

Virtual Viewing Terms and Conditions

(Updated 2025)

1. INTERPRETATION

1.1 In these Terms and Conditions the following words shall have the following meaning:

1.1.1	<i>Agreement</i>	Means the agreement between the Client and Virtual Viewing incorporating these Conditions, the Services Schedules (and any Specifications thereto) and any Software License.
1.1.2	<i>App</i>	Means a mobile device or computer based Application.
1.1.3	<i>Client</i>	Means the person or company named on the Services Schedule for whom Virtual Viewing has agreed to provide the Services
1.1.4	<i>Conditions</i>	Means these Terms and Conditions
1.1.5	<i>Goods</i>	Means any products supplied by Virtual Viewing
1.1.6	<i>Document</i>	Includes, in addition to a document in writing, any map, computer software, plan, specification, model, design, graph, drawing, artwork, logo or photograph, any film, negative, tape or other device embodying visual images, any disk, tape, or other device embodying any other data
1.1.7	<i>Input Materials</i>	Means any Documents or other materials and any data or other information provided by the Client relating to the provision of Services
1.1.8	<i>Output Materials</i>	Means any Documents, or software, programs, codes or scripts or other information provided by Virtual Viewing itself or created by Virtual Viewing using the Input Materials including but not limited to a Client Site, mobile applications and animations.
1.1.9	<i>Services</i>	Means those Services to be provided as indicated in the Services Schedule or on any invoice
1.1.10	<i>Server</i>	Means the Virtual Viewing server to which the Site will be uploaded as per the Specification
1.1.11	<i>Services Schedule</i>	Means the most up to date schedule to which these Conditions are attached

1.1.12 *Specification* Means the various Specifications attached to the Services Schedule

1.1.13 Virtual Viewing Limited registered in England.

1.1.14 All singular definitions include the plural.

2. TERM OF THE AGREEMENT

This Agreement shall continue for the Term specified in the Services Schedule unless terminated earlier in accordance with paragraph 12 below. At the end of the Term the Agreement will continue until the Notice to terminate referred to in the Services Schedule is given to Virtual Viewing in writing. Where Virtual Viewing is the Sole Provider the Client agrees not to receive the Services from a third party.

3. SCOPE OF AGREEMENT

- 3.1. The Conditions set out below, together with any other documentation referred to specifically shall comprise all the terms of the contract between the Client and Virtual Viewing. No other statement written or oral, including any statements in any brochure, promotional literature, quotations or tenders of Virtual Viewing nor any terms and conditions contained in a purchase order of the Client shall be incorporated into the Agreement or have legal effect.
- 3.2. The terms set out below shall prevail over any terms put forward by the Client and except as provided for in 3.3, no conduct of Virtual Viewing shall constitute acceptance of any terms put forward by the Client unless Virtual Viewing expressly agrees to them in writing signed by its duly authorised agent.
- 3.3. No employee or agent of Virtual Viewing has any authority to vary the Agreement orally or to make any representation on behalf of Virtual Viewing as to their effect. No addition or variation of the Agreement shall be binding on Virtual Viewing unless in writing signed by one of Virtual Viewing's Directors.

4. PERFORMANCE OF THE SERVICES

- 4.1. Virtual Viewing will provide the Services to the Client for the Term subject to these Conditions
- 4.2. Virtual Viewing shall commence performance of the Services within 14 days of the date of the Services Schedule unless otherwise agreed in writing.

5. CLIENT OBLIGATIONS AND RESPONSIBILITIES

- 5.1. The Client hereby acknowledges that any Specifications forming part of this Agreement were produced by Virtual Viewing in full consultation with the Client.

- 5.2. The Client shall at its own expense supply Virtual Viewing with all necessary Input Material relating to the Services in a format requested by Virtual Viewing (failing which Virtual Viewing is entitled to make extra reasonable charges necessary to recoup expenses in conversion to or use of other software) within sufficient time to enable Virtual Viewing to provide the services.
- 5.3. Although Virtual Viewing will use reasonable endeavours to look after any Input Material supplied, the Client must insure against accidental damage or loss while the Input Material is in Virtual Viewing's possession since Virtual Viewing will accept no liability for such damage or loss unless in its reasonable opinion there has been negligence on the part of one of its employees.
- 5.4. The Client will provide Virtual Viewing with all co-operation, information and support that may be reasonably required for the performance by Virtual Viewing of the Services.
- 5.5. The Client shall be responsible for obtaining and complying with all necessary legal permissions for the use of any Input Material and shall be responsible for compliance with all relevant laws and statutory controls relating to the display and use of the Input Material. In particular, the Client remains responsible for compliance with any requirements under the Data Protection laws.
- 5.6. Unless otherwise agreed in writing the Client is responsible for the backup of its own files, as Virtual Viewing does not provide a recovery service to the Client.
- 5.7. Where necessary for the provision of the Services the Client shall allow Virtual Viewing full and complete access to the Client's office areas where the Services are to be performed.
- 5.8. The Client agrees not to solicit the employment of, nor offer employment to, nor use the services of any employee, or consultant of Virtual Viewing who has been engaged either directly or indirectly in the provision of the Services for a period of 6 months from the date of final payment for Services for the individual in question without receiving the written consent of VV. In the event of the Client employing or using the services of any such employee or consultant whether directly or indirectly, in contravention of this paragraph, the Client will pay to Virtual Viewing a sum equivalent to six months' salary for that employee or consultant, such sum to be payable on the date when such employee or consultant was first employed or his services used by the Client.
- 5.9. The Client agrees to indemnify Virtual Viewing and keep it indemnified at all times against all or any direct or indirect losses, costs, claims, damages, fines, penalties or expenses suffered or incurred by Virtual Viewing, or for which Virtual Viewing may become liable arising out of or in connection with:
- (a) Virtual Viewing's use, display or storage of Input Materials and/or a Client Site in

- accordance with this agreement; and/or
- (b) the Client's use of the Output Material including any App; including for the avoidance of doubt any claims by third parties that the such use by Virtual Viewing or the Client infringes their intellectual property rights or breaches any laws or regulations

5.10 The indemnity provided at clause 5.9 above, and any liability owed by the Client to Virtual Viewing under this Agreement, shall in the aggregate be limited to the actual amount of fees paid by the Client to Virtual Viewing in the 12 months prior to such claim arising.

5.11 The Client agrees to pay all fees in accordance with agreed payment terms. Late payments are subject to interest at 4% above Barclays Bank base rate and a £35 late fee.

5.12 Charges for additional services outside the scope of the original specification shall be agreed and invoiced separately.

6. FINANCIAL PROVISIONS

6.1. At the commencement of Services, the Client is required to pay the Advance Payment specified in the Service Schedule and Virtual Viewing is under no obligation to commence work for the Client until this is paid.

6.2. The Client agrees to make payments strictly in accordance with the Payment Terms in the Services Schedule

6.3. Where payment of the Price (or any interim payments), in respect of an undisputed invoice, are not received by the due date specified in the Services Schedule Virtual Viewing shall be entitled (without limiting any other rights it may have) to:

6.3.1. Charge interest on outstanding amounts at the rate of 4% above the base rate of Barclays Bank plc from the due date until the outstanding amount is paid in full.

6.3.2. Withhold the use of, or passing of title to, the Output Materials (including the Site itself) or any goods supplied.

6.3.3. A flat fee of £35 will be applied to all accounts deemed late in payment as specified in section 6.3 of the Terms and Conditions.

6.3.4. Should the project at any time rest with the client for feedback for longer than 14 days, the project will be deemed as completed and a full and final invoice will be raised for the entire project balance.

6.4. All charges quoted to the Client are exclusive of Value Added Tax for which the Client will also be liable at the applicable rate.

7. CHARGES FOR ADDITIONAL WORK

7.1. The Services Schedule and the Specification determine solely the Services to be provided by Virtual Viewing and the Price payable. Where Virtual Viewing is requested to carry out any additional work outside of the Specification the amount payable shall be in accordance with Virtual Viewing's standard time-based charges payable.

7.2. Virtual Viewing reserves the right, by giving notice to the Client at any time to increase the Price

of Goods to reflect any increase in the cost to Virtual Viewing which is due to any factor beyond its control and make any reasonable change in Delivery Dates, Price, quantities or Specifications for the Goods or Services to reflect any delay caused by any factor beyond its control, or failure of the Client to comply with its obligations hereunder.

8. INTELLECTUAL PROPERTY

The intellectual property rights (including copyright) and other proprietary rights in:

- 8.1. Any Input Material shall belong to the Client but the Client agrees to the display of the Input Material in the App or in the Output Material. The Client warrants that use, display or storage of Input Materials and Client App in accordance with this agreement will not infringe the rights of any third party or any applicable laws or regulations
- 8.2. Any Output Material shall belong to Virtual Viewing Ltd. Subject to payment of all charges outstanding by the Client, Virtual Viewing grants an exclusive license to the Client to use the Output Material for the purpose for which it was created. Output Material created for use in an App will be granted licence for use in the Client App only, similarly output material created for use on a presentation will be granted licence for use in Client presentations only, that which is created for print will be granted licence for print only and within the purpose intended. Any requirement to use Output Material for any purpose other than that for which it was specifically created will require additional specific licence from Virtual Viewing Ltd.

Typical required uses of typical Output Material that will require additional specific licence include:

- Telephone system “hold” features
- Printed material e.g. adverts, promotional material, billboards, business stationery, mail shots.
- Business presentations either printed or computer based e.g. PowerPoint
- Promotional material including toys, dolls, miscellaneous items including key-rings, packaging and animations.

Additional licences are negotiated on an individual basis. The Client must request an additional specific licence before undertaking any actions that may be covered by any future additional specific licence.

- 8.3 The Client undertakes to treat as confidential and keep secret all Server side Programs, Scripts, User names and Pass codes, Directory Structures and all information contained or embodied in the App (“the Information”) and shall not without the prior written consent of Virtual Viewing divulge any part of such Information to any person except the Client’s own employees and then only to those employees who need to know the same.

9. WARRANTIES AND LIABILITY

- 9.1. Virtual Viewing warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification. Where Virtual Viewing supplies in connection with the provision of the Services, any Goods supplied to Virtual Viewing by a third party Virtual Viewing does not give any warranty, guarantee or other term as to their quality, fitness for purpose, non-infringement or otherwise but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person or company supplying the Goods to Virtual Viewing.
- 9.2. Virtual Viewing shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 9.3. Except in respect of death or personal injury caused by Virtual Viewing's negligence, or as expressly provided in these Conditions, Virtual Viewing shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Virtual Viewing, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or use of Goods supplied. Virtual Viewing's liability in respect of the Contract shall be limited in the following manner
 - 9.3.1. Virtual Viewing's liability for breach of contract shall not exceed Virtual Viewing's charges for the supply of the Service in relation to which the claim is being made
 - 9.3.2. Save in respect of damages for death or personal injury; Virtual Viewing's liability for negligence and other torts shall be limited to the amount recoverable under its relevant insurance policies.

10. EXCLUSIONS TO WARRANTIES

- 10.1. Virtual Viewing does not warrant that any Goods supplied will be compatible.
- 10.2. Virtual Viewing does not warrant that back-up copies of any Input or Output Materials or Goods will be carried out unless agreed in writing to the contrary.
- 10.3. Virtual Viewing does not warrant that the operation of any Goods or Services supplied will result in uninterrupted or error free computer systems or Apps or use.
- 10.4. Virtual Viewing does not warrant that the operation of any App supplied will result in error free calculations, representations, disclosure of information or data.

11. ACCEPTANCE TESTS

- 11.1. Acceptance of software or deliverables will be based on written confirmation or usage, or deemed acceptance if no feedback is given within 7 working days of delivery.

12. TERMINATION

- 12.1. The other commits any material breach of this Agreement which is capable of remedy and fails to remedy the same within 28 days of notice from the other party requiring the remedy; or
- 12.2. The other commits any material and irremediable breach of this Agreement or repeats any breach which has previously been the subject of a notice under sub-clause 12.1 above; or
- 12.3. A petition is presented applying for an administration order to be made in respect of the other party or a petition is presented or notice is given or an order is made or an effective resolution is passed for the winding up or dissolution (or any similar judicial process) of the other party (except voluntary liquidation for the purposes of reconstruction or amalgamation in such manner that the company resulting therefrom effectively agrees to be bound by or to assume the obligations imposed on that other party under this Agreement.

Either party may terminate the following service provisions and deployments in the following circumstances:

- 12.4. MiHub services may be terminated by either party by giving 6 months' written notice.
- 12.5. SiteSeen and TheHomeUserGuide™ deployments may be terminated by either party by giving 12 months' written notice
- 12.6. iBid services may be terminated by either party by giving 6 months' written notice.
- 12.7. Cloud Based Services including databases and Apps may be terminated by either party by giving 12 months' written notice.

Where the notice period crosses an annual renewal date the additional provision required beyond the date of the renewal will be invoiced at the time of notice and will need to be paid within 30 days of the usual annual renewal date for services and any deployments to continue.

13. EFFECT OF TERMINATION

- 13.1. Termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party.

14. TITLE AND ACCEPTANCE OF GOODS

- 14.1. Title upon the terms of this Agreement in any Goods supplied shall remain with Virtual Viewing until all payments due under the Contract are paid in full
- 14.2. Between delivery and payment in full, the risk in any Goods supplied shall be with the Client, who shall keep the same in good condition and repair, properly stored and labelled as being Virtual Viewing's property, and comprehensively insured
- 14.3. In the event of non-payment (in full or in part) for the Goods by due date, the Client hereby irrevocably licenses Virtual Viewing (insofar as it is able) to enter upon any premises to remove the Goods
- 14.4. Any claim by the Client which is based on any defect in the quality or condition of the Goods or their failure to correspond with Specification shall (whether or not delivery is refused by the Client) be notified to Virtual Viewing within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Client does not notify

Virtual Viewing accordingly, the Client shall not be entitled to reject the Goods and Virtual Viewing shall have no liability for such defect or failure, and the Client shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract

15. DEPLOYED SOFTWARE

From time to time Virtual Viewing may use its own software to create, maintain or manage the services provided. The items of software include:

15.1 MiHub – MiHub is Virtual Viewing’s platform and suite of applications, scripts, databases, machine learning and artificial intelligence is deployed by Virtual Viewing for the purpose of allowing clients and from time to time Virtual Viewing to deliver digital services including CGI, Applications, Data Dashboards and AI (Artificial Intelligence) deployments. MiHub system is Virtual Viewing’s own suite of code and modules that allows rapid deployment of self administrable Apps and other services. MiHub uses a number of components written by Virtual Viewing. These components and MiHub are written to require each other and as such are not mutually exclusive. MiHub needs to run on Virtual Viewing servers. Should the App and/or Service be removed from Virtual Viewing’s servers the MiHub functionality would need to be re-written for the new servers. At no time does ownership of any part of MiHub ever transfer to the client. MiHub is solely the property of Virtual Viewing. Upon payment of the necessary Licence fee, Virtual Viewing grants a 1 year licence for the client to use MiHub for the purpose of its deployment. Should a client at any stage wish to move away from Virtual Viewing then the content within the MiHub platform will be made available to the client. None of the code or components of MiHub will be made available. It is possible for the MiHub software to work in conjunction with other hosts servers should this be a viable option.

15.2 TheHomeUserGuide™ – TheHomeUserGuide™ is Virtual Viewing’s Home User Guide App that is deployed by Virtual Viewing for the purpose of providing home user guides to members of the public. TheHomeUserGuide™ is Virtual Viewing’s own suite of code and modules that allows rapid deployment of home user guides. TheHomeUserGuide™ uses a number of components written by Virtual Viewing. These components and TheHomeUserGuide™ are written to require each other and as such are not mutually exclusive. TheHomeUserGuide™ needs to run on Virtual Viewing servers. Should the App be removed from Virtual Viewing’s servers the TheHomeUserGuide™ functionality would need to be re-written for the new servers. At no time does ownership of any part of TheHomeUserGuide™ ever transfer to the client. TheHomeUserGuide™ is solely the property of Virtual Viewing. Upon payment of the necessary Licence fee, Virtual Viewing grants a 1 year licence for the client to use TheHomeUserGuide™ for the purpose of its deployment. Should a client at any stage wish to move away from Virtual Viewing then the content within the TheHomeUserGuide™ App and database will be made available to the client. None of the code or components of TheHomeUserGuide™ will be made available. It is possible for the TheHomeUserGuide™ software to work in conjunction with other hosts servers should this be a viable option.

15.3 SiteSeen – SiteSeen is Virtual Viewing’s Off-Plan Sales App that is deployed by Virtual Viewing for the purpose of providing clients the ability to present and market properties, homes and apartments “off-plan” e.g. before the units are built. SiteSeen is Virtual Viewing’s own suite of

code and modules that allows rapid deployment of Off-Plan Sales Apps. SiteSeen uses a number of components written by Virtual Viewing. These components and SiteSeen are written to require each other and as such are not mutually exclusive. SiteSeen needs to run on Virtual Viewing servers. Should the App be removed from Virtual Viewing's servers the SiteSeen functionality would need to be re-written for the new servers. At no time does ownership of any part of SiteSeen ever transfer to the client. SiteSeen is solely the property of Virtual Viewing. Upon payment of the necessary Licence fee, Virtual Viewing grants a 1 year licence for the client to use SiteSeen for the purpose of its deployment. Should a client at any stage wish to move away from Virtual Viewing then the content within the SiteSeen App and database will be made available to the client. None of the code or components of SiteSeen will be made available. It is possible for the SiteSeen software to work in conjunction with other hosts servers should this be a viable option.

15.4 In1Place – In1Place is Virtual Viewing's Community Engagement App that is deployed by Virtual Viewing for the purpose of providing clients the ability to promote and present communities and new developments to stakeholders including members of the public. In1Place is Virtual Viewing's own suite of code and modules that allows rapid deployment of Community Engagement Apps. In1Place uses a number of components written by Virtual Viewing. These components and In1Place are written to require each other and as such are not mutually exclusive. In1Place needs to run on Virtual Viewing servers. Should the App be removed from Virtual Viewing's servers the In1Place functionality would need to be re-written for the new servers. At no time does ownership of any part of In1Place ever transfer to the client. In1Place is solely the property of Virtual Viewing. Upon payment of the necessary Licence fee, Virtual Viewing grants a 1 year licence for the client to use In1Place for the purpose of its deployment. Should a client at any stage wish to move away from Virtual Viewing then the content within the In1Place App and database will be made available to the client. None of the code or components of In1Place will be made available. It is possible for the In1Place software to work in conjunction with other hosts servers should this be a viable option.

15.5 iBid - iBid is Virtual Viewing's Bid presentation iOS-based application and is deployed by Virtual Viewing for the purpose of allowing clients and from time to time Virtual Viewing to update Bid presentations without the need for specialist knowledge. The iBID application is powered by the AppCMS (Application Content Management System) which is Virtual Viewing's own suite of code and modules that allows rapid deployment of self-administrable Apps. iBid and AppCMS uses a number of components written by Virtual Viewing. These components, iBid and AppCMS are written to require each other and as such are not mutually exclusive. iBid and AppCMS need to run on Virtual Viewing servers. At no time does ownership of any part of iBid and AppCMS ever transfer to the client. iBid and AppCMS are solely the property of Virtual Viewing. Upon payment of the necessary Licence fee, Virtual Viewing grants a 1 year licence for the client to use iBid and AppCMS for the purpose of its deployment. Should a client at any stage wish to move away from Virtual Viewing then the content within the iBid and AppCMS databases will be made available to the client. None of the code or components of iBid and AppCMS will be made available. It may be possible for the iBid and AppCMS software to work in conjunction with other hosts' servers should this be a viable option.

15.6 SlimBIM™ - SlimBIM™ is Virtual Viewing's methodology and technology that is deployed by Virtual Viewing for the purpose of creating BIM, SlimBIM™ and Smart Building apps. The

SlimBIM™ application is powered by the AppCMS (Application Content Management System) and SlimBIM™ conversion engine which are Virtual Viewing's own suite of code and modules that allows rapid deployment of Apps and Services. SlimBIM™ and AppCMS uses a number of components written by Virtual Viewing. These components, SlimBIM™ and AppCMS are written to require each other and as such are not mutually exclusive. SlimBIM™ and AppCMS need to run on Virtual Viewing servers. At no time does ownership of any part of SlimBIM™ and AppCMS ever transfer to the client. SlimBIM™ and AppCMS are solely the property of Virtual Viewing. Upon payment of the necessary Licence fee, Virtual Viewing grants a 1 year licence for the client to use SlimBIM™ and AppCMS for the purpose of its deployment. Should a client at any stage wish to move away from Virtual Viewing then the content within the SlimBIM™ and AppCMS databases will be made available to the client. None of the code or components of SlimBIM™ and AppCMS will be made available. It may be possible for the SlimBIM™ and AppCMS software to work in conjunction with other hosts' servers should this be a viable option.

16 LICENCES AND HOSTING

16.1 Where licences and hosting fees are applicable it is the responsibility of the client to ensure fees are paid and payments maintained throughout the period that the goods, services and/or software are available to the client. The client should note the payment plan dates and any renewal date given.

16.2 The ongoing payment of licenses are required for continued use of apps.

16.3 All licences are payable yearly in advance on a 3-year rolling contract.

17 APPS, MIHUB AND SAAS SERVICES

17.1 The Company provides access to its proprietary applications ("Apps"), the MiHub cloud-based platform ("MiHub"), and associated software and services (together, the "Services") on a Software-as-a-Service ("SaaS") basis.

17.2 Access to and use of the Services is conditional upon payment of all applicable licence fees and compliance with these Terms and Conditions.

17.3 The Client acknowledges that failure to maintain ongoing licence payments will result in the suspension or termination of access to the Apps, MiHub, and related SaaS Services.

18 DATA PROTECTION AND GDPR

18.1 Each party shall comply with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

18.2 Where the Company processes personal data on behalf of the Client, the Company shall act as a data processor and shall process such data only in accordance with the Client's documented instructions, subject always to the requirements of applicable data protection laws

18.3 The Client shall ensure it has a lawful basis for the collection and provision of any personal data supplied to the Company for processing under these Terms.

18.4 The Company shall implement appropriate technical and organisational measures to safeguard personal data against unauthorised access, disclosure, alteration, or destruction.

19 MODERN SLAVERY AND ETHICAL COMPLIANCE

19.1 The Company is committed to complying with the Modern Slavery Act 2015 and maintaining practices that prevent modern slavery, human trafficking, forced labour, and exploitation within its business and supply chains

19.2 The Client warrants that it will also comply with all applicable anti-slavery and human trafficking legislation and shall take reasonable steps to ensure that such practices are not present in its operations or supply chains

20 NOTICES

20.1 All notices required to be sent hereunder shall be in writing and shall be mailed to the address listed within the agreement. A notice shall be deemed to have been served, if sent by first class mail, two business days after posting.

21 SEVERABILITY

21.1 In the event of any provision of this Agreement being held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

22 WAIVER

22.1 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

23 LAW

23.1 The Law governing this Agreement shall be English law and the forum for settling disputes shall be the English Courts.

24 FORCE MAJEURE

24.1 Virtual Viewing shall not be liable for any consequences due to or resulting from any cause beyond its reasonable control.

25 ASSIGNMENT

25.1 The Client shall not be entitled to assign this Agreement or their rights or obligations hereunder without the prior written consent of Virtual Viewing.

25.2 Virtual Viewing retains the right to assign this Agreement and its rights and obligations hereunder without the prior written consent of the Client.

END