

TERMS AND CONDITIONS

16/5/2017

DEFINITIONS

Scan - A term used for the photographic data collection provided by the 3D camera

Matterport Inc. - Matterport are the camera manufacturer and cloud platform/ portal provider for the service.

You/ Your - The client purchasing the service from HomeWalk, including all of your employees, agents or affiliates.

3D Showcase - The application and technology of Matterport Inc to display 3d imagery, data including 'dollshouse', 'floor plan' views and 'walk-through' enabling the user to navigate the space virtually from various electronic devices including smart phones, tablets, PC, notebook or any other WebGL enabled device.

1. HomeWalk will own the copyright to all photographic imagery and data taken within the 3d showcase. Matterport inc. will include all the copies of the photographic imagery and data contained within the showcase and You will only access the showcase within the terms of HomeWalk and Matterport Inc.
2. HomeWalk cannot edit the showcase nor remove any object within the space and although every precaution will be taken to ensure the showcase is produced to the best quality, the camera system supplied by Matterport inc. does not have aperture, shutter speed, ISO, colour balance or any other control normally associated with both digital and film cameras. HomeWalk recommend that the space is illuminated sufficiently and the scan is taken at the recommended time to avoid either direct sunlight or darkness which may affect the imagery. HomeWalk also recommend that the showcase is produced when the space is unoccupied as persons, pets and other moving things may affect the imagery and data.
3. As a customer and user of the HomeWalk service you will be an authorised user of Matterport Inc. for all intents and purposes. As an authorised user of the Matterport portal you must comply with the terms and conditions set out by the Matterport portal. These terms can be found on the website (<https://matterport.com/legal/terms-of-service-2/>) Any breach of these terms will be classed as a breach by You.
4. HomeWalk can not provide any warranty as to the running of the Matterport portal. Any loss of service or changes to the portal are out of the control of HomeWalk and therefore cannot be held liable for any losses (financial or otherwise) that may arise from any defect or loss of service.
5. HomeWalk will host the showcase within the terms of Matterport inc. for 12 months from date of upload to the Matterport cloud platform. After this time HomeWalk reserve the right to charge an Annual fee for hosting due to the incurred costs from Matterport Inc for the cloud hosting service. HomeWalk shall inform You of the fees before the 12 months hosting has elapsed. HomeWalk will endeavour to reduce costs wherever possible to ensure the hosting service is affordable.

6. HomeWalk will not be held responsible for any compatibility issues from devices trying to access the 3d Showcase on the Matterport portal. Matterport inc have worked closely with organisations to ensure the 3d showcase is viewable and reliable on as many devices as possible although the 3d showcase may not work on older devices. You will ensure that any device browsers are updated or the showcase is tried on other up-to-date devices before informing HomeWalk of any technical issues within the 3d showcase.
7. HomeWalk will not be held responsible for any crime including theft from any form of data or information contained within the 3D showcase service. HomeWalk recommend that the premises is checked before the scan is taken to ensure that no information which could be used for such crimes is in view of the camera. HomeWalk also recommend that the 3D showcase is thoroughly checked over before publishing the showcase to the general public.
8. HomeWalk reserves the right to cancel any service at any time due to default in payment or for any other means deemed reasonable by HomeWalk.
9. HomeWalk and www.homewalk.co.uk are trading names of Simon Timms (Sole trader)
10. HomeWalk is not VAT registered at this time of writing, hence all prices quoted or invoiced are not subject to VAT.
11. These terms and conditions shall be construed within the laws of the United Kingdom.