

# 360\* VIRTUAL TOUR | TERMS AND CONDITIONS

## OVERVIEW

The following document outlines the terms and conditions for ARCHI TECH's services. By working with us you agree to adhere to these conditions. Herewith, you or your company are referred to as "the client" and ARCHI TECH as "the service provider". This website is operated by Archi Tech PTY Ltd. Throughout the site, the terms "we", "us" and "our" refer to Archi Tech PTY Ltd. Archi Tech PTY Ltd offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

## DEFINITIONS

In these terms and conditions:

- "The goods" means any goods, including software delivered electronically, and services as indicated on any forms, price lists, quotations, orders or invoices of ARCHI-TECH (Pty) Limited ("ARCHI-TECH") or supplied by ARCHI-TECH.
- "Customer" means the legal or natural person purchasing any goods from ARCHI-TECH or supplied any goods by ARCHI-TECH.
- "ESD" means Electronic Software Delivery.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website, use any services or products provided by Archi Tech PTY Ltd. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features, services, products or tools which are added to the current site or offered directly to you shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website.

It is your responsibility to check this page periodically for changes. Your continued use of or access to the website or use of services following the posting of any changes constitutes acceptance of those changes.

## SECTION 1 - GENERAL CONDITIONS

- 1.1 ARCHI-TECH reserves the right in its sole discretion to vary or amend any or all of these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the Customer from the time that the Customer is notified thereof. ARCHI-TECH may give notice of such changes on its website, in email signatures, on quotations or any other manner reasonably likely to come to the Customers attention. The standard terms and conditions are available on our website at <https://www.ARCHI-TECH.co.za/terms-and-conditions>
- 1.2 This contract represents the entire agreement between ARCHI-TECH and the Customer on the matters dealt with herein and shall govern all future contractual relationships between ARCHI-TECH and the Customer.
- 1.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, including this clause, whether consensual or unilateral or bilateral shall be of any force and effect unless

reduced to writing and signed by a director of ARCHI-TECH. No agreement, whether consensual or unilateral or bilateral, purporting or obligate ARCHI-TECH to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of ARCHI-TECH.

- 1.4 No relaxation or indulgence with ARCHI-TECH may grant the Customer shall prejudice or be deemed to be a waiver of any ARCHI-TECH' rights in terms of these terms and conditions.
- 1.5 The Customer shall not cede its rights nor assign its rights or obligations under these terms and conditions.
- 1.6 The Customer undertakes to notify ARCHI-TECH within 7 (seven) days of any change of address or change of director, shareholder, address or the information as set out in this contract.
- 1.7 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.
- 1.8 Each of the terms herein shall be a separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 1.9 The Customer undertakes to inform ARCHI-TECH in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of the Customer's business and failure to do so will constitute a material breach of this contract entitling ARCHI-TECH to cancel the contract without further notice to the Customer.
- 1.10 Sales of certain goods are subject to the US Government enhanced proliferation control initiative (EPCI) which states that these goods may not be sold to or be used for the purpose of nuclear weapons/explosive devices, for chemical or biological weapons including key components for the production of such weapons, or for the purpose of missiles or missile systems which deliver weapons for mass destruction. The Customer undertakes to exercise due care to ensure that no such restrictions are breached by it.
- 1.11 Goods are manufactured for standard commercial use, and are not intended for use in critical safety systems or nuclear facilities.
- 1.12 ARCHI-TECH shall at any time, in its sole discretion, be entitled to cede, assign or subcontract all or any of its rights or obligations in terms of these terms and conditions, including the right to collect any payment, to any third party without prior notice to the Customer.
- 1.13 We reserve the right to refuse service to anyone for any reason at any time.
- 1.14 You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 1.15 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

## **SECTION 2 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

- 2.1 We are not responsible if information made available on this site is not accurate, complete or current.
- 2.2 The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.
- 2.3 Any reliance on the material on this site is at your own risk.
- 2.4 This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.
- 2.5 We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site.
- 2.6 You agree that it is your responsibility to monitor changes to our site.

## **SECTION 3: SHOOT PREPERATION, IMAGE EDITING AND RETOUCHING FOR ALL TOURS**

- 3.1 Please note that cramped spaces and extremely bright or contrasting light conditions aren't ideal for 360 photos.

- 3.2 ARCHI TECH is granted total artistic control over the final image and the client understands that creative licence is given to create the best images possible in the reasonable opinion of ARCHI TECH.
- 3.3 It is essential that the area is prepared for the virtual tour photography, 3D scan, and/or filming appointment and ready upon the arrival of the ARCHI TECH's Specialist photographers.
- 3.4 The best rule of thumb to keep in mind in preparation for a 3D virtual tour/video shoot is that the camera can see anything and everything that a person walking around can see. Due to this immersive quality of a virtual tour, the client should be very careful to make sure the entire captured area is well presented;
- 3.5 If the area is not ready to be scanned/photographed when ARCHI TECH's specialist photographer arrives, the photographer may choose to wait until the area is ready, or come back at a different time/day. Waiting, if applicable, is charged at R500 per hour or portion thereof and added to the invoice. If the photographer must come back to capture or complete a scheduled scan, a minimum charge of R500 will apply.

#### **SECTION 4: ESTIMATES, QUOTES, PAYMENTS, PRICING & FEES**

- 4.1 The client shall pay 70% of the quoted cost prior to the photo shoot. In the event of cancellation by the client where costs have already been incurred by ARCHI TECH, the client will be liable to pay these costs (fuel, time, accommodation, or any additional expenses incurred).
- 4.2 The remaining charges are payable within 14 days of the shoot being completed, published and prior to release of any usage rights. Any invoice will be issued separately.
- 4.3 Late payments will be charged at 2,5% interest on the amount owing to ARCHI TECH, until all fees have been paid in full.
- 4.4 By making payment on any quotation or Invoice issued by ARCHI TECH, will constitute as acceptance of the Terms & conditions for services rendered by ARCHI TECH.
- 4.5 Travel - If a travel fee applies to your space, it will be discussed prior to the appointment date, and be included in your estimate.
- 4.6 Hosting Licence - A R50 (EX VAT) per month hosting license fee applies to each Virtual Space created.
- 4.7 One calendar months' notice is required should you wish to cancel your hosting for any reason. Should no request for cancelation be received and acknowledged by Archi Tech (Pty) Ltd then automatic renewal of hosting will continue until such time as this service is cancelled or terminated by either parties.
- 4.8 Any fees quoted by ARCHI TECH are for the original job description as presented by 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 the Company anticipates and any errors and omissions made may be charged at our discretion.
- 4.9 The Service Provider and The Client will agree on an amount for the services ("Service Fee"), and The Client will pay 70% of Service Fee prior to the shoot and 30% upon completion and publication.

#### **SECTION 5: COPYRIGHTS, SERVICES AND OWNERSHIP OF PHOTOGRAPHS (INCLUDING VIRTUAL TOURS & VIDEOS)**

- 5.1 ARCHI TECH hereby assumes all ownership rights to any and all Photographs or videos taken by its Photographers or specialists.
- 5.2 The client grants ARCHI TECH a non-exclusive license to use a reasonable number of images created under this Agreement as "samples" or "portfolio copies" or to be stored as archive examples or used as marketing material by ARCHI TECH to showcase past services.
- 5.3 The entire copyright of any pictures, videos or virtual tours created is retained solely by ARCHI TECH and its Directors.
- 5.4 ARCHI TECH has a moral right to be identified as the author of the work and the right to a credit, if requested, in accordance with the Copyright Act 98 of 1978; including any and all amendment Acts gazetted under South African Law, including the Intellectual Property Laws Amendment Act, No. 28 of 2013.

- 5.5 Permission may be granted for use of images before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice;
- 5.6 Reproduction rights are strictly limited to those specified by ARCHI TECH. It is assumed the client will use the images on their own website and through their direct marketing channels (Facebook, Google and other of their own social media). Use is also granted for the client to share the images with those directly involved with the marketing and promotion of their business. Any additional use for a different purpose will require permission from ARCHI TECH;
- 5.7 As the author and license holder of the photography, ARCHI TECH retains the right to use any images taken of public areas commercially. This excludes any images taken on the clients private property; any such images can only be used as a point of reference in portfolio work unless express permission has been granted by the client.

## **SECTION 6: SCHEDULING, RESCHEDULING & CANCELATIONS**

- 6.1 Upon acceptance of any agreement and proof of deposits being paid over to ARCHI TECH, ARCHI TECH will only then reserve the time and date agreed upon to provide the photographic services, as is outlined within the agreement or quotation.
- 6.2 Please contact us via telephone at +27 (021) 518 0438 or email support@archi-tech.co.za to schedule your appointment.
- 6.3 We will do our best to accommodate last-minute appointments but please try to give at least a few days' notice.
- 6.4 Deposits are due before date of appointment or else ARCHI TECH reserves the right to reschedule any appointment after deposits have been received.
- 6.5 If cancellation or rescheduling is necessary for any production appointment, a minimum 48 hour notice must be provided, otherwise a R500 minimum charge will apply.
- 6.6 On site cancellations will incur the full cost of the appointment booked.
- 6.7 In the event of cancellation for whatsoever reason by ARCHI TECH, the client will be entitled to a reschedule or refund. ARCHI TECH reserves the right to cancel any scheduled work, before the time of the appointment for whatever reason.

## **SECTION 7: CONFIDENTIALITY, LIMITATIONS & LIABILITY**

- 7.1 This Agreement is confidential information. The client will not disclose or make this Agreement available to any third party except as specifically authorized by ARCHI TECH in writing; when the client provides reasonable prior notice to ARCHI TECH.
- 7.2 Except for breaches of confidentiality, neither party will be liable (under any theory or circumstance) for lost revenues or indirect, special, incidental, consequential, exemplary or punitive damages, and neither party's aggregate liability for any claim arising or related to this agreement.
- 7.3 ARCHI TECH takes no responsibility for copyright or privacy issues in the venue and it is assumed the client has all necessary permissions for photography to be conducted in all areas requested and with any persons involved.
- 7.4 The virtual tours built are offered as a commercial solution "as is" backed by our exceptional customer support and service. Like all virtual tour providers there is no way of knowing how web technology will develop in the future and how that may impact the functionality of tours. We will strive to work with you should such situations arise but these changes are beyond our control at the time of delivery. In no event will ARCHI TECH be liable for loss of data, costs of procurement of substitute goods or services or any special, consequential or incidental damages, under any cause of action. In any event ARCHI TECH will have no liability arising out of this agreement.

## **SECTION 8: DELIVERY / LICENCING / HOSTING**

- 8.1 360 images, 3D Virtual Tour scans and panoramic virtual tours (including Google Street/Business View) are typically available within 5 working days after the shoot. The images are edited and optimised for quality before delivery to our Clients. Images may be delivered via email (zip file, Google Drive, Dropbox) or per special request.
- 8.2 3D Virtual Tour scans are hosted on ARCHI TECH's Cloud Server, and are licensed to the Client for 1 (one) months starting on the delivery date unless otherwise agreed upon. This licence can be renewed monthly at a cost of R50 per month (ex VAT) at the discretion of ARCHI TECH.
- 8.3 Google Street View/Business View virtual tours are hosted on the Client's Google My Business page. The Client has the option to upload and arrange the 360 panoramic photos themselves (upon online delivery from ARCHI TECH), or hire ARCHI TECH to upload and transfer the virtual tour to the Client at an additional fee to be agreed upon during pre-production.

## **SECTION 9: ENTIRE AGREEMENT**

- 9.1 This Agreement incorporates the entire understanding of the parties relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
- 9.2 ARCHI TECH's General Terms of Service remains applicable and inclusive of these terms. Our General Terms of Service can be viewed here: <https://www.archi-tech.co.za/terms-conditions-of-use>
- 9.3 Any modification of this Agreement must be (a) pre-approved by ARCHI TECH in writing, and (b) reflected in a written agreement that is signed by both ARCHI TECH and the client.
- 9.4 For further information on the Matterport Terms of Service, please review the Matterport TOS here; <https://matterport.com/terms-of-use>