

## Terms & Conditions

360WorldGuide AB

February 2017

All costs in USD

1. The 360CityGuide project allows any company in selected cities and destinations access to the production of 360-images at highly reduced prices, normally available only to very large clients.
  - a. Only selected partners will be featured on 360CityGuide BUT any company can order a production for use on their own website or Expedia while we have photographers at location.
  - b. Our photographers will normally return to each city or destination 4-6 times per year, depending on the city size and how active the city is.
2. Submitted orders are not legally binding until confirmed by us.
  - a. We will confirm the orders as soon as we have a minimum of 5 orders that can be produced at the same time.
  - b. Our project management team will contact each client to coordinate the photo shoots and agree about a production date. As soon as this production date is confirmed by both parties the order will become legally binding and cannot be cancelled.
3. We charge a 50% deposit of the order sum at confirmation date and the remaining 50% at shipment date.
  - a. No deposit will be refunded after the production date is confirmed. If a client want to change agreed production date and production should not be possible to coordinate at a suitable time, the client has the option to go ahead with an individual production and PAY for airfare and travel costs OR wait for a later coordinated production without need to pay for airfare and travel costs. A production can however not be postponed for more than 12 months without special agreements with 360WorldGuide. If delayed more than 12 months the deposit will be consumed and cannot be refunded.
  - b. Shipment is performed via online service, usually DropBox if no other agreements have been made.
  - c. Shipment date is the date of loading image files to the online service and e-mail with download link is sent to appointed contact person.
  - d. The 360-images will be shipped in several different formats to suit most common standards.
  - e. High resolution still images will be shipped in jpeg.

4. The costs below are “all inclusive” and includes everything except VAT and local taxes; Everything is included such as project management, photography, post production, travel costs, all production equipment, special software, web design, webhosting, insurance and all salary costs for our staff. The cost per 360-image if purchased via this project is less than 50% of our standard list price.
  - a. The basic minimum package includes 6 (six) high resolution still images or 360-images at 2,700 USD.
  - b. Extra images ordered at the same time are charged 450 USD each.
  - c. Extra images can be a mix of 360-images and high resolution still images as the charge per image and 360-image are the same.
  - d. All images are produced in HDR, high dynamic range, wherever suitable, at no extra charge. This is done by multiple exposures, digitally merged, and enables an outside view of a window that normally would be overexposed. The overall light quality is also much improved and balanced with the HDR technique.
  - e. Properties far away from a city center will be asked to arrange and pay for transportation, if the distance is over 50 km or over 1 hour transportation with taxi.
  - f. 360-images are labeled 360WorldGuide in the bottom sphere to indicate our immaterial legal rights.
  
5. Our web design format 360Show will be used to highlight all featured partners on 360CityGuide, at no charge except for a performance based fee.
  - a. All ordered 360-images will be loaded on the 360Show, optimized for all major web browsers, including iPad/iPhone and Android devices.
  - b. All 360-images that are suitable to link will be linked together for a true virtual tour of the property.
  - c. Produced still images will also be loaded in the 360Show format. Already produced and available still images can also be loaded under condition that the quality and that all legal rights are OK.
  - d. Already produced video can be loaded to the 360Show format under condition that the quality is good and the format as well as all legal rights is OK. We can also produce new video at the same time as the property is prepared for photography.
  - e. 360Show is a web hosted service and anyone can use a link to the free version.
  - f. No annual fee for the free version of 360Show.
  - g. Performance based fees:
    - i. For hotels, we use our partner Expedia who pays us for all bookings generated.
    - ii. If a hotel prefers bookings via their own website we can use an affiliate program, if available, or set up a click trace system and charge per click.
    - iii. For other partners, we measure the number of clicks to their own website and make individual arrangements.

6. 360Show can also be ordered in 2 commercial versions without performance based fee.
  - a. 360Show/Enhanced Edition is the same as above but with booking links to the client website instead of booking links to our website. This is suitable for use on City Tourist & Convention Bureau websites or other third party websites.
    - i. The special price for 360Show Enhanced Edition is 4,000 USD.
    - ii. Enhanced Edition is also suitable for clients that are not featured on 360CityGuide.
  - b. 360Show/Basic Edition has the same functions as above but loaded only with the basic package of six 360-images and no links to any booking website. This is suitable for use on City Tourist & Convention Bureau websites or other third party websites.
    - i. The 360Show/Basic Edition have no links between 360-images (5.b. above).
    - ii. The special price for 360Show Basic Edition is 2,000 USD
    - iii. Basic Edition is also suitable for clients that are not featured on 360CityGuide.
  - c. The annual fee for the commercial versions of 360Show is 600 USD. This annual fee is charged for one year in advance and this fee is for the web hosting service and administration. Includes up to 4 hours' updates and changes per year.
  - d. The annual fee will be charged once per year and will be automatically renewed unless terminated. The contract must be terminated 1 month before new period commence. An invoice with 60 days payment terms will be issued 60 days before the new period. This will act as a reminder and allow for adequate time to consider termination or to continue with the service.
7. The legal rights to all produced images belong to 360WorldGuide but clients can use all images, forever and wherever, after full payment at no extra charge.
8. Our 360-images are approved by Expedia and all ordered and paid 360-images will be automatically loaded in the appropriate Expedia format on the Expedia website for hotels that are an active ESR partner.
  - a. Expedia have the right to remove any images on their own website at their own discretion.
  - b. The client should indicate on the shoot list what 360-images to be posted on Expedia as they generally only post images of rooms that are made available in their booking system. Images from presidential suites or royal suites is highly useful on client's own website but will probably not be used on Expedia unless these suites are available for reservations.
9. All prices are in USD, without VAT or local taxes, VAT will be added if applicable.
10. Payment terms are 10 days from date of invoice, except for the annual fee in case the 360Show is ordered (6.d.).
  - a. Invoice will be sent digitally via e-mail.

11. The hotel will provide free accommodation, full comp, including F & B (normal consumption) and free Internet access for a minimum of 2 days for 1-2 persons, depending on the number of images ordered.
  - a. Clients that are not hotels, such as museums, boutiques and restaurants, will provide Food & Beverages and Internet access.
12. The clients will be responsible for the preparation of every room to be produced according to the "shoot list".
  - a. The rooms must be prepared and ready for the photographers as they are instructed not to change anything in a room.
  - b. A shoot list template is available via 360WorldGuide. The shoot list must be sent to our project management team before the arrival of the photographer.
  - c. The allocated time per ordered image is max 30 minutes. Expect a maximum of 16 images per day when preparing the shoot list.
  - d. Photography is performed between normal working hours, 7 am to 6 pm but is limited to time allocated. Any plans for photography deviating from this must be agreed by the photographer or our project management team.
13. No models are allowed and client staff and guests are to be avoided in the images.
  - a. Staff and guests can be visible in a distance but will not be recognizable.
  - b. All photography is done in natural light and no special lights are needed.

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