

Terms of Service

Overview

By choosing to work with View My Space, or “VMS”, you agree to all terms of service listed within this document. Any exceptions made to any terms or conditions must be expressly agreed upon in writing, and accepted at the discretion of View My Space.

Definitions

“Client(s)” refers to any current, past, or potential customers of View My Space.

“View My Space” may also be referred to as “VMS” throughout this document.

Content Rights

All content produced by View My Space shall be considered property of VMS indefinitely, along with Matterport Corporation, the hosting provider of 3D virtual showcases. Content rights include all components of 3D showcases, photography, videos, and schematic floorplans. View My Space may use such content for marketing purposes, unless permission is explicitly revoked by Client. Client may opt to keep showcases private from the public by requesting such prior to shooting. View My Space will not be held financially responsible for loss of content beyond what Client has paid for service under any circumstance.

Pricing

Client will receive an estimated price based on information provided prior to the arrival of VMS for 3D imaging services. Client understands a final price will be given before 3D imaging takes place, to include any agreed upon extra services and square footage. Client will be charged separately for any services requested after initial imaging, such as “Mattertags” and additional still photography.

Early Termination of Service

If Client chooses to prematurely terminate hosting of a showcase, credit will be offered towards additional hosting packages at a pro-rated rate. For any reason should VMS or the Matterport Corporation cease to exist, a refund for hosting services of \$5.00 per month shall be issued, with the option to have Client showcase transferred to another hosting provider.

Cancellations

Clients may choose to cancel imaging service within one hour of their imaging session. Cancellations without proper notice may be subject to a \$35 cancellation fee, plus any mileage fees where applicable, at the discretion of VMS. Cancellation fees will also apply should the filming space be inaccessible due Client no-shows, inoperable locks or key boxes, excessive debris or clutter, or other unsafe health conditions on the premises.

Site Setup

Clients are expected to arrange the site exactly as they would like it to appear prior to the arrival of a VMS 3D imaging specialist. VMS will not be held accountable for showcases that are not satisfactory due to Client not staging the site appropriately.

Site Revisits

Should Client request VMS return for re-imaging due to Client error (failure to set up the space as desired, cluttered areas, inaccessible rooms, etc), VMS may charge full rate of initial imaging fees to retake any shots or locations. Discounts for small area shots are at the discretion of VMS. Any retakes taken more than 30 days after initial imaging will always be at full rate. This does not include any previously negotiated site revisits for commercial/contract services.

Billing & Payments

Initial Service It is requested that payment for services is made upon arrival of the VMS technician once a final price is discussed. VMS accepts cash, checks and credit cards. Should Client not be present during imaging, VMS will send an electronic invoice with payment due within 5 business days. Content will not be distributed until payment has been received from client. Should client be unreachable, or payment not be received within 10 business days, all content will be deleted.

Additional Add-ons Additional options such “Mattertags”, extra photos, videos, etc. after initial imaging will be billed via electronic invoice. Payments are due within 5 business days of receipt.

Showcase Hosting Client must follow through with payments to keep their 3D showcases active. In some cases, automatic billing may also be offered. VMS will notify clients within 2 weeks of their 3D showcase expiration date. An electronic invoice will also be sent for 3D showcase renewal. Showcases not renewed within 2 weeks after expiration will be deleted from our servers.

Schematic Floor Plans

Schematic floors plans are to be used as a reference for your building. Though our schematic floorplans are typically 98%-99.9% accurate, they should not be relied upon for critically sensitive applications.

Guarantee of Service

We work with our clients to ensure 100% satisfaction. Should Client be dissatisfied with the quality of their showcase or other media due to VMS error, we will remedy the situation with either a site revisit or discount. If for some reason we cannot deliver a satisfactory result, a full refund will be offered.

Still photography

Client will be provided multiple watermarked still shots to choose from that are included with their 3D showcase. Watermarks will be removed from the photos selected by the Client as a part of their package, and additional photos may be purchased. Client may not use watermarked photos for any reason whatsoever until they are released with watermarks removed. Use of watermark photography is considered copyright infringement.

Showcase Display

VMS will not be held responsible for any illegal display of showcases or other media. Client is responsible for obtaining authorization to use and create 3D showcases of spaces. Any legal matters that arise in regard to the showcase or other media will be forwarded to Client.