

TERMS & CONDITIONS

2010 Video Production Services.

1. Booking Procedure, Pricing & Deposits.

- a. Video pricing includes single visit filming, editing & post production, output to Flash and all coding required to embed the video within your website.
- b. Prices assume that the property is in a clean & presentable condition.
- c. All dates on our online booking form are subject to availability.
- d. Your chosen dates are only reserved and confirmed once you have received a Booking Confirmation from View by Video.
- e. All non-custom video deposits are \$149.50. For package bundles & custom video packages, the deposit is charged at 50% of the overall cost.
- f. All deposits paid online, regardless of the type of service requested by the homeowner, are subject to a 2.5% processing fee.
- g. Deposits must be paid in full no later than 7 days after completing our online booking form or at least 48 hours before the chosen filming date, which occurs first.
- h. All deposits are non-refundable, unless stated otherwise.
- i. Prices are non-negotiable once a booking form has been submitted and the relevant deposit has been paid.

2. Filming, Dates & Preparation.

- a. Your management company must be made aware of your booking with View by Video and the dates scheduled for filming.
- b. Depending on the size of the subject property, filming can take up to 4 hours in duration for a single property.
- c. If our 'Home Staging' option is not selected, you must advise your management company to set out the pool/patio areas, etc, otherwise our \$35 Home Staging fee will apply.
- d. If filming cannot be completed due to repair, maintenance or redecoration in progress, or if such work in progress causes considerable delay to the filming schedule a \$50 return fee will apply.
- e. If we have to return to your villa or community to capture additional footage which is not specifically mentioned whilst completing our online booking form, a \$50 return fee will apply.
- f. Although we allow the filming dates to be amended, all changes within a 48 hour period of filming will result in a \$50 fee.
- g. View by Video will not be held responsible for any loss of revenue as a direct result of the homeowner moving or refusing a rental booking in order to allow filming to take place at their property.
- h. View by Video reserve the right to cancel or postpone any scheduled filming dates due to unsatisfactory weather conditions.
- i. View by Video reserve the right to cancel or postpone any scheduled filming dates if the property is presented in a substandard condition (ref: 1.b).
- j. Once filming has commenced at the subject property you agree to pay the remaining balance on your account. Cancellation requests made after filming has commenced and/or completed will not be accepted.

3. Post Production, Editing & Rendering.

- a. We endeavor to make your video preview available to view within 7 days of completing all required filming.
- b. Editing & post production allows for 2 re-edits to the initial preview. We must be notified of all required amendments on each edit. Any further re-edits will be charged at \$90 per hour. A minimum charge of \$45 is applicable.
- c. All videos are optimized to play on our dedicated streaming media servers. An actual end-user internet connection speed of 2Mbps or higher is recommended. Low bandwidth/Low quality versions of your video are available upon request.
- d. We cannot be held responsible for viewing problems caused by your internet connection speed falling below the stated service level. If you are unsure, please contact us for details of how to check your actual internet connection speed.

4. Video Hosting.

- a. Hosting is required for all videos produced by View by Video, Inc. except as indicated in paragraph 5 below.
- b. Our annual or monthly hosting fee will apply regardless to the homeowner publishing the video within their website. It is the homeowner's responsibility to arrange for the video to be embedded with their web master or with assistance from View by Video.
- c. All video hosting renewal notices will be sent at least 14 days prior to the renewal date.
- d. Cancellations for video hosting must be made no less than 7 days of the renewal date.
- e. Failing to renew agreed video hosting will result in the deactivation of the video. A \$35 reactivation fee will be applied.
- f. Self Hosting is available upon request and is subject to a release fee of \$185 and signed acknowledgement of our terms and conditions.
- g. Self hosting must be applied for at the time of booking. All self hosting requests made during or at the expiration of our free hosting period will be subject to an additional \$95.00 transfer fee.

5. Self Hosting

Clients wishing to host video and audio files produced by View by Video on their own servers agree that:

- a. Video and audio files, unless otherwise stated, are released on a single user license for the sole and exclusive use of the client to promote his real estate and/or vacation rental business. They may not be re-sold, hired, shared, loaned or otherwise disseminated to third parties, in full or in part, without written authorization of the producers and payment of the appropriate royalty fee.
- b. No video may be hosted in such a manner that allows content to be downloaded, altered or re-distributed to any third party. Only secure streaming media servers, approved by View by Video will be considered suitable for this purpose.
- c. A production credit to View by Video shall remain clearly visible as a watermark or end credit.
- d. We cannot guarantee the streaming or visual quality of self hosted videos.
- e. View by Video offers no guarantee of the security of any video not hosted on its servers against download, alteration or theft.

6. Balance Payments & Video Release.

- a. All finished videos must be signed-off by the client and the balance paid in full before the video is released.
- b. All balance payments shall serve as approval of the final video render.
- c. No claims for rebates or refunds will be considered once film has been approved.
- d. Linking to a preview video from any website before the full balance has been paid will result in an additional fee equivalent to 50% of the total cost of the video.

Terms & Conditions are subject to change without prior notice.

If you have any further or specific questions regarding View by Video and our services, please do not hesitate to contact us in the US on (877)-828-0508 or in the UK on 0845 094 0334. Alternatively, you can email us at enquiries@viewbyvideo.tv.