

f8 Real Estate Media Property Website Terms of Service and Privacy Policy

Terms of Service

[1] **Definitions:** "Image(s)" means all visual representations furnished to the party consuming media services ("Viewer") 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] **Preparation of Property:** Provider services the property in its "As Is" condition at the time of the appointment. Viewer is responsible for investigating the condition of the property to their own satisfaction.

[3] **Software Platform:** Media is delivered into a software platform operated by Provider for Viewer's convenience, and this software platform may be modified or replaced without notice. Any information inputted by Viewer into systems supplied by Provider are not warranted to be saved or managed, and may not be retrievable if a system is replaced.

[4] **Digital Media Services** - 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.). Viewer may encounter images that have been digitally enhanced in this manner. These images are provided for illustrative purposes only and do not imply anything with respect to the status of the condition of the underlying property. Viewer is responsible for investigating the condition of the property to their own satisfaction including, but limited to personal inspection and investigation, hiring one's own inspectors, reviewing required disclosures, etc.

[5] **Floorplans** - 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.

[6] **Rights and Third Party Access:** When media is delivered, Provider grants to its clients 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. Viewer is expressly not authorized to download, copy or otherwise use the images or other media for their own use. Provider retains a perpetual, royalty-free license to utilize the media it creates 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®).

[7] **Alterations:** Viewer 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 materials. Permitted alterations include cropping images and alterations of contrast, brightness, and color balance that are consistent with common reproduction needs.

[8] **Take Down Requests** - Images and media provided by Provider to its clients will remain publicly available until Provider's client makes the media unavailable. Provider is not responsible for monitoring the status of the property,

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including but not limited to whether the property is for sale, has been sold, has been withdrawn from the market, etc. Please direct requests to remove media that is available to the public to the party who is authorizing its display. This is typically a real estate agent, property manager or other real estate professional who is or was marketing the property to the public. For assistance in determining who is authorizing Provider to display media, please contact Provider in writing by sending an email to order@f8re.com.

[9] **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 Viewer, and if the Images are therefore considered works made for hire under the U.S. Copyright Act, Viewer hereby transfers the copyright to all such Images to Provider. Viewer agrees to execute any documents reasonably requested by Provider to accomplish, expedite or implement such transfer.

[10] **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, Viewer shall pay all court costs, Provider's reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Provider.

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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.