

## DEFINITIONS:

'you' 'your' 'client' means the person or organisation who commissioned the work (whether the person is acting for a third party or not) and/or to whom the invoice is addressed

'3+ VR' or the words 'us' 'we' 'our' refers to 3+ VR, our agents or representatives;

'service(s)' means any work we do for you or service we supply

'3D VR Virtual Tour' 'virtual tour' means a 3D model hosted on Matterport's platform that enables the user to navigate a virtual representation of a space through a web browser or mobile app;

'booking' means any booking or instruction in relation to a booking by or on behalf of the client;

'agreement' means the contract for services entered into between you and 3+VR

'scan' 'scanning' means the process of capturing the data points of the service location to create the 3D model

These TERMS OF BUSINESS ('Terms') apply to the supply of services provided by 3+ VR for commercial or personal purposes. Work of any description that we do for you is subject to these Terms.

This agreement will take effect when you accept our quotation and, unless earlier terminated in accordance with these Terms, will remain in effect until the expiry for the period we've agreed with you in writing (the 'term').

Services we supply using the equipment or technology belonging to or provided by Matterport Inc ('Matterport'): When you book with us, you will be considered an authorised user of Matterport for all intents and purposes and agree to be bound by Matterport's applicable Terms and Conditions. You agree to indemnify us for any breach of the Matterport Terms and Conditions made by you. You can find Matterport Terms at <https://matterport.com/legal/terms-of-service/> and <https://matterport.com/terms-of-use-2/>, as amended from time to time.

## OUR SERVICE

We will provide a written quotation. Unless otherwise stated, our prices are exclusive of VAT. We reserve the right to ask for a deposit or full payment up front before we provide our service

We need confirmation of a booking in writing which constitutes your acceptance of our quotation. Once confirmed, we will accept verbal instructions but accept no liability for misunderstandings or error given in this way.

We will take reasonable steps to work to your time or scheduling requirements, providing you have given us clear instructions in good time. However, time will not be of the essence in the performance of our obligations. You accept our decisions on creativity, and those based on technical considerations

You understand and accept there are limitations in the creation of 3D VR imagery:

- i. The Matterport technology is designed to create 3D VR virtual tours of indoor spaces only. Subject to weather conditions and the quotation, as a minimum we will capture 360 degree panoramas of exterior spaces;
- ii. Imagery cannot be altered in any post-production process. If you have confidential, personal, or private items, or anything you don't want in the final virtual tour, you will need to relocate these before the scan;
- iii. Bright sunlight and reflective surfaces can cause alignment issue. As can moving, or moved, objects; if possible, the service location should be free of people and pets;
- iv. We will do our best to mitigate the challenges and/or limitations of the technology but accept no responsibility or liability for misalignment or other issues that appear in the final Virtual Tour.

We will provide you with a URL to your virtual tour and, where requested, an embed code, usually within 24-48 hours. If you have booked additional services to customise your virtual tour, this may take longer. We will provide the link with full viewing access on good faith that you will make prompt full payment of our invoice.

We'll ask you to confirm acceptance of our service before sending our invoice. If you haven't responded within five days, we will consider you have accepted our service in full.

You acknowledge that virtual tour services are hosted on cloud services supplied by a third party (Matterport), and accessible solely through these services. You acknowledge that no security measure can guarantee against compromise and cannot be made 100% secure. We give no warranty about your right or ability to access, view or use the platform using the third-party technology.

You are responsible for development, maintenance, and end user support relating to your own website used to display your virtual tour.

Storage: We agree to maintain a contract with the third party to store and make accessible your virtual tour for the agreed term. We make no warranty to retain or host your virtual tour beyond the agreed term. We will notify you before the expiry of the agreed term and you can enter into a new agreement with us if you choose.

During the term, you can request that we change your hosted virtual tours from public or private (no longer accessible) or vice versa. We need your notification in writing.

We reserve to the right to subcontract or delegate the supply of our service to you to a third party we deem competent to fulfil the agreement.

We hope that you will be happy with our service. If you're not, please let us know without delay so we can consider and discuss with you a remedy or course of action.

## YOUR OBLIGATIONS

You are responsible for obtaining all permissions, consents, or otherwise that we need to supply our service to you. You agree to prepare the service location in advance and return it to its original order, and to give us uninterrupted access on the day of scan. A service location that is not readied can mean it takes longer than the estimated time on which your quotation has been based. This may result in additional charges to you.

You are responsible for ensuring the service location complies with Health & Safety. We reserve the right to remove our personnel and/or equipment from a location if we believe it to be unsafe.

If you cannot, or fail to, comply with your obligations, we reserve the right to reschedule or terminate the service. We may charge you cancellation fees and you will be liable for any expenses we have incurred in relation to your booking. We are not liable for any delay or failure to provide the service. We will make no refund or credit for any lost scheduled production time/day(s).

If you need to change the agreed date(s) and/or time(s) of the booking we will try to accommodate your new schedule. We reserve the right to make a charge, and you will need to settle costs and expenses that we have already incurred in relation to your booking.

## PAYMENT TERMS

You agree to pay our invoice in full on the terms that are shown on the invoice.

For amounts overdue by 14 days or more, we reserve the right to suspend our supply of services to you. We may rescind this agreement and seek to recover our damages or may exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998

## CANCELLATION AND AMENDMENT

We will make commercially reasonable efforts to ensure we provide our service as agreed. However, we reserve all rights to terminate the provision of our service to you at any time. In the event of our cancellation, we will refund to you any deposit that you have made. Reasons for cancellation or postponement may include, but are not limited to, staff illness, short notice medical emergencies, natural/human disasters/events.

You can cancel a confirmed booking at any time, and we require your notification in writing. We reserve the right to retain your deposit payment and to make a charge as laid out in the table below. Furthermore, you will be liable for any non-refundable costs (eg travel) that we have incurred in relation to your booking.

<i>Notice of cancellation of the date of the scan</i>	<i>Deposit</i>	<i>Cancellation charge</i>
More than 14 days	Non-refundable	Zero
Within 7-14 days	Non-refundable	25% of our quoted price
Within 2-7 days	Non-refundable	50% of our quoted price
Within 24 hours	Non-refundable	100% of our quoted price

At our sole discretion, we may allow you to offset a deposit payment and/or cancellation charge that you have previously paid to us against another booking you make with us.

You can cancel the provision of our storage and hosting services at any time. We require 30 days' notice in writing. Refer to the section 'Effect of Cancellation, Termination or Expiration of Term'.

## EFFECT OF CANCELLATION, TERMINATION OR EXPIRATION OF TERM

Upon the cancellation, termination, or expiry of the term of this agreement, for any reason, any licence granted to you will be immediately terminated. We will delete your virtual tour from the hosting platform, and it will no longer be accessible or viewable.

We make no refund for services already provided and there is no entitlement to a refund for cancelled hosting services before the end of the agreed term. If you're on a scheduled payment plan, you are liable to continue making payments for the agreed term or make a one-off payment for the amount outstanding to the end of the term.

Terms and conditions relating to Copyright and Title, Liability and Indemnity, and revision to our Terms of Business will survive beyond the termination of this agreement.

## DEFAULT AND REMEDIES

Any of the following constitute a material default under our agreement:

- i. failure to make a required payment when due;
- ii. the insolvency or bankruptcy of either party;
- iii. a failure to supply the services in the time and manner provided for in our agreement

If a party defaults by failing to substantially perform any provision or Term of our agreement, the other party may terminate the agreement by providing written notice to the defaulting party. The notice must describe in sufficient detail the nature of the default.

The party receiving the notice will have 14 calendar days from receipt of the notice to remedy the default(s). Unless waived in writing by the party issuing the notice, the failure to remedy the default(s) within the time period shall result in the automatic termination of our agreement.

## **LIABILITY AND INDEMNITY**

By entering into this agreement with us you signify your understanding and acceptance to all Terms. Our liability under these Terms, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited. In all cases, the total amount of our liability is limited to the invoice value of our service, less any costs we have incurred that we have already carried out, provided this has been in relation to the agreed booking.

In no event will we or our affiliates be liable for any indirect, special or consequential loss, damage, costs or expenses; any loss of profits, loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill, business interruption, or other third-party claims, any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control, any losses caused directly or indirectly by any failure or your breach in relation to your obligations, any losses arising directly or indirectly from the choice of service and how it will meet your requirements or your use of the service or any materials we've supplied.

You acknowledge that by providing you with access to the Matterport services we do not assume any responsibility or liability for any risks associated with your business. You shall defend, indemnify and hold harmless 3+VR, our affiliates and their respective officers, directors, employees and representatives from and against all claims by any third party relating in any way to the conduct of your business or the use of or inability to use such services, and all associated losses, costs, damages, and settlements, including legal fees and expenses.

We will take reasonable care in supplying our service but we accept no liability if work is lost, damaged or stolen whilst in our possession, howsoever caused. Where we cannot recover the service, we will decide whether to reproduce the content at no extra charge to you or to terminate the project with a refund of your deposit. In any circumstances, we cannot be held liable for any of your costs incurred in the original booking.

You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) and caused by you or your agents or employees.

## **COPYRIGHT AND WORK PRODUCT OWNERSHIP**

We own the copyright to the work we supply you. Where we have supplied you with services using Matterport technology, Matterport own copyright to all digital copies to the Showcase Imagery (reference Matterport's T's and C's).

We grant you a non-exclusive, non-transferable Licence to Use ('licence'), during the term. This allows you to a) use and distribute URLs and embed codes linking to your virtual tours stored on the Matterport platform; and b) to use and distribute 2D schematic floor plans or other materials (if ordered). Your licence comes into effect once you have made full payment of our invoice.

License rights are limited to the term agreed in writing. Your licence grants you permission to use the content only in the state that we provide it to you. You will not: a) disable or modify any hyperlinks; b) alter, remove or destroy any attribution, proprietary markings (e.g., copyright and trademark markings); c) decompile, disassemble, decrypt, extract, reverse engineer or otherwise attempt to derive the source code of any software underlying our service; d) distribute, in conjunction with any of our services, any content that contains or promotes fraudulent, deceptive or illegal activities, pornography, excessive violence, "hate speech", malicious code or deceptive advertising; e) modify or create any derivative work based on our service(s) (or any component).

We reserve the right to use any 3D VR virtual tour we create for any legal purpose, including our own advertising or promotional material for our service, unless otherwise agreed with you in writing. Our branding must not be removed unless we have otherwise agreed with you in writing. We assert our statutory right to be identified under Sections 77-79 of the Copyright Designs and Patents Act 1988.

Licence rights are granted solely to you. You are not permitted to reassign, loan or transfer any of our service(s) that we've supplied to you, to third parties without our prior agreement. We reserve the right to refuse to supply or grant a reproduction licence to a third party should you request us to do so. The licence we've granted to you will automatically be revoked if you breach any of our terms.

Any copyrightable ideas or works developed in whole or in part by us in connection with the service we supply to you will be the exclusive property of 3+VR.

## **CIRCUMSTANCES BEYOND A PARTY'S CONTROL**

Neither of us is liable to the other for any failure or delay in performing our obligations (other than a failure to pay fees when due) where such failure results from a cause that is beyond the reasonable control of that party. Such causes include, but are not limited to, power failure, Internet Service Provider failure, failure by a supplier to provide services, industrial action, civil unrest, fire, natural disasters, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 60 days, either of us may terminate or cancel the service to be carried out under these Terms without liability to the non-performing party and receive a refund of any unused fees prepaid by such terminating party, if any.

## **OTHER**

Unless otherwise agreed, you shall keep confidential any methodologies and technology that we use to produce and supply the 3D VR virtual tour to you. We will not, either directly or indirectly, divulge or disclose any information that is proprietary to you, unless you authorise us to do so or it is required by law

These terms and any accompanying documentation are governed by the laws of England and Wales. Any dispute, controversy, proceedings or claim relating to these terms, including any non-contractual matters and obligations that have arisen or are associated with them, will fall within the jurisdiction of the courts of England and Wales.

3+ VR reserves the right to revise any of our Terms without prior notice to you. Our up-to-date Terms are available on our website or by contacting us directly on [gill@3plusvr.com](mailto:gill@3plusvr.com). If you disagree with any changes to our Terms, your sole remedy is to terminate your use of our service. Continued use of our service constitutes your acceptance of our revised Terms.

If any term, provision or condition of these Terms is held by a court of to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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