

Standard Terms and Conditions

1. Introduction

These terms and conditions ("Terms") govern the use of the Birds Eye Media Content Creation Company ("Company", "we", "us", or "our") quoting software and the services provided, including drone videography and photography, videography and photography, 360-degree video and photo capture, and long-term timelapse (collectively, the "Services"). By using our Services, you ("Client", "you", or "your") agree to be bound by these Terms.

2. Licenses and Usage Rights

(2.1) Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable licence to access and use the quoting software to receive quotes for our Services.

(2.2) You may not reproduce, distribute, or create derivative works based on the quoting software without our express written consent.

3. Quotations and Pricing

(3.1) Quotations provided through our quoting software are estimates only, based on your provided information. The final price for our Services may vary and will be determined upon mutual agreement between you and us.

(3.2) We reserve the right to refuse any project or request at our sole discretion, without the need to provide a reason.

(3.3) Once you accept a quote, you agree to enter into a separate agreement with us, which will detail the specific terms and conditions for the provision of the Services, including payment terms, project timeline, and any additional terms as required.

4. Editing, Turnaround Times, And Revisions

(4.1) Our Services include photo, video, and 360-degree editing as part of the agreed scope of work. Allow for ONE WEEK to receive your first draft or content. We will provide you with an initial draft of the edited content for your review.

(4.2) We include one (1) round of reasonable revisions to the initial draft at no additional cost. You must send the draft to any key stakeholders for their

review and provide us with a consolidated list of requested amendments in one document or email.

(4.3) The Client is expected to provide revision feedback within a reasonable timeframe. If such feedback is significantly delayed, we reserve the right to invoice the "Client" after sending the first draft.

(4.4) Additional rounds of amendments, over the agreed amount or default number of One (1), will be charged at our applicable post-production hourly rate and added to the final invoice.

5. Payment Terms

(5.1) Initial Deposit

Upon acceptance of our quotation, an initial deposit of 30% of the quoted fee is required to secure project commencement.

(5.2) Progress Payments

For projects with a duration exceeding one month, a progress payment of 40% of the estimated total cost will be invoiced at the halfway point.

(5.2.1) The project agreement will outline specific milestones for progress payments.

(5.3) Final Payment

The remaining balance is due upon project completion and delivery of the final product, with payment terms 28 days from invoice date.

(5.4) Late Payment

Invoices unpaid by the due date will incur a late payment fee of 1.5% per month on the outstanding balance.

(5.5) Negotiation and Flexibility

We understand that different clients have varying payment cycles and policies. We're committed to flexibility and are willing to negotiate payment terms that align with our client's needs, subject to our discretion. Some terms may be adjusted on a case-by-case basis to accommodate specific project requirements or client policies.

(5.6) Client Acceptance

By proceeding with our services, clients acknowledge their acceptance of these payment terms. These terms are designed to ensure clarity and mutual understanding throughout our collaboration and offer flexibility to accommodate the unique needs of each project and client relationship.

6. Creative Shoot Bookings

This section pertains to all bookings for drone, photography, videography, 360, and editing services, which is also known as "Creative Shoots".

(6.1) Weather

We hold the right to postpone or reschedule Creative Shoots in cases of unfavourable weather conditions that would make it unsafe or unfeasible to carry out the shoot, at our discretion. We will do everything possible to collaborate with you and reschedule the shoot at the earliest suitable date.

(6.2) Client Cancellations

If you need to cancel a Creative Shoot, you must inform us in writing.

(6.2.1) No cancellation fee will be charged for cancellations made more than 72 hours before the scheduled start time of the Creative Shoot.

(6.2.2) For cancellations made between 48 and 72 hours before the scheduled start time, a cancellation fee worth 50% of the quoted cost of the "Creative Shoot" will be charged.

(6.2.3) For cancellations made less than 48 hours before the scheduled start time, a cancellation fee worth 100% of the quoted cost of the "Creative Shoot" will be charged.

(6.3) Rescheduling

You may reschedule a Creative Shoot once, provided that you give us at least a 48-hour notice prior to the scheduled start time. Any additional rescheduling may be subject to additional fees, to be agreed upon in writing between you and us.

(6.4) No Show or Unpreparedness

In circumstances where the Client and Birds Eye Media have established a mutually agreed-upon date and time for the provision of services, and Birds Eye Media has apprised the Client of any potential changes, yet remains unable to execute the agreed-upon services due to the unavailability of site contact or unpreparedness, the Client will be charged an hourly rate as deemed appropriate by Birds Eye Media.

(6.5) Rush Fees and After-Hours Rate

(6.5.1) Any requests for work outside of our regular business hours (Monday through Friday, 8 am to 4 pm) will be subject to a reasonable fee as determined by Birds Eye Media.

(6.5.2) In instances where you require work to be completed urgently, a rush fee may be applied. The amount of this fee will be based on the scale of the requested work and will be at the discretion of Birds Eye Media. This fee will be charged if the work is needed within 24-48 hours of the request.

(6.6) Site Based

(6.6.1) The Client will be responsible for covering the expenses related to COVID testing and transportation, site airport transfers, site transport vehicles, meals, accommodation, and flights. Induction expenses will be charged at an hourly rate per person. The final invoice for all these expenses will be generated post-project.

(6.6.2) We will make every effort to accommodate changes in schedules and circumstances. However, please note that current commitments and practical constraints may restrict our ability to do so.

7. Intellectual Property

(7.1) All intellectual property rights in the quoting software, including but not limited to trademarks, copyrights, and patents, are owned by or licensed to Birds Eye Media.

(7.2) All intellectual property rights in the materials, images, videos, and other content created by Birds Eye Media during the provision of the Services will remain as Birds Eye Media property unless otherwise agreed upon in writing between Client and Provider.

8. Compliance with Laws

You agree to comply with all applicable laws and regulations when using our Services, including but not limited to aviation, privacy, and data protection laws.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including legal fees and costs, arising out of or in any way connected with your access to or use of the quoting software and our Services.

10. Limitation of Liability

The Company's total liability for any claims arising out of or related to the use of the quoting software or Services shall be limited to the amount paid by the client for the Services in the 12 months preceding the claim. This limitation applies to all forms of damage claims, including direct, indirect, incidental, special, consequential, or punitive damages. The Company and its affiliates shall not be liable beyond this cap, except in cases of gross negligence or intentional misconduct. This cap is designed to provide a balanced risk distribution between the Company and its clients, ensuring that liability is proportionate to the contract value.

11. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Western Australia, without regard to its conflict of laws principles. Any disputes arising from or relating to these Terms or our Services shall be subject to the exclusive jurisdiction of the courts located in Perth, Western Australia.

12. Dispute Resolution

(12.1) Notice of Dispute

In the event of a dispute arising under or relating to this agreement (a "Dispute"), the aggrieved party shall notify the other party in writing of the nature of the Dispute, including a detailed description and the proposed resolution. The parties agree to work in good faith to resolve the Dispute.

(12.2) Negotiation

Upon such notice, both parties shall attempt to resolve the Dispute through direct negotiation within 30 days of the notice.

(12.3) Mediation

If the Dispute cannot be resolved through negotiation, the parties agree to attempt to resolve the Dispute through mediation by a mutually agreed-upon mediator. Each party shall bear its own costs in mediation.

(12.4) Arbitration

If mediation fails to resolve the Dispute within 60 days of its initiation, the Dispute shall be finally settled by binding arbitration administered by a recognised arbitration association under its Commercial Arbitration Rules. The arbitration shall take place in [Jurisdiction], and the language of the arbitration shall be English.

(12.5) Enforcement

The arbitrator's award shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

13. Data Protection and Privacy

(13.1) Compliance

Birds Eye Media is committed to protecting the privacy and security of personal and project-related data in compliance with applicable data protection laws.

(13.2) Data Collection and Use

We collect and use data strictly for the purpose of fulfilling our contractual obligations, providing services, and improving client experience. We do not share, sell, or disclose data to third parties without consent, except as required by law.

(13.3) Data Security

We implement robust security measures to protect data against unauthorised access, alteration, disclosure, or destruction. Our commitment includes regular reviews of our security policies and practices.

(13.4) Client Responsibilities

Clients are responsible for ensuring that any data they provide to Birds Eye Media complies with data protection laws and that they have obtained all necessary consents for its use.

(13.5) Data Retention

We retain personal and project-related data only for as long as necessary to fulfill the purposes for which it was collected, comply with legal obligations, and resolve disputes.

(13.6) Amendments

This Data Protection and Privacy section may be updated from time to time to reflect changes in our practices or legal obligations. Clients will be notified of significant changes.

14. Changes to the Terms

We reserve the right to modify these Terms at any time without prior notice. Your continued use of the quoting software and our Services following any changes to the Terms constitutes your acceptance of the updated Terms.

15. Contact Information

If you have any questions or concerns about these Terms or our Services, please contact us:

Address: Comm 06/225 – 226 Bagot Rd, Subiaco WA 6008



Phone: (08) 6118 1661

Email: info@birdseyemedia.com.au

LONG-TERM TIME-LAPSE TERMS AND CONDITIONS

1. Timelapse Camera Installation

(1.1) Birds Eye Media will install timelapse cameras at the preferred location as determined by the Client before the commencement of the project after a site survey has been performed.

(1.2) We advise all Clients to please make themselves available on the installation day, to assist our install team with the desired camera angle.

(1.3) Upon installation of the timelapse cameras, the installation team will provide the Client with a link to view the camera's coverage. This lets the Client provide immediate feedback on the camera's position and coverage area.

(1.4) The installation team will remain on-site for 20 minutes after sending the camera view link to await immediate feedback from the Client to make necessary adjustments.

(1.5) Suppose no response or feedback is received from the Client within the aforementioned 20-minute window. In that case, Birds Eye Media will secure the camera in its current position, which we deem to cover the proposed subject and leave the site.

(1.6) Should the Client express dissatisfaction with the camera's view after our team leaves the site and additional site visits are required to adjust the camera angle or position, additional costs will be incurred. The Client will communicate these costs to and agree upon them before the additional site visit.

(1.7) Data. In the occasion where the Client supplies their own SIM card and any network issue arises that we may have to attend to the camera or fix in the dashboard, charges may apply.

2. Application

The terms and conditions mentioned below apply to all accepted services. All work that is conducted is subject to these terms and conditions, except where changes are clearly agreed upon in writing. It is recommended to read these terms and conditions in conjunction with the quotation. In case of any inconsistency between the quotation and these terms and conditions, the provisions of the quotation shall be considered valid.

3. Relationship of the Parties

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute a partnership, association, joint venture, agency or any other cooperative entity.

4. Performance

(4.1) Warrants to the Client that the Service will be provided using reasonable care and skill.

(4.2) Will use reasonable endeavours to carry out the Services by the date set out in the agreed timescale or such other date as may be mutually agreed.

5. Client Obligations

(5.1) The Client agrees to cooperate with and shall provide any support, information, and facilities as may be required, such as power and structures to mount the cameras will not be held responsible if the Client fails to do so.

(5.2) The Client will ensure that is provided in good time with all information needed to enable it to perform the Services and will be entitled to rely on that information.

(5.3) The Client will give all decisions and approvals in a timely manner and provide any additional assistance, which may reasonably be requested.

6. Modifications

Should the Client decide that changes are necessary to our documentaries, wherever reasonably possible accept these changes subject to the price agreement regarding the changes which may be required.

7. Intellectual Property

The Client cannot claim intellectual or exclusive ownership of any of Birds Eye Media equipment, modified or unmodified, all equipment is the exclusive property of Birds Eye Media. All videos and images are the sole property of the Client from the date of installation.

8. Penalty/Fine for Damages

Any unauthorised removal/shifting/touching/tampering/loss/handling/mishandling of the equipment

by the Client or its third-party on-site will lead to immediate cancellation of the contract by the service provider and a liability of \$10,000 per camera will be imposed on the Client for such an act. The Client will be liable to pay the service provider for damages due to any negligence by the Client or any of its third parties on-site.

9. Quotations

(9.1) Initial Quotation

The fee for long-term timelapse services provided by Birds Eye Media ("Provider") is contingent upon an array of factors, including but not limited to, comprehensive site evaluations. Consequently, any quotation rendered by the Provider prior to such evaluations is provisional and subject to amendment post-site survey analysis.

(9.2) Quotation Validity and Withdrawal

Upon issuance, a quotation remains valid for thirty (30) days for acceptance by the Client. Notwithstanding the foregoing, the Provider reserves the unilateral right to rescind or modify a quotation at any point prior to the Client's formal acceptance.

(9.3) Acceptance of Quotation

Acceptance by the Client of the Provider's quotation is effectuated by the Client's signature on the quotation document, or confirmation via electronic mail, subject to the Provider's discretion.

(9.5) Adjustment of Quotations

The initial quotation is predicated on the information furnished by the Client at the time of quotation. Should subsequent discoveries reveal inaccuracies in the provided information, or should there be alterations in the project scope or prevailing conditions, the Provider is entitled to adjust the fee accordingly. Such adjustments will be computed based on the additional time and materials required to complete the project, in accordance with the Provider's standard rate card.

10. Price and Payment Terms

(10.1) Unless stated otherwise, all prices are exclusive of GST, which shall be added to invoices at the prevailing rate.

(10.2) Invoices will be issued as per the proposed schedule in the quotation. Payment of any balance will be due within thirty (30) days of the invoice date. The Client agrees that the time of payment of invoices shall be an essential term of the Agreement. If a Client fails to pay two consecutive invoices for any

reason, reserves the right to suspend its services without any intimation.

(10.3) Birds Eye Media's payment terms for Long Term Timelapse services are as follows:

(10.3.1) Initial Install

The Client will be charged to cover the installation of the timelapse cameras at the preferred location as determined by the Client before the commencement of the project and the first month of the camera service. This fee will be due twenty-eight (28) days after the completion of the installation.

(10.3.2) Monthly Charge

A monthly fee will be charged for the project's duration to cover the ongoing camera

(10.3.3) Destall Amount

A one-time fee will be charged to cover the removal of the timelapse cameras and equipment at the end of the project as well as the last months camera hire. This fee will be due twenty-eight (28) days after completion of the project.

(10.3.4) Deliverables

A one-time fee will be charged to cover the creation of a final timelapse video of the project. (if not in the destall invoice).

(10.3.5) Destall Cancellation

If a camera removal installation has been scheduled and booked with the Client, but it is cancelled due to reasons beyond the control of Birds Eye Media (such as unpreparedness), the Client will be charged a rate between 50-100% of a full day's rate will be charged back to the Client.

*Please note that all fees are subject to change and will be agreed upon in writing between Birds Eye Media and the Client before the provision of services. If you have any questions or concerns about our payment terms, please do not hesitate to contact us.

11. Duration/Termination

This Agreement shall subsist for the period specified in the quotation unless earlier terminated in terms of clause 10 hereof, or where no period is specified by either party giving at least one month prior written notice of termination. In the event of termination in whole or in part shall be entitled to be paid for all work which has been carried out prior to termination, and the Client shall remain liable, therefore.

(11.1) Early Termination

If the contract is cancelled before the contract end date, the Client will be liable to pay 50% of the balance contract value as cancellation fees.

(11.2) Partial Termination

If the contract is partially cancelled before the contract end date, the Client will be liable to pay 50% of the partially cancelled contract value as cancellation fees. (eg. If the contract is for four (4) cameras and if one camera is cancelled by the Client for the balance duration of the contract).

12. Force Majeure

Neither party shall be liable for any breach of these terms caused by matters beyond their reasonable control, including but not limited to natural calamities, industrial disputes (whether involving our employees or not), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central government or other authorities.

13. Jurisdiction

This Agreement shall be construed and governed by the Federal and local laws applied in Australia and Australian courts shall have the jurisdiction.

14. Installation & Warranty

In case Birds Eye Media is involved in the installation of rented or purchased timelapse cameras, we guarantee a lifetime warranty for both the installation and camera components. Please note that we only install Birds Eye Media equipment and do not entertain any requests for the installation of a Client's camera.

DRONE SERVICES TERMS AND CONDITIONS

Birds Eye Media holds a full licence granted by the Civil Aviation Safety Authority (CASA) and has comprehensive public liability insurance. We strongly advise against engaging with any aerial photography business that lacks full licensing and insurance coverage, as any damage or injury resulting from their operations may render you liable for compensation.

1. Area Approvals and Permission

(1.1) Birds Eye Media will prepare and submit the required paperwork for an agreed fee within an agreed timeframe to obtain area approval.

(1.2) The timeframes for CASA aerial application approval may vary significantly, and the Client acknowledges that this may affect lead times. Therefore, the Client must allow sufficient lead times for the approval process, and Birds Eye Media cannot be held responsible for delays caused by this process.

(1.3) Birds Eye Media will request details from the Client that are necessary to obtain such approvals, and the Client must provide these details as soon as possible. Birds Eye Media relies on the accuracy of any information provided by or on behalf of the Client and cannot be held responsible for the consequences of the Client providing inaccurate or incomplete information.

(1.4) If a site survey is required before we provide a quotation, the cost will be agreed upon and invoiced beforehand, unless otherwise discussed. The client must confirm in writing that they have permission to access the ground that will be used for taking off and landing. If a client cancels our services after accepting a written quotation, the Risk Assessment fee will still be valid and chargeable to the client. This is due to the work that has to be undertaken prior to any flights or filming/photography being performed by Bird's Eye Media on behalf of the client.

(1.5) The Client is responsible for obtaining any other permissions or approvals necessary to enable Birds Eye Media to provide the Services and Deliverables under this agreement.

2. Deliverables

(2.1) The term "Deliverables" includes both Services and Products. Birds Eye Media has agreed to offer Drone services to the Client for the production of creative work. The exact nature of the services that Birds Eye Media will provide will be determined in writing by both parties. It will be outlined in a written

quotation that includes a description of the approach, pricing, and work schedule.

(2.2) Birds Eye Media warrants that any services that it provides as part of the deliverables will be provided with a reasonable level of care and skill, using appropriately skilled personnel. The Client shall make an employee available to meet with Birds Eye Media when Birds Eye Media reasonably requires for the purposes of discussing the status of the Deliverables.

(2.3) The agreement between Birds Eye Media and the "Client" regarding the supply of Deliverables is outlined in these Terms and any written Production Schedule. These documents replace any document that the "Client" may have issued, such as a purchase order, and any previous agreements, negotiations, communications, and representations made by both parties.

3. Quotations

Pricing for drone services is subject to various factors, such as the type of filming, such as surveys and videography, which may necessitate more preparation time than still photography. Additionally, some locations might demand specific permits from CASA, local government, or landowners, adding to the project's complexity.

(3.1) If requested by the Client, Birds Eye Media may provide a quotation for any deliverable proposed to be provided under these Terms. The quotation will remain open for acceptance for up to 30 days from the date of issue. However, Birds Eye Media reserves the right to withdraw a quotation at any time. The Client can accept a quotation by signing a copy of it and sending it to Birds Eye Media, or via email if Birds Eye Media agrees.

(3.2) Birds Eye Media provides quotations based on the information provided to them at the time of quotation. If the information provided is later found to be inaccurate if there is a change to the nature or scope of the deliverables, or if circumstances change, Birds Eye Media may charge an additional amount based on the time and materials required to complete the project, at Birds Eye Media's standard scale of charges.

4. Price and Payment Terms

(4.1) Unless stated otherwise, all prices are exclusive of GST, which shall be added to invoices at the prevailing rate.

(4.2) Initial Deposit

Upon acceptance of our quotation, an initial deposit of 30% of the quoted fee is required to secure project commencement.

(4.3) Progress Payments

For projects with a duration exceeding one month, a progress payment of 40% of the estimated total cost will be invoiced at the halfway point.

(4.3.1) Specific milestones for progress payments will be outlined in the project agreement.

(4.4) Final Payment

The remaining balance is due upon project completion and delivery of the final product, with payment terms twenty-eight (28) days from invoice date.

(4.5) Late Payment

Invoices unpaid by the due date will incur a late payment fee of 1.5% per month on the outstanding balance.

(4.6) Negotiation and Flexibility

We understand that different clients have varying payment cycles and policies. We're committed to flexibility and are willing to negotiate payment terms that align with our client's needs, subject to our discretion. Some terms may be adjusted on a case-by-case basis to accommodate specific project requirements or client policies.

(4.7) Client Acceptance

By proceeding with our services, clients acknowledge their acceptance of these payment terms. These terms are designed to ensure clarity and mutual understanding throughout our collaboration and offer flexibility to accommodate the unique needs of each project and client relationship.

5. Confidentiality

Both parties agree to keep each other's confidential information confidential. Neither party has any right or interest in the other party's confidential information except for the purposes outlined in these Terms. Each party must maintain the confidentiality of the other party's confidential information and only use it to fulfil their obligations under these Terms. However, this obligation does not apply to information that:

(5.1) was already in the public domain when it was provided to a party, or later became public through no fault of the party; or

(5.2) the party is required by law to disclose, provided that it has first informed the other party of this obligation.

6. Term and Termination

(6.1) Either party may terminate the agreement under a Production Schedule or these Terms generally if the other party:

(6.1.1) breaches a material obligation under these Terms and does not remedy that breach within fourteen (14) days of a written notice of that breach from the other party; or

(6.1.2) is or is deemed to be insolvent, or ceases to conduct its business in an ordinary way (except if it has assigned its rights and obligations under these Terms in accordance with these Terms prior to that occurring), or an administrator, receiver, receiver and manager, official manager, liquidator, provisional liquidator, or similar is appointed in respect of the other party or any of its assets.

(6.2) In case an agreement under a Production Schedule or these Terms is terminated, Birds Eye Media has the right to invoice the Client for all Deliverables that have been provided or are in the process of being delivered but have not yet been invoiced. This includes Products that have been ordered for the Client but have yet to be delivered and invoiced unless the Products can be returned to their supplier for a refund without any cost or penalty.

(6.3) If any amount payable under these Terms remains unpaid for thirty (30) days after termination, then all licences granted to the Client for which payment has not been received will automatically terminate. Birds Eye Media may also retake possession of any unpaid products.

(6.4) The Client's obligations, including any obligations to indemnify Intellectual Property, and each party's obligations under Confidentiality and this clause, will survive the termination of any agreement under these Terms for any reason.

7. General Provisions

(7.1) The following text outlines the terms and conditions that govern the agreement between the parties. These Terms will be interpreted according to the laws of Australia and any legal disputes will be resolved in the Australian courts. If any provision of these Terms is deemed to be illegal or unenforceable, it will be omitted without affecting the remaining provisions which will continue in full force and effect.

(7.2) Any notice required by these Terms must be in writing, properly addressed and delivered personally, mailed postage-prepared, or sent by facsimile to the



party at the address specified in these Terms, or to any other address nominated by a party in writing.

(7.3) The Client is not allowed to assign any of its rights or obligations under these Terms without the prior written consent of Birds Eye Media. Birds Eye Media may engage subcontractors to perform any of its obligations under these Terms or a Production Schedule.

(7.4) The failure, delay, or neglect of Birds Eye Media to enforce any term of these Terms does not constitute a waiver of that term or Birds Eye Media's rights, or consent to, a waiver of, or any excuse for any different, continuing, or subsequent breach.

These Terms can only be amended or varied by written agreement of the parties.



Agreement to Terms

By signing below, both parties agree to the terms and conditions outlined in this document. This agreement signifies a mutual understanding of responsibilities, payments, and procedures as defined herein. Any modifications to this agreement must be made in writing and signed by both parties.

Birds Eye Media Acknowledgment:

Signature

Print Name

Title

Date

Client Acknowledgment:

Signature

Print Name

Company Name

Title

Date

Please ensure that both parties retain a signed copy of this document for their records.

Version 1 – 01.07.2023
Due to be updated - 01.07.2024