

General Agreements and Terms of Use (www.panomatics.net):

1.

Terms of Use: By accessing or using this Site and/or ordering products and services offered by Panomatics USA, you agree to the terms and conditions within this document.

2.

Content Ownership: Panomatics is the sole owner of trade secrets and other intellectual property, including information published on www.panomatics.net. You agree not to copy, modify, sell, transmit, distribute or reverse engineer any of the materials or services created and offered by Panomatics.

3.

Marketing: Information on this site is provided by Panomatics USA. Panomatics USA is not responsible in any way for the content on sites, which use Panomatics virtual tours.

4.

Virtual Tour Hosting: A virtual tour hosted by Panomatics will become inactive after a date specified at time of purchase, or one year, if not otherwise specified.

5.

Mileage: Does not apply to this project as our New York photographer will be shooting this location.

6.

Staging Policy: Panomatics is not responsible for onsite staging of property. Realtor or on-site representative is responsible for any staging that may be necessary. Property/venue will be photographed "as is" upon arrival, unless otherwise arranged.

7.

Cancellation Policy: Customer may cancel 24 hours prior to scheduled appointment by notifying Panomatics at no additional charge. If notification is not provided and our tour photographer arrives at the scheduled appointment and is prevented from completing the job due to realtor/representatives not being present or the property is not ready for the shoot, a cancellation fee of \$150.00 will be charged.

Cancellation of Assignment (once shot): In the event of cancellation of a project that has been photographed, ownership of original artwork shall be retained by Company, and a cancellation fee for work completed, based on fees as set forth in this quote, shall be paid by Client.

8.

Inclement Weather Policy: If inclement weather prevents the virtual tour shoot, Panomatics will reschedule the shoot with no cancellation fees.

9.

Payment Policy: All invoices are payable within fifteen (15) days of invoice date. A 10% monthly service charge will be added to all overdue balances.

10.

Default in Payment: Client shall assume responsibility for all collection and/or legal fees necessitated by default in payment.

11.

Estimates: The fees and expenses shown are minimum estimates only (unless specifically stated). Final fees and expenses shall be shown when invoice is rendered.

12.

Changes: Client shall be responsible for making additional payments for changes to the original assignment requested by Client. Four text edits will be completed upon request at no additional charge. Four modifications requiring additional photography/editing work will be subject to a minimum fee of \$45.00. However, no additional payment shall be required for changes needed to conform to the original assignment description and scope of work.

13.

Ownership of Artwork: Company retains ownership of the original file format for any artwork created or modified by Company.

14.

Grant of Rights: Company retains the right to make portfolio use of all design projects.

15.

Reservation of Rights: All rights not expressly granted shall be reserved to Company.

16.

Credit Lines: Company reserves the right to include a hyperlink within all virtual tours designed, maintained, and/or hosted by the Company.

17.

Permission and Privacy Policy: Company's Permission and Privacy Policy is contained in the official Company web site (www.panomatics.net). The Permission and Privacy Policy is incorporated herein by reference.

18.

Modifications to this Agreement: Modifications of this Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were orally authorized.

19.

Limitation of Liability: Client agrees that it shall not hold Company or their agents liable

for any incidental or consequential damages which may arise from Company's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Company or a third party.

20.

Miscellaneous: Client cannot transfer any of its rights or responsibilities under this Agreement. Company may transfer any of its rights and responsibilities under this Agreement. Both parties agree to sort out any dispute arising from this Agreement through arbitration in the county in which Company is located, in accordance with the regulations of the American Arbitration Association. If any provision of this Agreement is held to be invalid, that provision will be enforced to the extent possible and all other provisions of this agreement will be given full effect. If Company fails to act to enforce any of the provisions of this Agreement, that inaction will not be a waiver of Company's right to act and will not affect Company's ability to act later.