

Terms & Conditions

- 1) The Listing Edge, LLC hereby referred to as THE LISTING EDGE, reserves the right to use any image or recording for any marketing purposes.
- 2) If subject of work is outside Jacksonville, St Augustine area, THE LISTING EDGE reserves the right to add a reasonable transportation fee.
- 3) THE LISTING EDGE guaranties the client a professionally produced product. If the product created is not acceptable based on reasonable standards, THE LISTING EDGE will refund client's fees. Client will not be eligible to receive any part of photographs or recordings if fees have been refunded.
- 4) If the product is unacceptable to customer from an editing standpoint, THE LISTING EDGE will re-edit footage a second time based on written notes provided by the client. IF this second edit is unacceptable, THE LISTING EDGE will charge an hourly fee to continue refinement of recording.
- 5) If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this agreement, or to interpret or enforce any rights under this agreement, the prevailing party shall recover reasonable attorneys' fees and costs.
 1. **ATTORNEY FEES:** If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party shall recover reasonable attorneys' fees and costs.
 2. **JURISDICTION AND VENUE:** Client hereby irrevocably submits to the jurisdiction of the courts of Duval County, Florida in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waives, and agrees not to assert, as a defense that he/she is not subject thereto or that the venue thereof may not be appropriate.

6) Customer will provide a "show ready" property at the time arranged for the recording. THE LISTING EDGE will not be responsible for "preparing" the subject property for the recording. If the recording of the property is unacceptable based on the condition of the property or its contents, THE LISTING EDGE will charge a reasonable fee to re-record the property, including travel expenses.

7) THE LISTING EDGE is not responsible for weather related detrimental effects of recording.

8) THE LISTING EDGE agrees to maintain a reasonable amount of liability insurance to protect the contents of subject property from damage caused by any representative.

9) THE LISTING EDGE agrees to maintain a clean and functioning website for hosting client's videos. THE LISTING EDGE will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies.

10) Client is granted a limited, nonexclusive right to create a "hyperlink" to THE LISTING EDGE's website as long as there is no implicit or explicit derogatory, or otherwise defamatory insinuations.

11) THE LISTING EDGE nor its independently contracts is responsible for damages, delays or failures in performance resulting from acts or occurrences beyond

reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised. (Hurricanes, Tornadoes, Earthquakes, Acts of Terrorism, etc.)

12) No other terms or conditions apply unless specified in writing.

13) As a condition of THE LISTING EDGE's website Services, you agree not to use such services for any purpose that is unlawful or prohibited by these terms and conditions, and agree to comply with any applicable local, state, federal and international laws, government rules or requirements.

14) THE LISTING EDGE may immediately terminate any account which it believes, in its sole discretion, is connected

with any spam or other unsolicited bulk marketing.

15) Once any work performed by The Listing Edge for the Client has been paid for, The Listing Edge grants the client a license to use the images, videos, 3D Tours, etc. under these Terms of Service as follows:

-The Listing Edge retains ownership rights to all work performed for the client.

-The Client may use all work performed by The Listing Edge for marketing purposes, specifically to market the property(ies) The Listing Edge works on for the Client.

-The Client may not re-sell any work performed by The Listing Edge for the Client without permission from The Listing Edge.

-The Client may not give away any work performed by The Listing Edge for the Client without permission from The Listing Edge.

ONLINE PRIVACY POLICY AGREEMENT

The Listing Edge, (THE LISTING EDGE), is committed to keeping any and all personal information collected of those individuals that visit our website and make use of our online facilities and services accurate, confidential, secure and private. Our privacy policy has been designed and created to ensure those affiliated with The

Listing Edge of our commitment and realization of our obligation not only to meet but to exceed most existing privacy standards.

THEREFORE, this Privacy Policy Agreement shall apply to The Listing Edge , and thus it shall govern any and all data collection and usage thereof. Through the use of

client.ListingEdge.com you are herein consenting to the following data procedures expressed within this agreement.

Collection of Information

This website collects various types of information, such as:

- Voluntarily provided information which may include your name, address, email address, billing and/or credit card information etc., which may be used when you purchase products and/or services and to deliver the services you have requested.

Please rest assured that this site shall only collect personal information that you knowingly and willingly provide by way of surveys, completed membership forms, and emails. It is the intent of this site to use personal information only for the purpose for which it was requested and any additional uses specifically provided on this site.

It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent as a means to better

understand the way in which other websites garner, make use of and share information collected.

Payment and Late Fees

The Client must pay The Listing Edge upon receipt of any invoice from The Listing Edge. If the payment is more than 30 days late,

there will be a \$35 late fee assessed to the invoice. An additional \$35 will be assessed for each additional 30 day late period after the initial 30 day late period.

Legal Fees

If The Listing Edge must pursue legal action against the Client, the Client will be responsible for any legal fees incurred due to said legal action.

Use of Information Collected

The Listing Edge may collect and may make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and/or services that may be available to you from client.ListingEdge.com . The Listing Edge may also be in contact with you with regards to completing surveys and/or research questionnaires related to your opinion of current or potential future services that may be offered.

The Listing Edge does not now, nor will it in the future, sell, rent or lease any of our customer lists and/or names to any third parties.

The Listing Edge may disclose your personal information, without prior notice to you, only if required to do so in accordance with applicable laws and/or in a good faith belief that such action is deemed necessary or is required in an effort to:

- Remain in conformance with any decrees, laws and/or statutes or in an effort to comply with any process which may be served upon The Listing Edge and/or our website;
- Maintain, safeguard and/or preserve all the rights and/or property of The Listing Edge; and

- Perform under demanding conditions in an effort to safeguard the personal safety of users of

client.ListingEdge.com and/or the general public. Children Under Age of 13

The Listing Edge does not knowingly collect personal identifiable information from children under the age of thirteen (13) without verifiable parental consent. If it is determined that such information has been inadvertently collected on anyone under the age of thirteen (13), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database. Anyone under the age of thirteen (13) must seek and obtain parent or guardian permission to use this website.

Unsubscribe or Opt-Out

All users and/or visitors to our website have the option to discontinue receiving communication from us and/or reserve the right to discontinue receiving communications by way of email or newsletters. To discontinue or unsubscribe to our website please send an email that you wish to unsubscribe to rfarmer@listingedge.net. If you wish to unsubscribe or opt-out from any third party websites, you must go to that specific website to unsubscribe and/or opt-out.

Links to Other Web Sites

Our website does contain links to affiliate and other websites. The Listing Edge does not claim nor accept responsibility for any privacy policies, practices and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of each and every website that collects personally identifiable information. The aforementioned Privacy Policy Agreement applies only and solely to the information collected by our website.

Security

The Listing Edge shall endeavor and shall take every precaution to maintain adequate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure or modification of the user's personal information under our control.

The company also uses Secure Socket Layer (SSL) for authentication and private communications in an effort to build users' trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information.

Changes to Privacy Policy Agreement

The Listing Edge reserves the right to update and/or change the terms of our privacy policy, and as such we will post those change to our website homepage at client.listingEdge.com, so that our users and/or visitors are always aware of the type of information we collect, how it will be used, and under what circumstances, if any, we may disclose such information. If at any point in time The Listing Edge decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether or not to permit the use of their information in this separate manner.

Acceptance of Terms

Through the use of this website, you are hereby accepting the terms and conditions stipulated within the aforementioned Privacy Policy Agreement. If you are not in

agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you are in agreement and acceptance of such changes.

How to Contact Us

If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following email, telephone number or mailing address.

Email: rfarmer@listingedge.net **Telephone Number:** 904-994-9176 **Mailing Address:**
The Listing Edge

12620 Beach Blvd Jacksonville, FL 32246