
- Professional HDR Still images
- Aerial Images
- Virtual Tour Hosting

Services will be identified in writing prior to scheduling a photoshoot.

Client License to Use Imagery:

TrueView360s hereby assigns Client a license to use Virtual Tours and Still Images for their marketing purposes.

Indemnity and Liability:

EXCEPT FOR BREACHES OF CONFIDENTIALITY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW (A) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (B) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE SERVICE FEE.

IN CONNECTION WITH THIS AGREEMENT, TRUEVIEW360S MAKES NO REPRESENTATIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PHOTOGRAPHIC SERVICES OR THE PHOTOGRAPHS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Service Fees

Unless otherwise agreed in writing, the service fee will be paid upon delivery of Services described above. Service fee will be agreed to in writing prior to scheduling a photoshoot.

Additional Hosting:

The first year of hosting is included for Custom 360° Virtual Tour, Matterport Virtual Tours and Virtual Sales Platform. Hosting may be renewed for a period of one year, annually, at a cost of \$50.00 by written request by Client.

There is no hosting fee for Google Virtual Tours, Zillow Virtual Tours, Professional HDR Still images or Aerial Images.

Virtual Tours for residential real estate for sale or lease may be removed upon the sale or leasing of the property

Notice:

The parties shall give all notices and communications between the parties in writing by electronic mail.

Notice to TrueView360s: Jim Osgood at jim@trueview360s.com

Cancellation:

This agreement may be cancelled by either party in writing 3 days advance notice. If after a photo shoot, any and all Service Fees will still be due as previously agreed upon in writing.

END