



Terms and Conditions

1. Acceptance of Terms of Service Agreement:

a. Electronic Agreement: This Agreement is an electronic contract that sets out the legally binding terms of Your use of the Site and registration therein. This Agreement may be modified by TRE from time to time, such modifications to be effective upon posting by TRE on the Site. This agreement includes TRE's Privacy Policy and any notices regarding the Site. By accessing the Site or registering on the Site, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

b. Electronic Form: By accessing the Site or registering on the Site, you consent to have this Agreement provided to You in electronic form.

c. Non-electronic Copy: You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after You electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to info@trevisuality.com or a letter and self-addressed stamped envelope to: TRE Visual, LLC, 3246 Inverness Ct, Orlando, FL 32806

d. Electronic Communications Notices The information communicated on this Site constitutes an electronic communication: You agree that TRE may communicate electronically and that such communications, as well as notices, disclosures, agreements, and other communications that TRE provides to You electronically, including without limitation by posting on the Site or by email at the address designated by You, are equivalent to communications in writing and shall have the same force and effect as if they prohibited, from disclosing a reason for the termination of Your account. Even after Your registration is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

2.Account-Security:

You are responsible for maintaining the confidentiality of the username and password that You designate during the registration process, and You are fully responsible for all activities that occur under Your username and password. You agree to (a) immediately notify TRE of any unauthorized use of Your username or password or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. TRE will not be liable for any loss or damage arising from Your failure to comply with this provision. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

3. Privacy Policy:

TRE values Your privacy. Please review the Privacy Policy at www.trevisuality.com/privacypolicy which describes TRE privacy policies in detail, including the kind of information TRE collects, how TRE uses the information collected, and how TRE protects You.

4. Content on TRE Visuality:

Proprietary Rights. TRE owns and retains all proprietary rights in the Site and the Service. The Site contains the copyrighted material, trademarks, and other proprietary information of TRE, and its licensors. Except for that information which is in the public domain or for which You have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

5. Ownership:

TRE solely and exclusively owns all intellectual property and other rights, title and interest in and to the Services and the Site. TRE has the sole and exclusive right to obtain trademark and copyright registrations, patents, and other protections in and to the Services and the Site. You do not acquire any right, title or interest in such property under this Agreement, by use or otherwise. Accordingly, all photos provided to You through the Services of this Site are solely and exclusively owned by TRE.

As such, TRE reserves all rights of ownership including but not limited to the distribution, publication, alteration, sale and duplication of any and all photos provided to You through the Services and this Site for whatever reason in TRE sole and absolute discretion. As a User of the Site and Services, upon purchasing and paying in full for the Services received. You are granted a limited, terminable, non-exclusive license to use the photos and other Services provided to You by TRE in any legal manner You should choose. You are not, however, granted a license to sell, transfer, license, and sub-license or otherwise distribute the Services, any component of the Service, or any products or services derived or developed from or based on the Service to any third party. Notwithstanding the foregoing, Users may transfer the Deliverables associated with the Service to their MLS provider for the sole purpose of fulfilling the defined purposes of the MLS provider. Such transfer of this limited usage license to the MLS shall not in anyway be construed as a transfer of ownership to the MLS. More specific licensing rights shall apply to certain image packages provided by TRE as follows: "Zone Photography:" All Zone Photography carry with them a limited, non-exclusive license to use the photos in order to market the real-property listing for which they were purchased and cannot be used to market other listing or for any other purpose. "Amenities Images:" All Amenities Photographs carry with them a limited, non-exclusive license to use the photos in order to market the real property listing for which they were purchased and cannot be used to market other listing or for any other purpose.

6. Registration on the Site:

In order to be a client of the Site and be provided the Site's Services, you must register through the Site via the online registration process. During the registration process, you agree to provide TRE with accurate and complete contact information. You also agree to promptly notify TRE if any of this information changes. You agree to select a password upon registration. You are responsible for all use of this password, including without limitation, any use by any unauthorized third party. You agree to notify TRE immediately if You believe this password is or has been obtained or used by any unauthorized person or entity. In addition, you agree to notify TRE immediately if You become aware of any other breach or attempted breach of the security of TRE.

7. Customer Service:

TRE provides assistance and guidance through its Client Services Representatives. When communicating with our Client Services Representatives, you may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that Your behavior towards any of our Client Services Representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate Your registration.

8. Modifications to Service:

TRE reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that TRE shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service.

9. Blocking of IP Addresses:

In order to protect the integrity of the Service, TRE reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Site.

10. Disclaimers:

TRE is not responsible for any incorrect or inaccurate Content posted on the Site or in connection with the Service, whether caused by employees of TRE or the equipment or programming associated with or utilized in the Service. TRE assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User accounts and communications. TRE is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems

or traffic congestion on the Internet or at any site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will TRE or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Site or the Service. TRE cannot guarantee and does not promise any specific results from use of the Site and/or the Service.

11. Links:

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because TRE has no control over such sites and resources, You acknowledge and agree that TRE Visuality is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that TRE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.

12. Limitation on Liability:

Except in jurisdictions where such provisions are restricted, in no event will TRE be liable to You or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from Your use of the Web site or the Service, even if TRE has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, TRE's liability to You for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by You to TRE for the Service during the term of Your registration.

13. Jurisdiction and Choice of Law:

If there is any dispute arising out of the Site and/or the Service, by using the Site, You expressly agree that any such dispute shall be governed by the laws of the Free Associated State of Puerto Rico, without regard to its conflict of law provisions, and You expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the Free Associated State of Puerto Rico,

14. Indemnity by You:

You agree to indemnify and hold TRE, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, damages, costs, or demands of any nature, including reasonable attorney's fees, made by any third party due to or arising out of Your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of Your representations and warranties set forth above.

15. No Third Party Beneficiaries:

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

16. Terms Related to Specific Services and Products Offered by TRE on the Site:

TRE offers a "Services" in addition to a variety of "Packages". TRE reserves the right to use third parties for the completion of any or all of the Services provided within its list of Services and Products. The Base Services includes the following: Standard Photography - 25 Photographs for Residential and Commercial Interactive Gallery, Editing Blue Sky, Next day turnaround, 12 months of cloud storage.

TRE also provides 'Packages' as part of its Services. For a complete list of Package contents as well , please visit www.trevisuality.com. TRE reserves the right to take more or less than the specified number of photos in each package, dependent upon the unique situation of each property. The content in each picture is part of the TRE standards and you agree to receive the final result.

17. Payment:

A valid credit card must be received at the time of order. If a valid form of payment is not received when the Services are ordered on the Site, service will not be performed, until and unless terms have been agreed to and extended by contract prior to the time of order. TRE will bill Your credit card upon completion of Services for all charges and Services unless otherwise agreed to in writing prior to the completion of your order. After services are completed, your credit card may be charged again if you have incurred additional fees due to circumstances including but not limited to cancellation, reshoots, travel fees, 'no show' fees and/or upgrades to your chosen services elected after the initial order was placed. Prices listed on the Site are for residential properties only. Commercial properties are subject to different pricing. Contact TRE for more information. Pricing for TRE Services are subject to change at any time. In the event that TRE must pursue legal action in order to collect on balances due, you agree to reimburse TRE for all expenses incurred to recover any and all sums due, including but not limited to all attorney's fees and other expenses. TRE bills You through an online account (Your "Billing Account") for use of the Service. You agree to pay TRE all charges at the prices then in effect for any use of the Service by You or other persons (including Your agents) using Your Billing Account, and You authorize TRE to charge Your chosen payment provider (Your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. TRE reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

The terms of Your payment will be based on Your Payment Method and may be determined by agreements between You and the financial institution, credit card issuer or other provider of Your chosen Payment Method (the "Payment Method Provider"). If TRE does not receive payment from Your Payment Method Provider, you agree to pay all amounts due on Your Billing Account upon demand. TRE is not responsible, however, for malicious attacks or theft that result in credit card information being transferred to another party without the consent of TRE, unless such illegal acts shall occur as a result of negligence by TRE.

18. Scheduling:

After your order is placed, you will receive a confirmation email with the information regarding your order. TRE is not liable in any way if TRE cannot get in touch with You in the event that You provided inaccurate contact information during the registration process or if you are unavailable or for any other reason. If neither agent nor home-owner is present at the time the Services are scheduled to be performed, and the agent nor homeowner has made prior requests related to shot selection, all shots taken will be at the discretion of the photographer. It is always the homeowner's and/or agent's responsibility to prepare the property for the photo shoot, and TRE is not responsible for homes that are not in 'show-quality' condition at the time of the photo shoot. TRE shoots all photos of the property in "as-is" condition. Unless access to the property is otherwise arranged, the agent or homeowner must be present at the time of the tour. TRE is not responsible for inaccessible properties and reserves the right to charge cancelation, reschedule, reshoot, or travel fees as a result of property inaccessibility.

19. Distribution of Services and Products:

After a shoot is completed and the photos are processed, the photos and slideshow will be uploaded to the TRE website. An email containing a link to the photos and Services will be sent to the contact on file. TRE is not responsible for emails not received but, will make any attempt to rectify this situation by sending emails to the appropriate party once notified that the initial email was not received. No refunds will be given in the event that a listing sells between the time the photos are taken and the time they are distributed to the agent and/or property owner.

20. Internet Distribution and Display:

All clients understand and agree that all photos displayed on the internet are the property of TRE. Moreover, all properties that are photographed and uploaded to the inter-net may be available for public viewing. In the event that an agent or homeowner's con-tact information is attached to these listings, it may be displayed online for public viewing.

TRE reserves the right to send your property information and photos to other real estate websites and portals in order to generate more exposure for your listings. If you do not wish for such distribution, you must request that we do not send your listing data to any third parties. Additional Fees TRE reserves the right to charge additional fees due to cancellations, rescheduling, travel time, and reshoots. Cancellations or Rescheduling will be honored for a full refund up to 24 hours to the day prior to the scheduled shoot. You have to process your request in your account. Any cancellations due to weather except for extreme circumstances, at the discretion of TRE, may result in a cancellation/rescheduling fee. Once an TRE photographer has photographed a home, cancellation/rescheduling will not result in a refund. Travel Fees may be charged if properties are outside of TRE's Service Area. Please See the Service Area map found at twww.revisuality.com for detailed maps of our Service Area. In the event that a travel fee is charged, the fee will be disclosed to You no later than when the shoot is scheduled.

21. General:

Neither this Agreement, nor any of Your rights or obligations pursuant to this Agreement or regarding use of the Site or Service, is assignable or transferable by You without the prior written consent of TRE which shall be in its sole discretion. Any attempted assignment without TRE consent is void and of no force or effect. This Agreement is binding upon each party of this Agreement and their successors and per-mitted assigns. No failure or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege under this Agreement. This Agreement may not be modified except as expressly provided within the Agreement. You and TRE are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this Agreement. This Agreement contains the entire agreement between You and TRE regarding the use of the Site and/or the Service. If any pro-vision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Please contact us with any questions regarding this agreement. If you have questions or concerns regarding this Agreement, the practices of TRE, or your dealings with the Site, please contact us by clicking on 'Contact Us' at:

<http://www.trevisuality.com>

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE..