



## **TERMS OF SERVICE**

By using services through Visual Agent, you have agreed to be bound by these Terms of Service. Terms of Service described below will apply to all orders placed with Visual Agent. Visual Agent reserves the right to update and/or change the Terms of Service. Agent agrees to the changes through continue usage of content.

### **Content Rights**

Agent have the right to use all content performed and produced by Visual Agent for any marketing, including but not limited to, printed materials, online platforms, personal marketing, store, retouching/altering, and sharing content. Selling or transferring content is prohibited unless approved by Visual Agent in writing. All content is owned and copyrighted by Visual Agent, which grants agent a limited, nonexclusive right of content.

### **Usage Terms**

Visual Agent agrees host agent's content for up to a consecutive period of 1 year. Thereafter, agent agrees to pay \$45 per year if agent wishes for Visual Agent to host agent's content for a longer period, charged ahead of time, paid yearly.

Visual Agent is not liable for any losses or inconveniences caused by malfunctioning web-based technologies. Visual Agent will not perform services for any purpose that is unlawful or prohibited by these terms and conditions.

Visual Agent maintains liability insurance to protect the contents of agent's client property from any damage caused by Visual Agent. Visual Agent is not responsible for delays, failure to perform, or damages beyond reasonable control resulting from, but not limited to, weather, uncontrollable conditions, acts of God.

Visual Agent has the right to void any order and/or discounting working with an agent for any reason without warning. A full refund will be issued to agent for unfulfilled orders. No other terms or conditions apply unless specified in writing.

## **Platform Terms**

An agent must complete a mandatory form to create an account with Visual Agent.

A username and password are required to gain access to Visual Agent's platform.

Visual Agent's platform allows access to order form and manage content/services.

Information collected is used to assist website to customize agent's account and automate the ordering process. All personal information is used for the purpose as requested by the site.

Visual Agent does not, nor will never, sell customer lists and/or names to any third parties. Visual Agent may disclose personal information if required by law enforcement.

## **Reschedule and Cancellation Policy**

Agent agrees to the rescheduled and/or cancellation fees described below:

12-24 hours prior to appointment a \$25 fee is assessed to agent's credit card.

0-12 hours prior to appointment a \$50 fee is assessed to agent's credit card.

In case of weather events, agent will have the option to continue with the scheduled appointment or reschedule to the next available appointment timeslot. The agent is responsible for rescheduling due to weather. Visual Agent is not responsible for rescheduling because of weather.

A \$50 rescheduling fee will be assessed if the photographer is at a scheduled appointment but cannot access the property. Photographer will remain at the property for 15minutes past the scheduled start time.

Agent must have the property "photo ready" by the scheduled appointment. Visual Agent is not responsible for "preparing" the property. If conditions are unacceptable, a \$50 rescheduling fee will be assessed.

## **Price and Payments**

Payment is required to complete the ordering process. Without payment, the order will be listed as "pending" and will not be eligible to schedule the appointment. If the order is "pending" the day/time requested will still be available or other agents to schedule.

Visual Agent guarantees professionally produced content. If standards are not acceptable based on reasonable standards, a refund will be issued, or in part depending on the portion of the content that is not acceptable. Visual Agent is responsible for the amount of the refund. Agent will not receive or be allowed use any refunded content.

Visual Agent will re-edit content based on the agent's written notes. An hourly fee may be assessed if the agent is not satisfied but would like to continue refinement of the content.

If a legal dispute arises with regards to the business conduct or representative's actions while contracted by Visual Agent, agent agrees to a privately mediated settlement.

A "drive charge" will be assessed if the appointment is further than 30 miles outside of Shoreview, Minnesota. The drive charge is assessed on the ordering form.

An additional \$5 re-render fee will be assessed to agent's credit card for requested changes to the High Definition Photo Video Tour.

### **Unsubscribe or Opt-Out**

Please send an email to [Info@visualagenthd.com](mailto:Info@visualagenthd.com) to discontinue or unsubscribe from Visual Agent's website.

### **Acceptance of Terms**

Refrain from the use of our website if you are in disagreement with our terms. By using Visual Agent's website, you are hereby accepting the terms and conditions.

I hereby release Visual Agent from all claims and liability relating to images, video or photographs taken of the real estate sale or purchase I am representing.

### **Please contact us if you have any questions or concerns**

**Email:** [info@VisualAgenthd.com](mailto:info@VisualAgenthd.com)

**Telephone Number:** 651-208-4242