#### **Terms of Use - Disclaimer**

By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term "CaptureXperts.com" or "us" or "we" or "our" refers to National Real Estate Supply Inc. O/A CaptureXperts.com, the owner of the website. The term "visitor" or "visitors" refers to the viewer or viewers of our Website. The term "advertiser" refers to the real estate agency, real estate salesperson and/or private homes salesperson.

### **Acceptance of Agreement**

The visitors and advertisers are agreeing to the terms and conditions outlined in the Terms of Use Agreement ("Agreement") with respect to our website ("Site"). This agreement constitutes the entire and only agreement between us and the visitors and the advertisers, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and subject matter of this Agreement. We may amend this Agreement at any time from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

# Copyright

The content, organization, graphics, photographs and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying redistribution, use or publication by the advertisers or visitors of any such matters or any part of the Site, except as allowed by the "Limited Use Of

Content" Section below, is strictly prohibited. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. Some of the content on the site is copyrighted work of third parties.

#### **Limited Use of Content**

The advertiser can use the content and photographs. The advertiser can use the content and photographs to advertise in print or on the Internet or other available mediums. The advertiser does not require written or verbal permission to use the content and photographs.

Other parties cannot use the content and photographs without written or verbal consent from the advertiser and CaptureXperts.com. Another party without consent cannot use a virtual tour and the contents and photographs. This is a direct violation of the proprietary rights in the Agreement. A new virtual tour must be created if the advertiser and CaptureXperts.com do not give consent.

#### **Reliability of Information**

All information displayed on the Site is believed to be accurate but is not guaranteed and should be independently verified. No warranties or representations are made of any kind. The advertiser has full control on what information and photographs are displayed on the virtual tours contracted by the same advertiser. Upon request information and photographs can be altered or removed within a reasonable time period. CaptureXperts.com is not responsible for the contents in the photographs. If some of the contents are unsuitable it is the responsibility of the advertiser to request to have them removed. Virtual tours advertised on the site may have been sold conditionally or sold outright. Virtual tours have an automatic expiry date that can be altered to coincide with the length of the listing. It is the advertiser's

responsibility to remove a virtual tour when a listing is not active. Advertisers can remove a virtual tour using the control panel or by contacting a CaptureXperts.com representative. If a virtual tour is cancelled or removed it can be reactivated at any time by contacting your CaptureXperts.com representative or with the control panel.

Floorplans are artist's representations and are not to scale. Some alterations may have been made. CaptureXperts.com does not guarantee that the photographs represent the current state of the subject of the photographs. Changes to rooms or seasons may have occurred which make the photographs not current.

CaptureXperts.com does not guarantee information found on third party links off of the site and the content of third party links is the responsibility of the advertiser. Upon request third party links can be removed within a reasonable time period.

# **Adhering to Real Estate Bylaws**

All content and virtual tours are to follow the bylaws of all governing real estate associations and boards. If these requirements are not met it is the realtor's responsibility to contact a CaptureXperts.com representative to adhere to the bylaws.

Virtual tours advertising private home sales may be posted on the site but the private home sales are clearing marked as private.

If the virtual tour is completed before the legal commencement date it is the responsibly of the realtor or private salesperson to clarify the correct start date.

#### **Location of The Advertisement**

CaptureXperts.com stores all virtual tours and content on the site. Third party websites can link up to individual links and content on the site at the discretion of the advertiser. CaptureXperts.com will actively advertise virtual tours on the site unless directed by the advertiser. A virtual tour can be linked with any website that is legally allowed and approved by the advertiser.

## **Privacy**

Personal information, such as your name, postal and e-mail address or telephone number is private and confidential and will not be sold or provided to any third party. The site includes a technology called "cookies" which gathers information about the visitors to the website. Names, emails or any contact information will never be gathered during this process but the visitors IP address will be gathered. Information regarding the visitor's activities may be sorted to provide data and usage of the site. This information will be kept confidential. This privacy policy does not apply to third party links.