

Please read these General Conditions carefully. Should you have any questions, please contact RealTour3D. Engagement of RealTour3D's services indicates that you have read, understood and accepted the General Conditions.

This document constitutes the agreement between RealTour3D and the Client. Order of precedence is: 1. General Conditions, 2. Quotation (where provided), 3. Price List.

Definitions

"Us", "we" or "our" means *RealTour3D Pty Ltd as trustee for the RealTour3D Unit Trust* (ABN 71 689 751 260), to be known herein as RealTour3D.

"You" or "Your" means the Client, or the Client's representative.

"Cloud" means RealTour3D's third-party hosting web server.

"Hosting Period" means the term over which the services will be available on the cloud and will generally coincide with the Licence period.

"Material(s)" means items supplied by RealTour3D including but not limited to 3D tours, models, imagery, photographs, floor plans, elevations, virtual tours and diagrams whether in hard copy, electronic or on-line format.

"Services" means the services provided by RealTour3D including but not limited to the creation of 3D tours, models, imagery, photographs, floor plans, elevations, virtual tours and diagrams whether in hard copy, electronic or on-line format.

"Scan" means the RealTour3D's attendance at the Client's nominated site for the purpose of gathering data and information with a view to delivering the services.

"Site" means the premises or location which will be the subject of the service delivery, nominated by the Client at the time of engagement.

Our Responsibilities

RealTour3D will deliver the services by the deadline as set out in the Price List and/or Quote. Delays due to external influences will be communicated to the Client, and subsequent delivery will be in a timely manner.

We acknowledge that our equipment is our responsibility, and will take all reasonable steps to protect our equipment against theft, damage or negligence whilst on site.

RealTour3D will maintain all necessary insurances to cover the delivery of the services - including Public Liability, Equipment and Workers' Compensation Insurance.

RealTour3D commits to attending the site at the scheduled time, and completing scan activities within the nominated timeframe.

Subject to payment in full, RealTour3D shall make the services available to the client for the term of the hosting period.

Your Responsibilities

The Client accepts full responsibility for the presentation and appearance of the site and shall confirm that the site is ready to scan at the commencement time.

If the site is not ready at the scheduled scan time, additional delay charges of \$75 per hour or part thereof may apply. Should the scan be cancelled at the commencement time, a fee equal to 50% of the quoted amount may be applicable.

If the client is not present at the site during the scan then RealTour3D's interpretation of the assignment will be accepted.

The client may be liable for the repair or replacement costs should our equipment be lost or damaged on site by any act, error or omission of the client.

The services are bound by this agreement and all materials remain the property of RealTour3D and may only be used by the client for the term of the hosting period.

The Client's vendors, tenants, investors, affiliates or any associated person(s) are not party to this agreement and have no rights over any of the services unless specifically requested and agreed by RealTour3D.

Booking and Cancellation Fees

Cancellation of a scan should be made 24 hours prior to the scheduled start time to avoid a cancellation fee.

Less than 24 hours' notice may incur a cancellation fee of 50% of the quoted amount or the amount of the non-refundable deposit.

Travel Surcharge

Prices are based upon sites located within a 50km radius of the Melbourne GPO.

Sites outside this radius will incur a \$1 per km (excluding GST) surcharge to complete the outward and inward journey beyond this radius. This cost will be applied at the time of invoice.

Invoicing & Payment

RealTour3D will invoice upon delivery of the services (unless agreed otherwise). Payment is required strictly as per the terms set out on the invoice. RealTour3D accepts direct deposit (EFT), PayPal or cash only as payment for contracted work.

RealTour3D reserves the right to immediately terminate the hosting period and remove or delete images, links to or relevant information from the cloud for late or non-payment of invoices or any breach of this agreement.

RealTour3D reserves the right to charge late fees and/or interest at their discretion for late payment of invoices.

Promotional Use

RealTour3D retains the right to use the services for the purpose of self-promotion, e.g. promotional materials, advertising, RealTour3D's web site & social media.

Indemnity

RealTour3D makes all reasonable steps to ensure the quality and accuracy of materials however, to the extent permitted by law, RealTour3D shall not be liable for any legal action, claim or damages resulting from or arising out of the publication of the services. The client shall indemnify RealTour3D against any claims and/or damages as a result of the client's use of the services. RealTour3D is not responsible for the content of external internet sites.

When engaging our services you indemnify RealTour3D against any future claims for theft or damage at the site unless proven and agreed by both parties that RealTour3D has caused the theft or damage through an act of negligence.

Licence & Hosting

All material is a copyright of RealTour3D and its third-party provider (Matterport) unless otherwise specified. Permission for any other use must be obtained from RealTour3D. Links to materials on other servers should not be construed as a claim over them.

Access to information on the cloud is provided exclusively for the benefit of our clients, and their clients.

Upon full settlement of our invoice, the client is granted a licence and hosting period which entitles them to use the services for the purpose for which they were originally commissioned e.g. marketing the site for sale, promoting a business. This licence is granted for the term of the hosting period.

The licence cannot be transferred without express written permission from RealTour3D.

RealTour3D may resell the licence to third parties once the current licence and hosting period has ceased.

The licence and hosting period may terminate automatically and without notice from RealTour3D if the client fails to comply with any provision of this agreement or fail to pay any accounts or monies owed. Upon termination, you must immediately:

- (i) stop using the services or materials; and
- (ii) delete any and all copies from all digital media and destroy all other copies upon request of RealTour3D.

The licence and hosting period is automatically revoked if the client is placed into receivership or liquidation.

Technology

The technology used in the scanning process can be adversely affected in certain lighting conditions. Whilst RealTour3D will make all reasonable attempts to overcome these conditions, it may be necessary to reschedule part or all of the scan.

Outdoor scanning is also susceptible to adverse lighting conditions. RealTour3D reserves the right to accept, decline or postpone any outdoor scanning. Requests for outdoor scans may require scheduling for dawn or dusk. A dawn / dusk surcharge may be applicable.

Jurisdiction

This Agreement will be governed in all respects by the laws of Australia.

Variation

These terms shall not be varied except by agreement in writing. RealTour3D reserves the right to amend these General Conditions from time to time and any subsequent engagement of our services indicates acceptance of the updated terms.