

## Terms and Conditions of Service



Sphereshot is to be rendered as Sphereshot.

Matterport hosting webserver or their 3rd party hosting web server, is to be rendered as 'The Cloud'.

Any person or entity requesting and purchasing the products and services from Sphereshot is to be rendered as 'You'.

If You request and utilize any of the products and services of Sphereshot, You are then bound to the Terms and Conditions as outlined herein. By requesting and purchasing the products and services of Sphereshot You indicate that you have read and agree to the Terms and Conditions detailed on this page. Sphereshot reserves the right to revise any portion of this Terms and Conditions of Service in its sole discretion at any time and without prior notice to You by updating this posting, such changes to be effective prospectively. Thus, You should visit this page periodically for changes. If You disagree with any changes to this Agreement, Your sole remedy is to discontinue Your use of the Service. Your continued use of the Service after a change has been posted constitutes Your acceptance of the change thereafter.

### COPYRIGHT

All material produced by Sphereshot on the cloud is a copyright of Sphereshot, Matterport and Matterport Nederland unless otherwise acknowledged. Duplication or sale of all or any part of it is not permitted. Permission for any other use must be obtained from Sphereshot. Electronic or print copies may not be offered, whether for sale or otherwise, to any third party. Links to materials on other servers should not be construed as a claim over them.

### ADDITIONAL USAGE

Access to information on the cloud is provided exclusively for the benefit of our clients, and their clients. It may not be accessed by, or offered whether for sale or otherwise to any third party.

Sphereshot may use the 3D virtual tour video for its own promotional material at any time.

### STORAGE OF DATA

3D scans, tours and images are hosted by Matterport, or a 3rd party webserver of their choosing known as 'The Cloud'.

Sphereshot, Matterport and Matterport Nederland makes all reasonable efforts to ensure the quality and accuracy of materials on 'The Cloud', however to the extent permitted by law, Sphereshot, Matterport and Matterport Nederland accept no liability for any loss or damage resulting directly or indirectly from the use of material. We are not responsible for the content of external internet sites.

By using material created by Sphereshot you accept these copyright and disclaimer provisions.

### ESTIMATES

Any fees quoted by Sphereshot are for the original job description as presented by you the Client. Any subsequent changes, whether made orally or in writing, may result in additional charges. Estimates are made in good faith of the time and expenses Sphereshot anticipates. Any errors and omissions made may be charged at our discretion.

## PAYMENT

Unless otherwise agreed upon, the Client shall make full payment on receipt of the invoice. Grant of any usage rights is conditioned upon receipt of payment in full. Payment may be made by bank or credit card.

If payment terms are not negotiated, a €50 late processing fee will be charged for invoices not paid within 14 days. After 14 days, interest will be charged on past due balances at a rate of 2% a month, commencing from the service date. After 14 days, the €50 processing fee and interest will be charged monthly until the invoice has been paid in full.

## SCHEDULING

Please contact us via telephone at +31(10)843 6285 or [email](mailto:info@sphereshot.co) (info@sphereshot.co) to schedule your appointment. We appreciate several days advance notice but will always do our best to accommodate short notice bookings (we may be able to book an appointment within a couple of hours of your call).

## CANCELLATION / RESCHEDULING

If cancellation or rescheduling is necessary, please give us a minimum of 24 hours notice via email, otherwise a €50 minimum charge will apply.

**If appointments are cancelled within an hour of the 3D virtual tour recording or if the site is not ready to be photographed / filmed upon arrival, the full amount of the 3D virtual tour recording will be charged.**

The Client (you) shall pay all expenses incurred up to the time of the cancellation.

## SITE PREPARATION

It is essential that the site is prepared for the 3D virtual tour recording appointment and ready upon the arrival of the Sphereshot representative.

We have created [a 3D Tour Recording Preparation Checklist](#) - you can use this as a guide to prepare the site. Unless otherwise arranged with the Sphereshot representative, a site that has not been prepared will not be recorded and must be rescheduled.

If the site is not prepared for the 3D tour recording when the Sphereshot representative arrives, as per the 3D Virtual Tour Recording Preparation Checklist, then the Sphereshot representative may choose to wait until the site is ready. Waiting or cleanup and staging assistance time, if available, is charged at €70 per hour or portion thereof and added to the invoice.

## ONSITE SERVICES

The 3D tour recording will typically take between 45 minutes to 4 hours depending on property size.

There must be no persons on site during the 3d virtual tour recording session. Please do not book showings or other appointments during the 3D virtual tour recording session. Delays incurred on-site

falling outside the scope of work required by a Sphereshot representative will be billed to you at €70 per hour.

#### DELIVERY

Images and virtual tours are typically available between 24 and 48 hours after the 3D virtual tour recording. The images are edited and optimized for quality before delivery to You. An email will be sent from sphereshot.co containing a link and an embed link of the 3D recording together with the final invoice.

For more complex 3D virtual tour recordings in need of more thorough engineering, Sphereshot reserves the right to deliver the 3D virtual recording at a later time of it's choosing without any consequences to the initial agreement between You the Client and Sphereshot.

#### ADDITIONAL FEES

**Travel** – Sphereshot is located in the Rotterdam Science Tower. Extra fees may be applied for all projects outside a 50 k.m. radius of Rotterdam. If a travel fee applies to your project, it will be included in your estimate.

**Tolls** - A toll fee/s may be applied to your invoice if the Sphereshot representative has to incur this expense if travelling to your listing. If a toll fee applies to your listing, it will be included in our estimate.

**Parking** - A parking fee may be applied to your invoice if the Sphereshot representative has to incur this expense to record your listing.

#### CLIENT REPRESENTATION

You, the client, are responsible to be present at the shoot to approve the Sphereshot representative's interpretation of the assignment. If you are not present, the Sphereshot representative's interpretation shall be deemed acceptable.

#### INDEMNIFICATION

You, the client, hereby indemnifies and holds Sphereshot and any of it's representatives and partners harmless against any and all liabilities, claims, and expenses, including lawyers fees, arising from the use of the Sphereshot's work and the 3d virtual tour recording.