

## f8 Real Estate Media Terms of Service and Privacy Policy

[1] **Definitions:** "Image(s)" means all visual representations furnished to the party ordering media services ("Client") by f8 Real Estate Media LLC and its affiliated providers ("Provider"), whether captured, delivered, or stored in photographic, electronic, or any other media. Unless otherwise specified, Provider may deliver, and Client agrees to accept, Images encoded in an industry-standard data format that Provider may select, at a resolution that Provider determines will be suitable to the subject matter of each Image and the reproduction technology and uses for which the Image is licensed. Unless otherwise specifically provided elsewhere in this document, Provider has no obligation to retain or archive any of the Images after they have been delivered to Client. Client is responsible for attending or sending an authorized representative to the assignment. Client agrees to accept Provider's judgment as to the suitability and acceptability of the Images captured during the assignment.

[2] **Delivery, Rights and Third Party Access:** Media is delivered by no later than 12:00pm the day following your appointment. If unforeseen circumstances delay the delivery of media past 12:00pm the day after your appointment, f8 will provide your next f8 Signature Photography Package at the discounted rate of 50% off the standard retail rate. Media is delivered into a software platform operated for Client's convenience, and this software platform may be modified or replaced without notice. Any information inputted by Client into systems supplied by Provider are not warranted to be saved or managed, and may not be retrievable if a system is replaced. When media is delivered, Provider grants to Client a non-exclusive, royalty-free license for use of the images, video and other media created or provided by Provider for use by Client and/or Client's affiliated brokerage firm to carry out normal business tasks associated with offering real estate properties to the public for sale or lease. Provider retains a perpetual, royalty-free license to utilize the media it creates for Client to promote Provider's services and offerings in a variety of public and private communications channels. Provider may, from time to time, provide media to one or more third parties that operate real estate-related websites including Multiple Listing Services (MLSs) and real estate publishers (e.g., Zillow). Client waives all royalty and all other monetary or other beneficial considerations with respect to the delivery of media to third party sites. Client can opt out of this third party access by notifying Provider in writing prior to the distribution of the media.

[3] **Payments:** Client is responsible for payment in full at the time the order is placed. All fees and expenses payable under this agreement are due irrespective of whether Client makes actual use of the media or the licenses to use them. Corporate clients participating in separate brokerage partnership agreements and other qualified parties may be offered invoice terms at Provider's sole discretion. Unless agreed to otherwise, Client paying by invoice is responsible for payment in full upon the completion of the services rendered, and Provider may require Client to maintain an active method of payment with Provider for the purpose of providing payment in full upon completion of services rendered. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the order record may reflect, and Client is bound by, Client's oral authorizations for additional Images, fees and expenses that could not be confirmed in writing because of insufficient time or other practical considerations.

[4] **Storage of Media:** Upon delivery of media to Client via Provider's system(s), Client is responsible for downloading and archiving photographic media on Client's own storage systems. As part of its service offering, Provider offers storage of photos and other media on its systems for the life of the listing, or twelve (12) months, whichever is shorter. Provider may allow for longer storage of media on its systems at its own discretion. For Matterport service, there is an annual hosting fee that applies after the first twelve month hosting period.

[5] **Reshoots:** Client will be responsible for a fee for any reshoot required by Client that is not as a result of any material defect to Images caused by Provider. Client agrees that Provider works in all weather conditions, and Client is responsible for ensuring in advance that anticipated weather conditions are acceptable to Client. For

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any reshoot required because of any reason outside the control of Client, specifically including but not limited to acts of God, nature, war, terrorism, civil disturbance or the fault of a third party, Provider will charge no additional fee, but Client will pay all normal expenses associated with the assignment.

**[6] Rescheduling, Cancellations and Refunds:** Should Client need to modify or cancel a confirmed appointment for any reason, Client is responsible for notifying Provider no later than 8:00PM Pacific Time the day prior to the appointment. If Client modifies or cancels an appointment after 8:00PM Pacific Time the day prior to the appointment, a Late Notice Fee of \$75 will be assessed. This Late Notice Fee applies to reschedules, cancellations and postponements for any reason. On-site cancellations, no-shows and notice given within an hour of the appointment will result in full charge for an f8 Signature Photography Package. Requests for refunds made by 8:00pm Pacific Time on the day prior to the scheduled appointment will be processed in full without a fee. Requests for refunds made after 8:00pm Pacific Time on the day prior to the scheduled appointment and up to one hour of the appointment will be processed in full but a Late Notice Fee will be assessed in those circumstances. Requests for refunds with notice given within an hour of the appointment or following an on-site cancellation or no-show will be processed in full but a charge for a Signature Photography package will be assessed in those circumstances. Provider shoots rain or shine. Client is responsible for verifying that the weather conditions will be satisfactory to the Client the day prior to the agreed appointment. Fees for cancellations and postponements will apply irrespective of the reasons for them, specifically including but not limited to weather conditions, acts of God, nature, war, terrorism, civil disturbance, and the fault of a third party (e.g., tenants, stagers, painters, landscapers, contractors, subcontractors, etc).

**[7] Alterations:** Client may not make or permit any alterations, including but not limited to additions, subtractions, or adaptations of the Images, alone or with any other material, with the exception of cropping and alterations of contrast, brightness, and color balance that are consistent with reproduction needs.

**[8] Transfer and Assignment:** Client may not assign or transfer this agreement or any rights granted under it. The assignment rights denoted herein also do not grant the Client the right to transfer Images supplied by Provider to another party (e.g., Real Estate Agent, Property Manager, Homeowner, etc.) for the purposes of re-using the Images to avoid paying fees for service.

**[9] Applicable Law:** This agreement incorporates by reference the Copyright Act of 1976, as amended. This agreement incorporates by reference those provisions of Article 2 of the Uniform Commercial Code that do not conflict with any specific provisions of this agreement; to the extent that any provision of this agreement may be in direct, indirect, or partial conflict with any provision of the Uniform Commercial Code, the terms of this agreement shall prevail. To the maximum extent permitted by law, the parties intend that this agreement shall not be governed by or subject to the UCITA of any state. Provider is an independent contractor and not an employee. If Provider is deemed under any law to be an employee of Client, and if the Images are therefore considered works made for hire under the U.S. Copyright Act, Client hereby transfers the copyright to all such Images to Provider. Client agrees to execute any documents reasonably requested by Provider to accomplish, expedite or implement such transfer.

**[10] Indemnification and Disputes:** Indemnification: Client will indemnify and defend Provider against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of any Images or arising out of use of or relating to any materials furnished by Client. Client will indemnify and defend Provider against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of situations where access to a property is given by lockbox (aka combo box, key safe, etc.) and Client or his or her representative is not on site at the time of service. Provider will take all reasonable precautions to ensure that the property and its contents are secured, but

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Provider is not responsible for lost or misplaced keys, damaged or missing property, or other adverse conditions that result that may or may not be due to the provisioning of service.

Disputes: Any dispute regarding this agreement shall, at Provider's sole discretion, either:

(1) be arbitrated in Provider's City, Provider's State, under rules of the American Arbitration Association and the laws of Provider's State; provided, however, that irrespective of any specific provision in the rules of the American Arbitration Association, the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$5,000 or less may be submitted without arbitration to any court having jurisdiction thereof.

OR

(2) be adjudicated in Provider's City, Provider's State under the laws of the United States and/or of Provider's State.

(3) In the event of a dispute, Client shall pay all court costs, Provider's reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Provider.

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## Privacy Policy

### Introduction

f8 Real Estate Media (“we” or “us”) values its visitors’ privacy. This privacy policy is effective as of July 1, 2016; it summarizes what information we might collect from a registered user or other visitor (“you”), and what we will and will not do with it. Please note that this privacy policy does not govern the collection and use of information by companies that f8 does not control, nor by individuals not employed or managed by f8. If you visit a website that we mention or link to, be sure to review its privacy policy before providing the site with information.

### What we do with your personally identifiable information

It is always up to you whether to disclose personally identifiable information to us, although if you elect not to do so, we reserve the right not to register you as a user or provide you with any products or services. “Personally identifiable information” means information that can be used to identify you as an individual, such as, for example:

- Your name, company, email address, phone number, billing address, and shipping address
- Your f8 user ID and password
- Credit card information
- Account-preference information you provide us
- Your device’s domain name and IP address indicating where your device is located
- Session data for your login session

If you do provide personally identifiable information to us, either directly or through a partner, we will:

- Not sell or rent it to a third party without your permission — although unless you opt out (see below), we may use your contact information to provide you with information we believe you need to know or may find useful like news about our services and products and modifications to the Terms of Service;
- Take commercially reasonable precautions to protect the information from loss, misuse and unauthorized access, disclosure, alteration and destruction;
- Not use or disclose the information except:
  - As necessary to provide services or products you have ordered, such as providing it to a carrier to deliver products you have ordered;
  - In other ways described in this privacy policy or to which you have otherwise consented;
  - In the aggregate with other information in such a way so that your identity cannot reasonably be determined (for example, statistical compilations);
  - As required by law, for example, in response to a subpoena or search warrant;
  - To outside auditors who have agreed to keep the information confidential;
  - As necessary to enforce the Terms of Service;
  - As necessary to protect the rights, safety, or property of f8, its users, or others; this may include exchanging information with other organizations for fraud protection and/or risk reduction.

### Other information we collect

We may collect other information that cannot be readily used to identify you, such as the domain name and IP address of your device. We may use this information, individually or in the aggregate, for technical administration of our website(s); research and development; customer and account administration; and to help us focus our marketing efforts more precisely.

### External data storage sites

We may store your data on servers provided by third party hosting vendors with whom we have contracted.

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## **Cookies**

f8 uses “cookies” to store personal data on your device. We may also link information stored on your device in cookies with personal data about specific individuals stored on our servers. If you set up your Web browser so that cookies are not allowed, you might not be able to use some or all of the features of our website(s).

## **Your privacy responsibilities**

To help protect your privacy, be sure:

- Not to share your user ID or password with anyone else;
- To log off the f8 website when you are finished;
- To take customary precautions to guard against “malware” (viruses, Trojan horses, bots, etc.), for example by installing and updating suitable anti-virus software.

## **Notice to European Union users**

f8’s operations are located primarily in the United States. If you provide information to us, the information will be transferred out of the European Union (EU) to the United States. By providing personal information to us, you are consenting to its storage and use as described herein.

## **Information collected from children**

The f8 service is meant to be used by licensed real estate professionals who are at least 18 years of age. You must be at least 18 years old to use f8’s website(s) and service(s). f8 does not knowingly collect information from minors under 18. (See the U.S. Children’s Online Privacy Protection Act.)

## **Changes to this privacy policy**

We reserve the right to change this privacy policy as we deem necessary or appropriate because of legal compliance requirements or changes in our business practices. If you have provided us with an email address, we will endeavor to notify you, by email to that address, of any material change to how we will use personally identifiable information.

## **Questions or comments?**

If you have questions or comments about f8’s privacy policy, please contact us using the Contact page on this website.

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### **Exhibit A: Applies Only to Licensed Sales Associates Affiliated with Coldwell Banker Residential Brokerage (NRT LLC)**

This Agreement is by and between f8 Real Estate Media LLC (“Vendor”) and the Real Estate Agent ordering on this site (“Sales Associate”) who is affiliated with Coldwell Banker under the terms of an Independent Contractor Agreement. Vendor grants to Sales Associates and Coldwell Banker a worldwide, irrevocable, non-exclusive, non-assignable, royalty-free license for use of the images and/or sounds created by or provided by Vendor for purposes of use by Sales Associate and/or Coldwell Banker in all of the following media:

- (a) Digital and print marketing, advertising of a Property for sale or lease;
  - (b) Websites and/or other forms of social media used in any capacity by Sales Associate and/or Coldwell Banker;
  - (c) Any Multiple Listing Service (“MLS”) and/or derivative postings and websites which have legal authorization from the MLS to republish or reproduce those sounds and/or images;
  - (d) Digital and print image advertising and marketing, including but not limited to articles/blogs of third parties for the promotion of Sales Associate and/or Coldwell Banker;
  - (e) Advertising of “sold” properties; and
  - (f) Gifts of images and/or sounds to clients whose properties the images and sounds were taken.
- Sales Associate agrees to pay Vendor for all fees and costs charged by Vendor for Vendor’s services.