

f8 Real Estate Media Terms of Service and Privacy Policy

Terms of Service

[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 services providers ("Provider"), whether captured, delivered, or stored in photographic, electronic, or any other media. "Services" means any service or product provided by Provider whether fulfilled at an appointment, or through the Provider's software systems and/or associated third parties.

[2] **Payment:** Client is responsible for payment in full by credit card 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 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 services, fees and expenses that could not be confirmed in writing because of insufficient time or other practical considerations.

[3] **Appointment Notifications:** When an order is placed by Client, Provider will send Client a transaction confirmation by email. A separate appointment confirmation will be sent to Client by email notification only. Provider will use the email on file for the Client for these notifications. No telephone calls will be made to confirm appointments. Due to the unpredictable nature of the business, a confirmed appointment may need to be rescheduled by Provider, and Client agrees to accommodate reschedule requests arising from these circumstances. Provider makes every effort to accommodate requests for specific affiliate service providers, but cannot guarantee that the requested service provider will be assigned. Provider does not disseminate contact information for the affiliated service provider who will be providing the services(s) on site. Client agrees not to contact affiliated service provider directly for any reason with respect to Provider's services, including to set appointments, access content, etc. All communications with this affiliated service provider must flow through Provider's communication channels. Provider may need to replace the affiliated service provider being sent to the appointment at Provider's sole discretion without prior notice.

[4] **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. 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 will be processed in full but a Late Notice Fee of \$75 will be deducted. Provider shoots rain or shine. Client is responsible for verifying that the weather conditions will be satisfactory and must notify Provider by 8:00PM Pacific Time the day prior to the appointment to reschedule the appointment without a fee. Late Notice Fees will apply irrespective of the reasons for the cancellation, reschedule or postponement, 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). For appointments with multiple services, the Late Notice Fee may be waived by Provider at its sole discretion if at least one service is provided during the appointment.

[5] **Travel and Other Surcharges:** Unless notified otherwise, travel fees will not be applied to the order. For appointments located 45 minutes to one hour of drive time (one way) from Provider's nearest affiliated service provider, a standard travel fee will be applied. For appointments located more than one hour of drive time (one way) from Provider's nearest Affiliated service provider, a distant travel fee will be applied. Pricing denoted on Provider's

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website and related marketing collateral is for real estate professionals who hold a valid and active license from their local jurisdiction. For all other parties, an Unlicensed Party Surcharge will apply.

[6] Offsite Locations and Nearby Amenities: Provider's service applies only to the subject property in the order and does not include offsite locations and nearby amenities. Provider's service does include common area amenities for Planned Unit Developments (PUDs), subject to access to these amenities that must be facilitated by the client.

[7] Preparation of Property: Provider services the property in its "As Is" condition at the time of the appointment. Client is responsible for completely preparing the home for Provider's service(s) prior to the start time of the appointment. Client agrees not to schedule other vendors to be present while Provider is scheduled to provide services. Provider does not include Images of people, pets or animals in its services. If the property is not completely ready for Provider's services, or if there are material obstacles to providing services, or if unsafe conditions prevent Provider from servicing the property, Provider, at its sole discretion, will either service all or part of the home in its "As Is" condition on a best efforts basis, or cancel the appointment at Provider's sole discretion subject to all applicable cancellation and rescheduling fees.

[8] Software Platform: Media is delivered into a software platform operated by Provider 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. In addition to its primary ordering and media management site, Provider operates specialized "Microsites" that are jointly operated with affiliated brokerages and resellers. This Terms of Service and Privacy Policy extends to those sites. Third party microsite administrators may have access to order-related information and content originated in these Microsites. Client can opt out of using any given Microsite to manage orders at any time, and any information sharing with these third parties will be terminated.

[9] Delivery of 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 agrees to accept Provider's judgment as to the suitability and acceptability of the Images captured during the assignment. Media is delivered by no later than 12:00PM Pacific Time the day following your appointment. If unforeseen circumstances delay the delivery of media past 12:00PM Pacific Time the day after your appointment, f8 will provide a discount equivalent to 50% of the current standard retail rate for the f8 Signature Photography Package; this discount will be applied to a future order with Provider only. No refunds, credits or other forms of compensation are expressed or implied.

[10] Hosting and Storage of Media: Upon delivery of media to Client via Provider's system(s), Client is responsible for downloading and archiving Images, videographic content and all other types of media on Client's own storage systems. As part of its service offering, Provider offers storage of Images and other media on its systems for the life of the listing, or twelve (12) months, whichever is shorter. Images will be archived after this 12 month hosting period, and fees may apply to retrieve archived content. Videographic content will be removed from Provider's storage systems after 12 months and this content cannot be retrieved. Client is encouraged to download videographic content prior to the expiration of this hosting period. Matterport Tours will be archived after the initial hosting period, but user can pay an annual hosting fee to maintain the tour after the initial hosting period. Provider may allow for longer storage of media on its systems at its own discretion.

[11] Digital Services and Floorplans - Provider offers digital advertising services which is paid advertising using third party sites and services. By using these services, Client agrees to the f8 Real Estate Media Terms of Service and the terms of service of each third party site and service Client authorizes Provider to use. While often effective, digital advertising is based on dynamic market conditions and digital advertising is not guaranteed to provide any specific results. By using the digital advertising service, Client authorizes Provider to place ads on Client's behalf and Client acknowledges that there are no refunds for used or unused portions of your campaign, and that Provider, and its

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affiliated service providers, does not provide any form of warranty for results. Provider offers "Virtual" editing services in which Provider digitally alters images to produce various desired effects like Virtual Staging, Virtual Twilight, etc. in addition to various image enhancements (e.g., replacing dead grass with green grass, putting fires in fireplaces, etc.). Client agrees to properly disclose that such images have been digitally altered in all marketing materials using these digitally-altered images to avoid confusing viewers and to conform to all applicable advertising regulations and statutes, and to adhere to all applicable real estate industry trade practices, rules and regulations. Provider offers floorplan services to demonstrate the basic layout of the home in a diagram that resembles a blueprint. This diagram is not derived from actual measurements of the home, and it is to be used for illustrative purposes only. This diagram is not to scale, may contain inaccuracies and is expressly not to be used to: Determine the value of the home; Calculate the home's square footage; Calculate the dimensions of individual or adjoining rooms; Used in architectural applications including remodeling projects and permit applications; Any other use requiring the precise measurement of the home that one might expect from a professional appraiser or other licensed inspector.

[12] Rights and Third Party Access: 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. This license extends to any third party resellers of Provider services. Provider may, from time to time, provide media to one or more third parties that operate real estate-related websites and services including Multiple Listing Services (MLSs), real estate brokerage firms, property management firms, real estate publishers (e.g., Zillow®), related third party vendors (e.g., commercial print vendors, listing syndicators, domain registrars, etc.), and advertising platforms (e.g., Google®, Facebook®). Client waives all royalty and all other monetary or other beneficial considerations with respect to the delivery of media to third party sites. Client consents to allowing Provider to provide content to the Client's affiliated brokerage and/or third party resellers of f8 services as part of programs operated with these third parties for the benefit of the Client.

[13] Defects and Remedies: Provider captures properties in their "As Is" condition and affiliated photographers and service providers are not able to assist with cleanup, staging, moving objects, etc., and they are not equipped to provide advisory services. To ensure best results, Client is responsible for attending or sending an authorized representative to facilitate the appointment. If client provides lockbox access to property and does not attend or send an authorized representative, Client agrees to provide written notes ahead of time to communicate any special instructions. 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. Client is responsible for ensuring property is completely ready for service at the time of the appointment. This includes ensuring that other service providers (e.g., cleaners, stagers, contractors, inspectors, etc.) are not on site during the appointment. Provider has a defined process for addressing any perceived defects associated with the services it provides. The process is as follows:

- (1) Review: Provider will review its work with Client to assess and address the situation.
- (2) Revise: If content does not meet Provider's quality standards, Provider will edit the content to better meet Provider's quality standards.
- (3) Revisit: If editing does not meet Provider's quality standards, Provider will revisit the home to perform the service at Provider's expense.
- (4) Refund: If Provider is still unable to deliver to Provider's promised quality level, Provider will issue a refund for the affected service(s).

Client will be responsible for a fee for any reshoot required by Client that is not the result of any material defect caused by Provider. For any reshoot required due to 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 not charge additional fees, but Client will pay all normal expenses associated with the services being provided.

[14] Alterations: Client may not make or permit any alterations, including but not limited to additions, subtractions, or adaptations of the Images, inclusions of watermarks and other alterations made with respect to their use in any other

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materials. Permitted alterations include cropping images and alterations of contrast, brightness, and color balance that are consistent with common reproduction needs.

[15] **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.

[16] **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.

[17] **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 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.

[18] **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.

[19] **COVID-19 Terms:** If residential real estate has been deemed an essential service in your area, f8 will provide service under the following conditions: Do not schedule an appointment if you, your clients or their tenants are ill, may become ill, or have come into contact with someone who is ill. Turn on all lights, turn off ceiling fans, put down toilet seats and open window treatments prior to the appointment to minimize the number of surfaces the photographer must touch while in the home. Minimize the number of people who are at the property during the appointment. Practice physical distancing and avoid close contact with the photographer. Maintain a six foot distance at all times. Please avoid shaking hands with the photographer. If possible, you and your client(s) should wait outside or in vehicles during the appointment. Please follow all preventive guidelines provided by the Centers for Disease Control: <https://www.cdc.gov/>. By clicking Agree during your purchase transaction, you agree to hold f8 Real Estate Media LLC harmless in the event that you or your clients become infected with the COVID-19 virus as a result of the photographer performing service. If your local jurisdiction, MLS organization, REALTOR association or brokerage

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company requires a Property Entry Advisory and Declaration (PEAD) form to be signed by the photographer, send the completed form to order@f8re.com and f8 will coordinate e-signature of the form by the photographer.

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

For 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.