

A. Terms of Use Agreement

1. By accessing any of the web sites operated by FT Virtual Tours Ltd. (“FT Virtual Tours”) including www.flashtours.net, the user agrees to be bound by all of the terms of use and agrees these terms of use constitute a binding contract between the user and FT Virtual Tours Ltd.
2. The terms of use are the sole understanding between FT Virtual Tours and the user.
3. No other terms of use or conditions apply unless specified by contract.
4. If a user is in violation of any of the terms of use as set out herein or in additional or alternative contracts, FT Virtual Tours reserves the right and may, in its sole discretion, do one or more of the following, without the requirement that FT Virtual Tours issue the user any form of credit or refund:
 - a. Require the user to change, edit, modify and/or remove User Content (as is hereinafter defined); or
 - b. Cancel and/or remove all User Content posted by the offending user.

B. Payment / Fees

1. Payment must be received at the time of order, or service will not be performed, unless terms have been extended by contract prior to the time of order.
2. FT Virtual Tours will bill your credit card at the time of order for all charges and services provided, unless other arrangements are agreed to in writing.
3. Your credit card may be charged again after you place an order for additional fees due to local market conditions or if you decide to later upgrade the tour.
4. The tour will be hosted for the life of the listing or for one year (365 days) from the last day of the month in which the tour was ordered, whichever comes first. After one year, you will have the option to renew your tour(s) for an additional fee.
5. If you accept an assignment of photographs from another listing agent and want us to transfer those images, a fee will apply.
6. In the event legal action is necessary to collect on balances due, you agree to reimburse FT Virtual Tours for all expenses incurred to recover sums due, including lawyer's fees and other legal expenses.

C. Copyright

This database and all materials on this site are protected by copyright laws and are owned by FT Virtual Tours or by the user who has supplied the data.

D. Trademarks

Trademarks used on the FT Virtual Tours web sites may be owned by real estate boards and other third parties. Nothing contained on this site gives any user the right or license to use any trademark displayed on this site without the express permission of the owner.

E. Registration / Account Security

1. When you register for and use the FT Virtual Tours service, you will be asked to provide information about yourself ("User Data"). Your User Data must be accurate and current at all times. You are solely responsible for maintaining the security of your account. This means, for example, that you may not share your password or let anyone else access your account. If you have reason to believe that your account is no longer secure, please let us know immediately.
2. This website uses high Internet standards of secure data encryption for all online transactions.
3. This website uses Internet "cookies" and session variables to store your login information as you move throughout the website. It is strongly suggested that you clear your browser history and "cookies" after each session if you are using a public computer.

F. Prohibited Conduct

By using or accessing the FT Virtual Tours service, you represent, warrant and agree that you will not:

- a. do anything that could disable, overburden or impair the proper working of the FT Virtual Tours service;
- b. send spam or any other unauthorized advertisements or solicitations through or using the FT Virtual Tours service;
- c. solicit private information (including social security numbers, credit card numbers and passwords) from users of the FT Virtual Tours service;

- d. do anything that is illegal, infringing, fraudulent, malicious or could expose FT Virtual Tours or the FT Virtual Tours service users to harm or liability; or
- e. attempt, encourage or facilitate any of the above.

G. User Content

1. By using or accessing the FT Virtual Tours service, you represent, warrant and agree that you will not Post:
 - a. User Content that violates the law or anyone's rights, including intellectual property rights or other proprietary rights (such as rights of publicity and privacy);
 - b. any private information of any third party;
 - c. false, misleading or fraudulent information;
 - d. any material that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer or telecommunications equipment;
 - e. alcohol-related or other mature content;
 - f. materials, names or marks may be used with the FT Virtual Tours service to give the erroneous impression to a user that the individual, entity or website is somehow affiliated with FT Virtual Tours or any of FT Virtual Tour"s web sites; or
 - g. User Content that is threatening, hateful, racially or ethnically offensive, or that depicts nudity, pornography or graphic or gratuitous violence, or anything else that we, in our sole discretion, may consider offensive.
2. FT Virtual Tours does not pre-screen, review, edit or approve any User Content. FT Virtual Tours may, in its sole discretion, remove or disable access to any User Content.
3. "User Content" means any photos, text, link, audio, video, designs, ads and anything else that you Post on or through the FT Virtual Tours service.
4. "Post" means to upload, post, transmit, share, store, link to or otherwise make available on or through the FT Virtual Tours service.

H. Frames / Floor Plans

1. Consumers and third parties may not under any circumstance use technology to display the content of FT Virtual Tours web sites in a frame or in any other manner that is different from how it would appear if a user typed the URL into the browser line. The link must result in a new, fully functional, browser window occupied solely by the pages created by the FT Virtual Tours website.
2. Floor plans are for illustration purposes only and have been drawn to show an artistic representation to potential buyers to help them see what a property looks like. Floor plans are in no way being drawn to infringe upon the rights of the original architect. Since it is impossible to tell what copyrights might exist on a property it is the responsibility of the agent to assure that the proper copyright credit is given to the architect if the agent deems that this is necessary. Customer hereby absolves FT Virtual Tours and accepts responsibility for any copyright infringement enforcement if such enforcement occurs.
3. As an illustration the floor plans are not guaranteed to be accurate as to dimension or actual layouts. FT Virtual Tours accepts no liability as to the accuracy of these floor plans. If for any reason litigation arises that causes purchaser of these floor plans to bring litigation against or FT Virtual Tours, it is hereby agreed that the maximum damages that could be awarded to those utilizing the floor plans in any way would be a total amount not greater than the amount paid to FT Virtual Tours. FT Virtual Tours does not verify the accuracy of these floor plans. Accuracy is to be verified by the Agent.

I. Liability and Warranty Disclaimer

1. FT Virtual Tours makes no representations about the suitability of the data or graphics published on this site. The listing information is deemed reliable, but not guaranteed. Everything on this site is provided "As Is" without warranty of any kind including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. **Neither FT Virtual Tours nor any of its suppliers shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to or use of this site of the FT Virtual Tours service.**
2. FT Virtual Tours, is also not responsible for damages, delays or failures in performance resulting from acts or occurrences beyond our reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised.

J. Revisions

FT Virtual Tours may at any time revise these Terms of Use by updating this posting. All users of this site are bound by these conditions and should therefore periodically visit this page to review any changes to these requirements.