

## 360-Media Property Imaging Experts

### Policy

#### Terms and Conditions of Service and Product

1. 360-Media, The Property Imaging Experts, hereby referred to as 360-MEDIA, reserves the right to use any image or recording from your contracted photo shoot for any marketing or business purposes.
2. Real Estate: All photos & media fully are copyrighted. Single-use licenses granted only for the duration of the real estate agents ownership of the listing, that is until it has either sold, lost to another agent, expired, or has been inactive for more than 12 months. **Other than use for real estate listings, photos and media produced by 360-Media may not be reproduced, transferred, resold, or exchanged without prior written consent. Violation of copyright will be swiftly remedied in a court of law.**
3. **Non-Real Estate and Stock Photography: All photos & media captured by 360-Media and its affiliates, are copyrighted. Photos and media produced by 360-Media may not be reproduced, transferred, resold, or exchanged without prior written consent. Violation of copyright will be swiftly remedied in a court of law.** Licensing and rights transfer determined on a case-by-case basis depending on client use and needs.
4. 360-MEDIA reserves the right to add a reasonable transportation fee.
5. Photography orders will be delivered within 24-36 business hours after the photoshoot. Most video orders will be delivered within 2-5 business days following the photoshoot. Payment for photo-shoot is due prior to booking confirmation. **If canceling and a 24 hours notice is not given to 360-Media, a Cancellation Fee of \$100 will be charged. Travel/Mileage Fees shall be re-billed for the next trip out if the photographer has embarked on the canceled appointment.**
6. 360-MEDIA guarantees the client a professionally produced product. If the product created is not acceptable based on reasonable standards, 360-MEDIA will refund the client's shoot fees minus transportation fee. The client will not be eligible to receive or use any part of photographs or recordings if fees have been refunded.
7. If the product is unacceptable to customers from an editing standpoint, 360-MEDIA will re-edit imaging a second time based on written notes provided by the client. IF this second edit is unacceptable, 360-MEDIA will charge an hourly fee of \$50 to continue refinement of recording.
8. If a legal dispute arises with regards to the business conduct or representative's actions while contracted by 360-MEDIA, the client agrees to a privately mediated settlement.

**9. The customer will provide a “show ready” property at the time arranged for the photoshoot/recording. 360-MEDIA will not be responsible for “preparing” the subject property for the photo-shoot.**

a. If the photo-shoot of the property is unacceptable based on the condition of the property or its contents, 360-MEDIA will charge a reasonable fee to re-shoot the property, including travel expenses, or we may also charge a cancellation fee as the situation is determined. Please refer to our free download entitled 360 Pre-Shoot Checklist which is available [here](#), or on the front page of our website at 360-Media.us

b. If we arrive as scheduled for the appointment and the property is not “show-ready” but a small wait is required, we will wait if our schedule permits. However, at our discretion, a **wait fee of \$10/15 minutes will be assessed and added to the shoot fee.**

c. **“Make-ready”** is the term we use if the agent is not going to be on location to unlock, turn on lights, open blinds, and curtains, move trash cans, clutter, etc., and then put everything back in its previous state. For the Photographer “Makeready” the property a fee of \$35 will be added to the cost of the photoshoot/recording.

10. 360-MEDIA is not responsible for weather-related detrimental effects on the photo-shoot.

11. If requested, 360-MEDIA agrees to maintain a reasonable amount of liability insurance to protect the contents of the subject property from damage caused by any representative. Our proof of coverage is available for your review.

12. 360-MEDIA agrees to maintain a clean and functioning website for hosting client’s photography and videos. 360-MEDIA will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies. All content will expire from the hosting platform at the one-year anniversary. Content may be renewed for an additional year for a fee.

13. The client is granted a limited, nonexclusive right to create a "hyperlink" to 360-MEDIA’s website as long as there is no implicit or explicit derogatory or otherwise defamatory insinuations.

14. 360-MEDIA nor its independent contractors are responsible for damages, delays or failures in performance resulting from acts or occurrences beyond reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised. (Hurricanes, Tornadoes, Earthquakes, Acts of Terrorism, etc.)

15. No other terms or conditions apply unless specified in writing.

16. As a condition of 360-MEDIA’s website Services, you agree not to use such services for any purpose that is unlawful or prohibited by these terms and conditions and agree to comply with any applicable local, state, federal, and international laws, government rules or requirements.

17. 360-MEDIA may immediately terminate any account, which it believes, in its sole discretion is connected with any spam or other unsolicited bulk marketing.

## **ONLINE PRIVACY POLICY AGREEMENT**

360-Media Real Estate Photography and Marketing, aka 360-Media the Property Imaging Experts, hereby referred to as 360-Media, is committed to keeping any and all personal information collected of those individuals that visit our website and make use of our online facilities and services accurate, confidential, secure and private. Our privacy policy has been designed and created to ensure those affiliated with 360-Media of our commitment and realization of our obligation not only to meet but also to exceed most existing privacy standards.

THEREFORE, this Privacy Policy Agreement shall apply to 360-Media, and thus it shall govern any and all data collection and usage thereof. Through the use of client.360-Media.us, and/or orders.360-media.us, you are herein consenting to the following data procedures expressed within this agreement.

### Collection of Information

This website collects various types of information, such as:

- Voluntarily provided information, which may include your name, address, email address, billing and/or credit card information, etc., which may be used when you purchase products and/or services and to deliver the services you have requested. Please rest assured that this site shall only collect personal information that you knowingly and willingly provide by way of surveys, completed membership forms, and emails. It is the intent of this site to use personal information only for the purpose for which it was requested and any additional uses specifically provided on this site.

It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent as a means to better understand the way in which other websites garner, make use of and share information collected.

### Use of Information Collected

360-Media may collect and may make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and/or services that may be available to you from 360-Media.us. 360-Media may also be in contact with you with regards to completing surveys and/or research questionnaires related to your opinion of current or potential future services that may be offered.

360-Media does not now, nor will it in the future, sell, rent or lease any of our customer lists and/or names to any third parties. 360-Media may disclose your personal information, without prior notice to you, only if required to do so in accordance with applicable laws and/or in a good faith belief that such action is deemed necessary or is required in an effort to:

- Remain in conformance with any decrees, laws and/or statutes or in an effort to comply with any process which may be served upon 360-Media and/or our website;
- Maintain, safeguard and/or preserve all the rights and/or property of 360-Media; and
- Perform under demanding conditions in an effort to safeguard the personal safety of users of client.360-Media.us and/or the general public.

### Minors Under Age of 18

360-Media does not knowingly collect personally identifiable information from minors under the age of eighteen (18) without verifiable parental consent. If it is determined that such information has been inadvertently collected on anyone under the age of eighteen (18), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database. Anyone under the age of eighteen (18) must seek and obtain parent or guardian permission to use this website.

### Unsubscribe or Opt-Out

All users and/or visitors to our website have the option to discontinue receiving communication from us and/or reserve the right to discontinue receiving communications by way of email or newsletters. To discontinue or unsubscribe to our website please send an email that you wish to unsubscribe to [info@360-media.us](mailto:info@360-media.us). If you wish to unsubscribe or opt-out from any third party websites, you must go to that specific website to unsubscribe and/or opt-out.

### Links to Other Web Sites

Our website does contain links to affiliates and other websites. 360-Media does not claim nor accept responsibility for any privacy policies, practices, and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of each and every website that collects personally identifiable information. The aforementioned Privacy Policy Agreement applies only and solely to the information collected by our website.

### Security

360-Media shall endeavor and shall take every precaution to maintain adequate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure or modification of the user's personal information under our control. The company also uses Secure Socket Layer (SSL) for

authentication and private communications in an effort to build users' trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information.

### Changes to Privacy Policy Agreement

360-Media reserves the right to update and/or change the terms of our privacy policy, and as such we will post those change to our website homepage at 360-Media.us, so that our users and/or visitors are always aware of the type of information we collect, how it will be used, and under what circumstances if any, we may disclose such information. If at any point in time 360-Media decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether or not to permit the use of their information in this separate manner.

### Acceptance of Terms

Through the use of this website, you are hereby accepting the terms and conditions stipulated within the aforementioned Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you are in agreement and acceptance of such changes.

### How to Contact Us

If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following email, telephone number or mailing address.

Email: [info@360-Media.us](mailto:info@360-Media.us)

Telephone Number: 903-253-3979

Mailing Address: 360-Media, 18754 FM 2755, Royse City, Texas 75189