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**ACCUTOUR INC - GENERAL TERMS & CONDITIONS AGREEMENT | OCT-2018**

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In this General Terms & Conditions Agreement, AccuTour Inc is hereby referred to as “Contractor” and any Purchaser / Customer / Client / User of AccuTour Inc’s services is hereby referred to as “client”.

The Contractor and Client agree to the terms and conditions as follows:

**1. SERVICES:**

Depending on the Services ordered and paid by client, the Contractor will perform the following duties respective to the differing services (“Services”):

**3D Virtual Tour Service**

- **Contractor will Capture/Scan subject property with 3D equipment and generate a 3D Virtual Tour of subject property that will be valid (live & hosted on Matterport servers) for ONE calendar year.**

(NOTE: Client will receive a branded and un-branded version of their virtual tour. AccuTour, Inc will also create a standard "landing page" for subject property. The landing page is created and controlled by AccuTour. The destination address of the landing page will be hosted on AccuTour.com. The landing page will be hosted for 1 Year. After 1 Year, the model is subject to a **\$50** hosting charge. Please see *Section 4 - Payment & Cancellation* policy below for more details.)

**HD Photography Service**

- **Contractor will take photographs of subject property and provide client with a minimum of 35 photos.**
  - Photos are delivered digitally in a compressed format with each file size less than 2MB unless otherwise specified. □
  - Amenities will only be photographed upon request (maximum of 5 photographs)

(NOTE: If Client would like to receive RAW Images or Print-quality 300DPI images, this request needs to be made prior to the day of shooting. AccuTour, Inc will also create a standard "landing page" for subject property. The landing page is created and controlled by AccuTour. The destination address of the landing page will be hosted on AccuTour.com. The landing page will be hosted for 1 Year. After 1 Year, the landing page is subject to a **\$25** hosting charge. Please see *Section 4 - Payment & Cancellation* policy below for more details.)

**Aerial / Drone HD Photography Service**

- **Contractor will provide to client 10-15 Edited Aerial Photos of various angles and elevations**
  - Photos are delivered digitally in a compressed format with each file size less than 2MB unless otherwise specified. □

(NOTE: If Client would like to receive RAW Images or Print-quality 300DPI images, this request needs to be made to AccuTour Inc prior to the day of shooting)

### **Aerial / Drone Videography Service**

● **Contractor will provide to client one edited - 1 Minute Property Showcase video (unless a longer video is ordered) of aerial and ground video spliced together with licensed music (Music selection will be entirely up to the editor's choice).**

- Client will receive **1 round of revision** at no additional cost as long as the video edit is requested within 5 days after video delivery.
- 1 Minute videos will be Social Media Ready in the correct format for sharing online.
- **Any additional editing requests will adhere to the following pricing:**
  - Hourly editing fee- \$50.00 per hour
  - Length Adjustment- \$100 extra.

(NOTE: Operating a drone and shooting aerial work is completed according to the discretion of AccuTour's Drone Pilot. Weather conditions and proximity to nearby air traffic are usually the deciding factors on whether or not a shoot will take place. **Videos are created in such a manner that the Subject Property is the main subject of the Showcase Video. Community, HOA Facilities, and amenities are not part of the Showcase Video and the Videographer/Drone Pilot will not capture such facilities in the same Showcase, unless otherwise specified and additional work is ordered. Additionally, if any humans are captured in any video production, AccuTour Inc assumes that the contracting customer has acquired any necessary waivers/permission to film such individuals- unless AccuTour Inc is told otherwise.)**

### **2. TIME OF COMPLETION:**

- The web links, embed codes or any other scan/model and photograph materials {i.e. Scan Screen Captures} produced for Client in connection with the performance of the Services shall be delivered to Client **no later than 48 Business Hours** after the completion of the Services. All materials produced for Client in connection with the performance of the Services are the intellectual property of the Contractor and the Contractor holds all copyrights.
- Videography productions will be edited and delivered to Client **no later than 5 Business Days**.
- The Services are to be considered complete upon delivery email. Any alterations the services ordered or special requests need to be announced to Contractor before completion of service.

### **3. EQUIPMENT & PREPARATION:**

- Contractor shall provide all equipment necessary to perform the Services.
- Client shall ensure that subject property is "photo-shoot ready" and that no one will be occupying the parts of the home that will be captured with 3D Equipment.
- Client's responsibilities include the following duties: All windows/blinds opened, All lights turned on. Property is cleaned and tidied up to client's standards.
- The condition that the subject property is in when 3D Technician arrives; is the condition and manner that the Services will take place.

### **4. PAYMENT & CANCELLATION POLICY:**

- 100% of the cost of Services as stated on the client's order form (order form is accessed online) will be paid by client before the day of shooting **OR** on the day that contractor completes the digital capturing of the property.
- The payment(s) shall be paid in the following manner to **AccuTour Inc**: Cash, Check, or Credit/Debit Card. For payments delivered via mail - use this address: 1316 NW 58th Terrace, Margate, FL 33063
- Client is to reimburse contractor for any **mandatory valet expenses** that may incur on day of services.
- Should the Client want to continue hosting a 3D Virtual Tour Model after 1 year, the cost will be **\$50.00 every year thereafter** for hosting.
- Should the Client want to continue hosting a landing page that does not include a Virtual Tour after 1 year, the cost will be **\$25.00 ever year thereafter** for hosting.
- **CANCELLATION POLICY**: Client is subject to a **20% Re-Schedule fee** (of Total Cost) if Client fails to notify AccuTour of cancellation at least 48 hours before shoot. The only exception to this fee is if the shoot is re-scheduled due to inclement or poor weather.

#### **4. REFUND POLICY:**

- AccuTour does not offer any refund on services that have been completed and delivered. In the unlikely case that AccuTour is unable to complete a service that has been ordered and paid for, then AccuTour will refund the client the appropriate portion for the service(s) that are not renderable.

#### **5. GENERAL PROVISIONS:**

- (a) All work shall be completed in a professional manner, and if applicable, in compliance with all building codes and other applicable laws.
- (b) To the extent required by law; all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) In the event Client shall fail to pay any payment due, Services and/or scans completed will be withheld until payment is completed to contractor. Any paid reservation fee is not refundable.
- (d) Contractor shall not be liable for any delay due to circumstance beyond its control.
- (e) Contractor is an independent contractor and not an employee of Client. The Contractor in no way will be held liable or at fault should any misuse of Services or products provided occur.
- (f) Any changes to this document must be signed by both Contractor and Client
- (g) This Agreement shall be construed in accordance with the laws of the state of Florida.
- (h) Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.
- (i) The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.
- (j) This Agreement constitutes the entire agreement between the Client and the Contractor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.



(k) If a legal dispute arises with regards to the business conduct of either the Contractor or Client while under contract, client agrees to a privately mediated settlement which will be paid by the party deemed in the wrong.

## AccuTour Privacy Policy

This privacy policy discloses the privacy practices for www.AccuTour.com. This privacy policy applies solely to information collected by this web site. It will notify you of the following:

1. What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

### Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

### Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

### Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

### Updates

Our Privacy Policy may change from time to time and all updates will be posted on this page.

### Orders

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

### **Cookies**

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.

### **Links**

This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

**If you ever collect data through surveys or contests on your site, you might insert a paragraph like this in your privacy policy:**

### **Surveys & Contests**

From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

**If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 954-610-9112 or via email at [info@accutour.com](mailto:info@accutour.com)**