



REVOLUTION VIEWING LTD.

Vepple 360s: Terms & Conditions

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Registered in England & Wales as Revolution Viewing Ltd, trading as Vepple. Company Reg. No: 5247496. VAT no. 865410230

Vepple 360 Terms & Conditions

Agreement

Between

- 1 Revolution Viewing Ltd (Company Registration Number 05247496), whose registered office is at Consort House, 12 South Parade, Leeds, West Yorkshire, LS1 5QS, United Kingdom (**known herein as the Revolution Viewing**); and
- 2 You (the customer).

1. Definitions and Interpretations

1.1. Definitions

In these Terms and Conditions, the following words shall have the following meanings:

360-degree Virtual Tours, 360 Movies, Panoramic Images, 360 Spins, or Virtual Tours (hereinafter collectively referred to as "360 Products"): refer to digital visuals created by capturing multiple still images from a single fixed point. These images are then processed using specialised software to merge them into a continuous, panoramic view.

Admin Fee: shall mean a charge levied for the amendment of a Project after confirming a written agreement between the Customer and Revolution Viewing.

Applicable Rate: shall refer to the charges applicable to additional or out-of-scope work, as communicated by the Project Representative at the time the additional work is agreed upon. Such charges may be quoted as a fixed fee, a day rate, or an hourly rate, depending on the nature of the work, and shall remain fixed for the duration of that agreed scope. A historic charge may not reflect the current Applicable Rate.

Approval/Approve: refers to the formal agreement or authorisation for a Project or a specific stage.

Assets: refer to items essential to a Project, usually provided by the Customer, that Revolution Viewing needs to carry out the Customer's Project fully.

Brief: shall mean either (i) the written brief specifying the Deliverables, their intended use and/or purpose, as provided to and approved by the Customer; or (ii) if no such written brief exists, the instructions communicated by the Customer to Revolution Viewing, and Revolution Viewing's subsequent written acknowledgement of those instructions to the Customer, shall be construed as constituting the Brief.

Customer: shall mean the person, firm, or corporate body, together with any subsidiary or associated person, firm, or corporate body, with whom Revolution Viewing has engaged.

Deliverables: refer to all presentations, including documents, products, and materials, created by Revolution Viewing (or its agents, subcontractors, consultants, and employees) as specified in the Brief, as well as the Product in any form.

Employee(s): refers to any member of the Revolution Viewing team, including full-time and part-time employees, directors, and freelance personnel engaged by Revolution Viewing.

Extended Licence: refers to a customised licence granted by Revolution Viewing upon request and agreement, allowing Deliverables to be used beyond the original Brief and Standard Licence terms, including for additional purposes, platforms, territories, or parties.

Hours: where a time is specified in "Hours", it shall invariably refer to Hours within a Working Day. By way of illustration, to provide a 72-hour cancellation notice for a shoot scheduled to commence at 10:00 am on a Tuesday, such notice must be received by Revolution Viewing before 10:00 am on the preceding Thursday.

Inactive Project: shall signify the automatic status alteration of any Customer Project wherein Revolution Viewing has not received the requisite information to allocate resources and progress the Project within fifteen business days.

Inactive Cancelled Project: shall signify the automatic status alteration to Inactive Cancelled Project wherein Revolution Viewing has not received the requisite information necessary to allocate resources and progress the Project within three (3) months following the Project's status change to Inactive Project.

Working Hours: shall consistently refer to 9:00 am to 5:00 pm, Monday to Friday, excluding weekends and Bank Holidays and the period between the 24th of December and the 1st of January.

Permitted Uses: shall constitute a comprehensive list of all potential applications for Deliverables. Authorisation of such applications is strictly contingent upon the agreed Brief and Standard Licence terms. To avoid doubt, any Permitted Use not expressly defined and approved in the Brief and/or prohibited under the Standard Licence terms shall be deemed prohibited for the Deliverables unless otherwise agreed between the parties in writing via a bespoke Extended Licence.

Pricing, Priced, or Price: shall indicate that all prices or amounts stated are exclusive of Value Added Tax (VAT).

Product or Project: shall refer to any product or Project offered by Revolution Viewing, including 360-degree virtual tours, photography, video production, video animation, motion graphics, and web development, excluding the Revolution Viewing platform itself.

Project Approval: Upon completing a Project or a specific stage, the Customer must formally confirm their approval of the Product supplied by Revolution Viewing, provided they are satisfied. This confirmation must be given by email.

Project Representative: shall mean the Revolution Viewing employee with whom the Customer shall liaise.

Source Materials: shall encompass all materials produced in the coordination, development, and realisation of the Deliverables, including but not limited to financial and Project management documentation (quotations, Gantt charts, production schedules), pre-production collateral (concepts, visuals, previews), source files (RAW camera files, rushes, code libraries, templates), and software-generated Project files (image retouching/stitching, and web development).

Standard Licence: shall constitute a royalty-free, automatic licence granted to all Customers upon receipt of full payment in connection with commissioned Deliverables, authorising the use of those Deliverables solely for the purposes, channels/platforms, and territories specified and agreed upon in the Brief.

1.2. Interpretation

In these Terms and Conditions:

- 1.2.1. The headings are used for convenience only and shall not affect the interpretation of the Terms and Conditions;
- 1.2.2. References to persons shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa; and references to the masculine include the feminine; and
- 1.2.3. References to clauses mean clauses of these Terms and Conditions.

2. Grant of Rights

2.1. Licence

The Customer may only use the Deliverables as specified in the agreed Brief. Any use beyond this scope requires a separate Extended Licence from Revolution Viewing. Specifically:

- 2.1.1. **Scope of Use:** By default, Deliverables are restricted to being used within the Customer's Revolution Viewing-hosted experiences. Resale, licensing, or distribution is prohibited unless covered by an Extended Licence or where the copyright has expired, and the Deliverables have been significantly transformed into a new Derivative Work under UK Copyright Law (Copyright, Designs and Patents Act 1988). Superficial modifications do not qualify as a Derivative Work. If the Customer wishes to use the Deliverables outside of a Revolution Viewing-hosted experience, this must be agreed upon in writing as part of the Project Brief. This is known as an Extended Licence, and may be subject to additional charges. Notwithstanding the above, where a Customer ceases to use the Vepple platform, the Customer may use Deliverables outside of a Revolution Viewing-hosted experience, provided such use remains within the scope of the agreed Brief.
- 2.1.2. **Third-Party Materials:** Revolution Viewing will obtain any necessary third-party licences for the Deliverables, limited to the agreed Brief. Any further use is the Customer's responsibility, and the Customer shall indemnify Revolution Viewing against any related claims.
- 2.1.3. **Third-Party Use:** Any use of Deliverables by a third party beyond the agreed Brief requires Revolution Viewing's written consent and may be subject to additional fees or royalties.

The Customer must obtain Revolution Viewing's written consent for any proposed use that is not explicitly covered. Customers wishing to use Deliverables outside the scope of the agreed Brief or Standard Licence may request an Extended Licence by contacting their Project

Representative. Extended Licences are granted at Revolution Viewing's sole discretion, are agreed on a bespoke basis, and may be subject to additional fees.

2.2. Licence Restrictions

The Customer is prohibited from using the Deliverables in any manner not expressly permitted by this agreement or a written agreement with Revolution Viewing via a bespoke Extended Licence. Specifically, the Customer must not:

- 2.2.1. Engage in using the Deliverables beyond what is agreed in the Brief or an Extended Licence.
- 2.2.2. Use the Deliverables in any application designed to create derivative works for reuse or resale without prior written consent.
- 2.2.3. Integrate the Deliverables into another product that facilitates redistribution or reuse beyond the agreed terms.
- 2.2.4. Display or use the Deliverables in any way that is (i) obscene, immoral, or defamatory; (ii) likely to bring any person or property contained within into disrepute; or (iii) offensive or unflattering to persons featured in the Deliverables. This includes adherence to the Defamation Act 2013 and other applicable UK laws concerning reputation and public decency.
- 2.2.5. Sell, sub-licence, rent, lend, assign, gift, or otherwise transfer the Deliverables or the associated Rights to any third party.
- 2.2.6. Make the Deliverables available for download or distribution via peer-to-peer networks and file-sharing services, or post them on a publicly accessible server.

Any breach of these prohibitions may constitute an infringement of intellectual property rights under the Copyright, Designs and Patents Act 1988 and other applicable UK laws.

2.3. No Other Licence

It is acknowledged and agreed that Revolution Viewing grants no licence to the Customer other than the licence expressly granted by the provisions set out. Without prejudice to the generality of the foregoing, Revolution Viewing grants no rights or interest, and the Customer shall not acquire any rights or interest in or under the Revolution Viewing IP.

3. Quotations, Bookings & Cancellations

3.1. Quotations

All quotations issued by Revolution Viewing are valid for 30 days from the date of issuance. After this, prices, terms, and conditions may be revised at Revolution Viewing's discretion. Orders based on expired quotes are not binding unless confirmed in writing.

3.2. Bookings

- 3.2.1. **Weather Conditions:** For Projects involving outdoor work, the Customer shall monitor weather forecasts and provide a timely cancellation or rescheduling notice to Revolution Viewing, per this agreement's 'Notification of Cancellation or Rescheduling' clause. Where severe or unexpected weather conditions make it impossible for the Customer to provide the required notice period, the Customer shall notify Revolution Viewing as soon as reasonably practicable. In such circumstances, Revolution Viewing will consider the application of cancellation fees at its reasonable discretion, taking into account the nature of the weather event and the notice provided.

- 3.2.2. **Date Reservation:** Revolution Viewing records requested date reservations on the company calendar. These are held until confirmed or up to ten (10) Working Days before the reserved date(s). Reservations within ten (10) Working Days will be released unless confirmed. See the 'Booking Confirmation' clause for details.
- 3.2.3. **Date Reservation (Conflict):** If a second Customer requests a date or slot already reserved by another, Revolution Viewing will notify the first Customer and allow two (2) Working Days to confirm the booking. If no confirmation is received within this period, Revolution Viewing may offer the date or slot to the second Customer.
- 3.2.4. **Booking Confirmation:** Until Revolution Viewing has received a purchase order number (PO Number) for the Project's full cost, dates are considered reserved, not booked, and the 'Conflicting Provisional Bookings' clause applies if a second Customer requests the same date.
- 3.2.5. **Purchase Order (PO) Number Confirmation:** Revolution Viewing commits to allocating resources for timely, high-quality delivery upon agreeing to undertake a Project. Customers must demonstrate commitment by actively engaging in planning and providing a purchase order (PO) number for the Project's full cost. This financial commitment allows Revolution Viewing to allocate necessary resources. Revolution Viewing may have already invested a significant amount of time in discussions, quotations, and planning. Without the required commitment, Revolution Viewing reserves the right to decline the Project.
- 3.2.6. **Normal Working Hours:** Defined in the Definitions. For employees engaged on-site or at a location, 9:00 am shall denote the employee's arrival time. Set-up time, specific to the shoot requirements, shall be at least fifteen (15) minutes. Similarly, 5:00 pm shall denote the employee's departure time, and pack-down time, also specific to the shoot requirements, shall be at least fifteen (15) minutes. Set-up and pack-down time is included within the agreed working day and is not separately chargeable to the Customer. Lunch breaks for employees engaged on-site or at a location shall be thirty (30) minutes.
- 3.2.7. **Projects Outside of or Exceeding Normal Working Hours:** Prior notification is required if a shoot is likely to extend beyond Revolution Viewing's Normal Working Hours. Failure to notify may result in an additional charge. Shoots outside Normal Working Hours or on Bank Holidays, weekends, or early Mondays, requiring travel, will incur extra charges, excluding accommodation, transport, or other expenses. Customers must account for equipment pack-down time, with the finish time being when Revolution Viewing employees leave the site. Unless agreed otherwise with the Revolution Viewing Project Representative, quotations assume on-site work will be completed within Normal Working Hours on a single Working Day.
- 3.2.8. **Early Project Starts:** If a Customer requests a shoot to start before 8:00 am, requiring Revolution Viewing employees to depart from Revolution Viewing's head office earlier, Revolution Viewing may request that the Customer cover travel costs and provide suitable accommodation (or arrange it if feasible). This ensures Revolution Viewing employees are well-rested and helps mitigate the risk of traffic delays affecting the Project's start time.

3.3. Cancellation & Rescheduling

3.3.1. Confirmation of Cancellation or Rescheduling

Project cancellations or rescheduling must be submitted via email to the Customer's designated Revolution Viewing Project Representative. While phone calls or voicemails

may supplement the email, only the email notification will be formally recognised. The time and date of email receipt by the mail server and any completed work or payments will determine the applicability of any cancellation fee.

3.3.2. Notification Of Cancellation or Rescheduling

If no work has been completed and no invoice has been settled, no cancellation or rescheduling fee will apply, provided Revolution Viewing receives notification via email at least:

- Five (5) Working Days notice for Projects or all shoots, which are up to one (1) full day on-site.
- Ten (10) Working Days notice for Projects or all shoots which are more than one (1) day on-site.
- Fifteen (15) Working Days' notice for Projects or all shoots over three (3) days on-site.

The required notice period is calculated retroactively from the scheduled start date and time of the Project, as agreed with the Project Representative. For example, if a shoot is scheduled to start at 10:00 am on a Tuesday, Revolution Viewing requires cancellation or rescheduling notification by 10:00 am on the preceding Thursday to avoid a fee.

3.3.3. Cancellation or Rescheduling Fees

Provided the Customer adheres to the notification requirements outlined in the Notification of Cancellation or Rescheduling clause, no cancellation or rescheduling fee shall be incurred.

For the avoidance of doubt, Hours in this section refer to Working Day hours as defined in clause 1.1.

For shoots scheduled for up to one (1) full day on-site:

- If the Customer gives cancellation or rescheduling notice 24 to 120 Hours before the time & date of the Project commencing, this will incur a cancellation fee equal to 50% of the quoted Price for the Project.
- If the Customer gives cancellation or rescheduling notice less than 24 Hours before the scheduled Project commencement, this will incur a fee of the complete (100%) of the quoted Price for the Project.

For Projects which are more than 1 day on-site:

- If the Customer gives cancellation or rescheduling notice 48 to 240 Hours before the time & date of the Project commencing, this will incur a cancellation fee equal to 50% of the quoted Price for the Project.
- If the Customer gives cancellation or rescheduling notice fewer than 48 Hours before the scheduled Project commencement, this will incur a fee of the complete (100%) of the quoted Price for the Project.

For shoots which are more than 3 days on-site:

- If the Customer gives cancellation or rescheduling notice 72 to 360 Hours before the time & date of the Project commencing, this will incur a cancellation fee equal to 50% of the quoted Price for the Project.
- If the Customer gives cancellation or rescheduling notice fewer than 72 Hours before the scheduled Project commencement, this will incur a fee of the complete (100%) of the quoted Price for the Project.

For Projects where work has been completed:

- If the Customer gives a cancellation notice after the commencement of the Project where work has been completed, the Customer will be liable to pay for all work completed to date, plus the Customer may be liable to pay an additional Admin Fee;
 - If the remaining budget is retained by Revolution Viewing and credited to the Customer Account for use against a future Project, no Admin Fee will be charged. However, the Customer may incur a Customer Credit Account Charge.
 - If the Customer requests that the remaining budget be returned to the Customer, an Admin Fee will be charged. The Admin Fee consists of an initial flat charge of 1% of the total Project cost plus 1% of the total Project cost per month elapsed since the date on the first Project invoice or confirmed quote if an invoice hasn't been received.
- If the Customer gives cancellation or rescheduling notice fewer than 72 Hours before the scheduled Project commencement, this will incur a fee of the complete (100%) of the quoted Price for the Project.

For Projects where an invoice has been paid:

- If the Customer gives a cancellation notice after the commencement of the Project where an invoice has been paid, regardless of whether work has been completed, the Customer will be liable to pay for all work completed to date, plus the Customer may be liable to pay an additional Admin Fee;
 - If the remaining budget is retained by Revolution Viewing and credited to the Customer Account for use against a future Project, no Admin Fee will be charged. However, the Customer may incur a Customer Credit Account Charge.
 - If the Customer requests the remaining budget be returned to the Customer, an Admin Fee will be charged. The Admin Fee consists of an initial flat charge of 1% of the total Project cost plus 1% of the total Project cost per month elapsed since the date on the first Project invoice.
 - If the Customer requests the return of funds previously credited to the Customer Account, an Admin Fee will be charged. The Admin Fee consists of an initial flat charge of 1% of the original total Project cost plus 1% of the total Project cost per month elapsed since the date on the first Project invoice.

Cancellation, rescheduling, and Admin Fees compensate Revolution Viewing for lost employee time. Late notifications prevent employees from being assigned elsewhere, incurring costs that must be passed to the Customer. Revolution Viewing advises Customers to prepare thoroughly to avoid cancellations or reschedules.

Revolution Viewing shall confirm the employee's arrival time. If the Customer remains unreachable for one (1) hour without providing access or instructions, the Project is cancelled, the employee departs, and the Customer is invoiced in full.

3.3.4. Late Notice Change to Project Specification

Customers must request cost-reducing amendments within the notice period specified in 'Notification of Cancellation or Rescheduling.' Late requests will incur fees per the 'Cancellation or Rescheduling Fees' section based on the cost difference. As Revolution

Viewing schedules work in advance, late changes may cause unproductive employee time.

3.3.5. Invoicing On Account Of Lack Of Customer Response

If Revolution Viewing cannot continue the Project due to a lack of information requested from the Customer, the Customer will have ten (10) Working Days to provide the information. If the information is not supplied within this period, Revolution Viewing shall issue a final email stating that if the information is not provided within the next five (5) business days, Revolution Viewing will change the status of the Project to Inactive Project.

3.3.5.1. Inactive Project

If a Project is marked as an Inactive Project, the Customer will be invoiced for any additional fees incurred since the initial PO number was provided, payable under the Standard Payment Terms. Revolution Viewing is not obligated to notify the Customer of this status change. The Project will be completed if the Customer provides the required information within three (3) months, allowing Revolution Viewing to allocate resources. However, additional charges may apply, such as retrieval from the archive. Work will need to be rescheduled, and new deadlines will be set. After Revolution Viewing sends the final email and invoice for outstanding payments, it will not follow up for Project information.

3.3.5.2. Inactive Cancelled Project

If the Customer provides no update enabling resource allocation within three (3) months of the Project becoming Inactive, Revolution Viewing will cancel it as an Inactive Cancelled Project. The remaining monetary value will be moved to the Customer Account, which may incur a Customer Credit Account Charge. Revolution Viewing will notify the Customer of the cancellation and fund transfer.

4. Production

4.1. General

4.1.1. Production: Customer Obligations

The Customer agrees to:

- 4.1.1.1. **Participant Consent:** The Customer is solely responsible for obtaining and documenting all necessary consents from individuals appearing in any media produced by Revolution Viewing in compliance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR). This includes explicit, informed consent where personal data is processed. Revolution Viewing may, upon request, provide guidance and template consent forms, but the Customer retains entire legal liability for ensuring compliance. Revolution Viewing will process any personal data captured during production (including images of identifiable individuals) in accordance with its Production Privacy Notice (see Appendix A) and applicable Data Protection Legislation. Once Deliverables are delivered to and used or hosted by the Customer, the Customer becomes the Data Controller for those assets and is responsible for their lawful use and display. The

Customer must make the Production Privacy Notice available to any individuals appearing in Deliverables prior to capture.

- 4.1.1.2. **Facility/Location Preparation:** The Customer must complete Revolution Viewing's location check sheets before Revolution Viewing personnel arrive. Failure to do so may result in Project delays, increased costs, or reduced product quality. Revolution Viewing reserves the right to charge additional fees for delays attributable to non-compliance with pre-arranged requirements.
- 4.1.1.3. **Chaperone:** For location shoots that require relocation or Customer input, the Customer is strongly advised to designate a key point of contact with sufficient authority and knowledge of the Project to facilitate smooth execution. Failure to do so may result in delays or miscommunication, for which Revolution Viewing accepts no liability.
- 4.1.1.4. **Font Licensing:** The Customer ensures font usage complies with all licensing terms, including hosting permissions. If licences are insufficient, the Customer must purchase or provide alternative fonts.
- 4.1.1.5. **Asset Copyright:** The Customer confirms all assets are free of copyright restrictions. The Customer indemnifies Revolution Viewing against any third-party claims arising from the use of the assets.

4.1.2. Production: Customer Acknowledgements

- 4.1.2.1. **Artistic Discretion & Customer Direction:** Revolution Viewing retains complete artistic discretion over all creative output. Customers must provide any specific written direction at least two (2) Working Days before Project commencement. Failure to do so may limit Revolution Viewing's ability to accommodate variations, for which no liability will be accepted.
- 4.1.2.2. **Capture Time:** A 15-minute allocation per prepared room or location applies. Any additional time required is chargeable at Revolution Viewing's Applicable Rate. Customers must notify Revolution Viewing in advance if extended durations are anticipated.
- 4.1.2.3. **Location Travel:** Customers must disclose all inter-facility travel times before on-site work begins. Failure to provide accurate travel details may result in delays or additional charges.
- 4.1.2.4. **Additional Captures:** Requests for additional captures during on-site work are subject to standard processing fees. Previews are available for an extra charge, with pricing provided upon request.
- 4.1.2.5. **HDR 360s:** High Dynamic Range (HDR) 360 capture is available upon request. Customers should consult Revolution Viewing in advance to confirm feasibility and costs.
- 4.1.2.6. **Ghosting:** Movement during 360 capture may result in ghosting effects. While Revolution Viewing will take reasonable steps to minimise this, complete elimination is not guaranteed, particularly in dynamic environments. No liability is accepted for ghosting unless caused by Revolution Viewing's negligence.
- 4.1.2.7. **Personnel Inclusion:** Including models, actors, extras, or students in a Project may increase costs due to additional on-site and post-production requirements. Any associated fees will be communicated in advance, where possible.

4.2. Project Turnaround Times

4.2.1. Standard Turnaround

Project turnaround times, as communicated by the Project Representative, commence upon Revolution Viewing's receipt of all required Project information. The turnaround shall be provided at the time of quoting for the Project.

4.2.2. Express Turnaround

Expedited Project turnaround is available for an additional fee, comprising a standard administration charge (per the Revolution Viewing Pricing List) plus 2% of the total Project cost per day, reduction from the standard turnaround time. Revolution Viewing will endeavour to accommodate express requests, subject to resource availability. Agreed deadlines will be met provided the Customer delivers all required assets and timely feedback.

4.2.3. Turnaround Mitigating Factors

Customer delays in providing feedback/assets will result in revised delivery schedules and may incur additional costs due to pre-booked resources. Customers should schedule reviews. Revolution Viewing will take reasonable steps to limit further costs. Delays may be considered breaches of contract.

4.3. Customer Feedback

Each Project includes one feedback/amendment round unless otherwise agreed. Customers must provide collated feedback from all stakeholders. Amendments require a minimum 3-day turnaround, subject to Revolution Viewing's discretion. Revolution Viewing will only proceed with complete feedback.

1. Revolution Viewing completes a Product to meet the original Customer Project specification.
2. The Customer receives the Product, distributes it to all Project stakeholders, collates and refines all feedback, has a further discussion with the Project Representative, and provides Revolution Viewing with clear and concise feedback via email. The Customer confirms there is no further feedback at this stage.
3. Revolution Viewing confirms it has received all feedback and confirms the date for delivering the 2nd version of the Product.
4. Revolution Viewing submits a 2nd version of the Product.
5. The Customer receives the 2nd version of the Product. Revolution Viewing will charge for any further changes or amendments.
6. Revolution Viewing expects to receive timely Project Approval. Once Revolution Viewing has received Project Approval, Revolution Viewing will supply all the necessary Project assets.
7. If any outstanding costs are associated with the Project, Revolution Viewing shall invoice the Customer.

4.4. Supply of Deliverables

4.4.1. Standard Supply of Deliverables

On completion of every Project, Revolution Viewing will supply the Customer with the Product via an email download link. Customers must download content within five (5) days of the Project Representative's email. Revolution Viewing recommends structured storage and backups.

4.4.2. Archive Retrieval and Re-Upload of Deliverables

Revolution Viewing archives Projects after two (2) months. Re-uploads within 2 months incur a set fee. Archive retrieval fees apply after 2 months. Re-upload/USB delivery takes 5 days. Assets over 2GB may be sent via USB. Projects are deleted after 3 years in accordance with Revolution Viewing's data management procedures; asset retrieval before then is chargeable. Revolution Viewing's Applicable Rate applies to ad-hoc requests, with a 2-hour minimum.

5. Post-Production

5.1. Hosting & Export

Revolution Viewing supports the hosting of 360 projects exclusively within the Vepple platform. Alternatively, the Customer may choose to receive the exported 360 project assets for use outside the platform. In such cases, Vepple 360 projects will be exported as high-resolution images in a universally supported format suitable for web-based applications. Each image will be delivered in equirectangular JPEG (.jpg) format, compressed to maintain high visual quality while optimising file size for web performance, with dimensions of 6000 pixels (width) by 3000 pixels (height).

For traditional still image photography, each image will be provided in JPEG (.jpg) format, utilising compression settings that preserve high visual quality while optimising file size for efficient web use. Image dimensions may vary depending on factors such as Customer specifications, capture hardware, and post-processing adjustments, including cropping. For further details or to discuss specific requirements, the Customer is advised to contact their designated Project Representative.

5.2. Platforms, Devices & Browser Compatibility

Vepple is designed to support the latest versions of all major web browsers. For Customers of the Vepple platform, Vepple 360 projects will be fully integrated within the platform's functionality. For non-customers, Vepple 360 projects will be exported per the specifications outlined above.

6. Payment

6.1. Standard Payment Terms

The Customer shall provide a valid Purchase Order number to Revolution Viewing before the commencement of any Project, the Purchase Order of which shall specify the total Project cost. The Customer shall remit full payment of the invoiced amount via BACS transfer within thirty (30) days of the date of Revolution Viewing's invoice. Alternative payment methods may be discussed with Revolution Viewing; however, any deviation from these standard payment terms shall incur additional charge(s) and are solely at Revolution Viewing's discretion.

6.2. Additional Payments

If the Customer incurs additional charges beyond the scope of the initially agreed quotation, Revolution Viewing reserves the right to suspend work on the Project until the Customer provides a valid Purchase Order number for the supplementary payment, which Purchase Order shall specify the total additional cost. Additional payments may refer to a scope change in the Project scope, such as extra rooms captured. However, they may also refer to but are not limited to Customer-requested assets, production/planning meetings, and parking and congestion charges.

The Customer shall remit full payment of the invoiced amount via BACS transfer within thirty (30) days of the date of Revolution Viewing's invoice. Alternative payment methods may be discussed with Revolution Viewing; however, any deviation from these standard payment terms shall incur an additional charge(s) and is subject to Revolution Viewing's sole discretion.

6.3. Non-payment

In the event of non-payment 51 days after the invoice date, Revolution Viewing retains ownership of all Deliverables and reserves the right to revoke access to or withdraw any Deliverables by any means available to it. Should payment remain outstanding 52 days following the invoice date, a letter before action will be dispatched via recorded delivery detailing the intention to initiate legal proceedings for recovery, including any sums due under the Late Payment of Commercial Debts (Interest) Act 1998.

7. Customer Credit (Banked Money)

Any credit arising in favour of the Customer under these Terms and Conditions, including as a result of project cancellation, amendment, or any other circumstance, shall be held and managed in accordance with the Revolution Viewing Customer Credit Terms, which are incorporated into these Terms and Conditions by reference. A copy of the Customer Credit Terms is available on request from your Project Representative.

8. Rights

8.1. Intellectual Property & Copyright

- 8.1.1. **Intellectual Property Rights:** All Intellectual Property Rights in the Deliverables (excluding Customer-supplied materials) remain the property of Revolution Viewing under UK Copyright Law (Copyright, Designs and Patents Act 1988). For further guidance, visit the UK Intellectual Property Office at www.ipo.gov.uk.
- 8.1.2. **Customer Licence:** Upon full payment of the final invoice, Revolution Viewing grants the Customer a royalty-free Standard Licence to use the Deliverables strictly as defined in the Brief, including specified purposes, channels/platforms, and territories. Any use beyond this scope requires an Extended Licence.
- 8.1.3. **Propositional Materials:** Prospective Customers hold no rights over Revolution Viewing's propositional materials (e.g., pitchwork, tender materials). Unauthorised use or distribution is strictly prohibited and constitutes copyright infringement.

8.2. Standard Licence Compliance and Termination

- 8.2.1. **Regulatory Compliance:** The Customer is solely responsible for ensuring Deliverables comply with all applicable UK laws and regulations, including the Consumer Rights Act 2015, ASA codes, Data Protection Act 2018, and UK GDPR. Deliverables must include all necessary disclaimers and warnings. The Customer shall indemnify Revolution Viewing against any claims arising from non-compliance.
- 8.2.2. **Retention of Rights:** Revolution Viewing retains the right to use Deliverables for promotional purposes under Standard and Extended Licences.
- 8.2.3. **Termination:** The Standard Licence terminates automatically if the Customer:
 - 8.2.3.1. Breaches the Rights section

- 8.2.3.2. Fails to pay an invoice within 10 days of the due date, provided that Revolution Viewing has notified the Customer in writing of the outstanding payment and the Customer has not remedied the failure within that period
- 8.2.3.3. Undergoes insolvency, liquidation, or ceases business
- 8.2.3.4. Has a liquidator, receiver, administrator, or trustee appointed over its assets

8.3. Source Material

- 8.3.1. **Ownership & Rights:** All intellectual property rights in the Deliverables, including Source Material (e.g., video rushes, RAW files, Project files), remain the property of Revolution Viewing under the Copyright, Designs and Patents Act 1988. The Customer has no rights to Source Material unless expressly agreed in writing via an Extended Licence.
- 8.3.2. **Licensing Exemptions:** Certain Source Materials critical to Revolution Viewing's commercial success (e.g., 360 web files) cannot be licenced.
- 8.3.3. **Licensing Discretion:** Extended Licences for Source Material are granted at Revolution Viewing's sole discretion and remain subject to Standard Licence Terms, Permissions, and prohibitions unless otherwise specified.
- 8.3.4. **Third-Party Content Responsibility:** If Source Material includes third-party assets (e.g., stock footage, music), they are licenced only for the agreed use in the Brief. The Customer is responsible for securing additional licences for alternative use and indemnifies Revolution Viewing against any related claims under the Consumer Rights Act 2015 and Copyright, Designs and Patents Act 1988.
- 8.3.5. **Remuneration:** Access to Source Material is subject to additional fees based on its value, complexity, and volume, which is in line with contract law under the Supply of Goods and Services Act 1982.
- 8.3.6. **Retention of Rights:** Revolution Viewing reserves the right to use Source Materials for promotional purposes, as permitted under the Copyright, Designs and Patents Act 1988.

9. Warranties and Liability

9.1. Warranties

Revolution Viewing warrants, represents and undertakes that it owns or has a licence to the Revolution Viewing IP as necessary for this Agreement.

9.2. Acknowledgements

The Customer acknowledges that any use of third-party rights by the Customer is at its own risk, and the Customer shall indemnify Revolution Viewing from any claim made by a third party.

9.3. Liability

Notwithstanding any other provision in these Terms and Conditions, neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. Revolution Viewing maintains all necessary insurance coverage to perform the services outlined in these Terms and Conditions, ensuring compliance with applicable legal and regulatory requirements.

Nothing in these Terms and Conditions shall exclude or limit either party's liability for fraud, death or personal injury caused by negligence, or any other liability which cannot be excluded or limited by law. Subject to the foregoing, Revolution Viewing's total liability to the Customer in connection with any Project (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the total fees paid by the Customer to Revolution Viewing for that specific Project.

10. General

10.1. Force Majeure

Neither Party shall have any liability or be deemed to be in breach of these Terms and Conditions for any delays or failures in performance of these Terms and Conditions which result from circumstances beyond the reasonable control of that Party, including, without limitation, labour disputes involving that Party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

10.2. Amendment

This Agreement may only be amended in writing and signed by duly authorised representatives of Revolution Viewing and the Customer.

10.3. Invalid Clause

If any provision or part of these Terms and Conditions is held to be invalid, amendments to these Terms and Conditions may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision, but shall otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

10.4. Law and Jurisdiction

The validity, construction, and performance of these Terms and Conditions shall be governed by English law. It shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.

10.5. Property Representation Responsibility

The Customer is solely responsible for ensuring that any Revolution Viewing production complies with legal and company representation standards, including the Consumer Protection from Unfair Trading Regulations 2008 and any other applicable legislation governing the accurate representation of properties and locations. At the Customer's request, Revolution Viewing will add a disclaimer (wording to be provided by the Customer) at no charge. By approving and using a Revolution Viewing product, the Customer confirms acceptance of any included disclaimer.

10.6. Shipping

Shipping is at the Customer's risk and cost, subject to the Consumer Rights Act 2015 (if applicable) and the Supply of Goods and Services Act 1982 (as amended). Revolution Viewing is liable for its negligence.

10.7. Entire Agreement

These Terms and Conditions, together with any Brief, quotation, and purchase order agreed between the parties, set out the entire agreement between the parties relating to their subject matter and supersede all prior oral or written agreements, arrangements, or understandings relating to them. The parties acknowledge that they are not relying on any representation, agreement, term, or condition not set out in these Terms and Conditions. Nothing in this clause purports to exclude liability for any fraudulent statement or act.

10.8. Assignment

Neither party shall assign, mortgage, charge, or otherwise transfer any rights or obligations under these Terms and Conditions without the prior written consent of the other party, such consent not to be unreasonably withheld. Either party may, without consent, assign all its rights and obligations to any company to which it transfers all or substantially all of its assets or business, provided that the assignee undertakes in writing to be bound by and perform the assignor's obligations under these Terms and Conditions. A party shall not have the right to assign if it is insolvent or any insolvency event described in clause 8.2.3 applies to it.

Appendix A: Production Privacy Notice

A1. Who We Are

This notice is issued by Revolution Viewing Ltd (Company Registration Number 05247496), trading as Vepple, whose registered office is at Consort House, 12 South Parade, Leeds, LS1 5QS. This notice applies exclusively to personal data processed in connection with Revolution Viewing's production services (including 360-degree virtual tours, photography, and video production) and does not apply to the Vepple platform, which is covered by a separate Privacy Policy. For privacy queries relating to this notice, please contact us at support@vepple.com.

A2. What Personal Data We Capture

In the course of delivering production services, Revolution Viewing may process the following categories of personal data:

- Images and video footage of identifiable individuals captured during on-site production
- Names and contact details of the Customer's designated point of contact or chaperone
- Any other information provided to Revolution Viewing by the Customer for the purposes of project planning and delivery

A3. Why We Process It and Our Lawful Basis

Revolution Viewing processes personal data for the following purposes:

- Production and delivery of commissioned Deliverables to the Customer — on the basis of legitimate interests or, where the individual is the contracting Customer, performance of a contract
- Promotional use of Deliverables, including use on Revolution Viewing's website and marketing materials, on the basis of legitimate interests. Individuals have the right to object to this processing; see section A7 below.

Please note that obtaining consent from individuals appearing in Deliverables is the sole responsibility of the Customer, as set out in the Terms and Conditions.

A4. How Long Do We Keep It

- Project files and assets, including any images or footage that contain personal data, are retained for up to 3 years after project completion, after which they are securely deleted in accordance with Revolution Viewing's data management procedures.
- Contact details of Customer representatives are retained for the duration of the commercial relationship and for a reasonable period thereafter for administrative and legal purposes.

A5. Who We Share It With

Revolution Viewing may share personal data with:

- Subcontractors and freelance personnel engaged to assist in the delivery of the project, who are subject to confidentiality obligations
- Third-party service providers used for file storage and delivery of assets, who are required to handle personal data in accordance with applicable Data Protection Legislation

Once Deliverables are delivered to the Customer, the Customer becomes the Data Controller for those assets and is solely responsible for their lawful use, display, and any onward sharing.

A6. Transfers Outside the UK

Where Revolution Viewing uses third-party service providers that process data outside the United Kingdom, it will ensure that appropriate safeguards are in place in accordance with UK GDPR, including, where applicable, the use of UK International Data Transfer Agreements or equivalent mechanisms. Details of relevant third-party providers are available on request.

A7. Your Rights

Under UK GDPR, individuals have the following rights in relation to their personal data:

- The right to access the personal data Revolution Viewing holds about them
- The right to request rectification of inaccurate data
- The right to request erasure of their data in certain circumstances
- The right to request restriction of processing
- The right to object to processing based on legitimate interests, including use for promotional purposes
- The right to lodge a complaint with the Information Commissioner's Office (ICO) at www.ico.org.uk

Please note that where an individual's image appears in Deliverables that have already been delivered to and are controlled by a Customer, requests relating to those assets should be directed to that Customer as Data Controller. Revolution Viewing will assist where it reasonably can.

A8. Contact

To exercise any of the rights above, or for any queries relating to this notice, please contact Revolution Viewing at:

- **Email:** support@vepple.com
- **Post:** Revolution Viewing Ltd, Consort House, 12 South Parade, Leeds, LS1 5QS
- **Telephone:** +44 (0)113 205 3750