

Terms and Conditions for Real Viator Website

1. Introduction

Welcome to Real Viator's website. By accessing or using our services, you agree to these Terms and Conditions. Please read them carefully. If you do not agree with any part of these terms, you should refrain from using our services.

2. Scope of Services

Real Viator specializes in providing services related to 3D visualizations, property marketing, and lead generation. Please note the following:

- **Services, Not Software Sales:** Real Viator does not sell software. Instead, we provide 3D visualization and marketing services that may involve software tools or platforms.
 - **Use of External Services:** Real Viator may utilize external third-party services, including but not limited to 3D visualization tools, software platforms, and 3D modeling engines, to deliver high-quality results.
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3. Payment Terms

To commence and complete a project, the following payment terms apply:

1. **50% Upfront Payment:** A non-refundable payment of 50% of the total project cost is required before work begins.
2. **50% Final Payment:** The remaining 50% is due upon project completion and the service going live.

If the final payment, or any portion thereof, is not received within the agreed timeframe, Real Viator reserves the right to:

- Suspend or cancel the services without prior notice.
- Take the website, software, and visualizations offline until the payment is fully settled.

Upon receiving the final payment, services will be restored online, including access to static 3D visualizations. However, all other elements, including dynamic content, tools, and software used for the visualizations, remain the exclusive property of Real Viator. Ownership of the website itself also remains with Real Viator.

4. Ownership and Intellectual Property

- All intellectual property rights related to the 3D visualizations, designs, and deliverables remain with Real Viator until the final payment is made.
- Upon full payment, ownership of completed static 3D visualizations will transfer to the client. Any external software or tools used during the creation process remain the property of their respective owners.
- Dynamic elements, the website, and other proprietary technologies remain the property of Real Viator.

5. Limitations of Liability

Real Viator will make reasonable efforts to deliver services as agreed; however, we are not responsible for:

- Delays caused by third-party service providers.
- Issues arising from misuse of the visualizations or deliverables by the client.
- Consequential damages resulting from service interruptions due to non-payment.

6. Service Termination

Real Viator reserves the right to terminate services at its discretion in cases of:

- Non-compliance with payment terms.
- Misuse of our deliverables or breach of these terms.
- Any actions by the client that hinder project completion.

7. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Switzerland. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts in Zurich, Switzerland.

8. Contact Information

For any questions or concerns regarding these Terms and Conditions, please contact us at:

Email: info@realviator.com

Phone: +41 79 79 79 780

Address: Bahnhofstrasse 10, 8001 Zürich

Company: Media Experts GmbH

Effective Date: 01.01.2024.

By using our services, you acknowledge and agree to these Terms and Conditions.