

USER AGREEMENT AND DISCLAIMER

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING Arizona Imaging & 360 Tours, LLC

Access to and use of this site and doing business are subject to the following terms and conditions and all applicable laws. Please review these terms and conditions on a periodic basis, as they are subject to modification, alteration, or update at any time and at the sole discretion of Arizona Imaging & 360° Tours, LLC also called AZ Imaging. If you do not agree to any term or condition, you should not use this site or AZ Imaging.

I. COPYRIGHT NOTICE

This World Wide Web site and all of its content, including but not limited to the text and images used herein and their arrangement, is copyright ©1999 – Arizona Imaging & 360 Tours, LLC

II. TRADEMARKS NOTICE

Arizona Imaging & 360 Tours, LLC and Visual Content Solutions are names, businesses, and products referenced herein are trademarks or registered trademarks. All other products and company names referenced herein, if any, may be the trademarks of their respective owners. Arizona Imaging & 360 Tours, LLC does not authorize the use of any trade name, trademark, registered trademark, logo, or any copyrighted material referenced herein for any purpose whatsoever, including non-commercial applications.

III. LIMITATION OF LIABILITY

AZ Imaging is not responsible for any infections, contaminations, delay in operation or transmission, line failure, errors, omissions, interruptions, or defects arising out of your use of this site, Tours or Photographs with respect to the material provided and/or contained on this site or servers.

In no event shall AZ Imaging be liable for any special, direct, indirect, incidental, or consequential damages, or any other damages of any kind, resulting from whatever cause, including but not limited to loss of use, loss profits, or loss of data, whether in an action under theories of contract, negligence, strict liability, or otherwise, arising out of or in any way in connection with the use of or inability to use the information or materials on, or accessed through, the AZ Imaging Web Site.

Notwithstanding the above, in no event shall AZ Imaging have total liability to you for any and all claims, damages, losses, and causes of action exceed the amounts paid to AZ Imaging by you in connection with the transaction claimed by you to give rise to your claim.

IV. JURISDICTION AND CHOICE-OF-LAW

AZ Imaging operates this Web Site from its offices located in Scottsdale, Arizona, in the United States of America. AZ Imaging makes no representations that the materials in this site are appropriate or available for use in other locations. Those who choose to access this Web Site from other locations do so at their own risk and are responsible for compliance with any and all local laws, if and to the extent local laws are applicable.

This agreement, and any dispute, which arises from and out of this Web Site, shall be construed with the laws of the state of Arizona. Any legal action regarding this agreement or this Web Site shall be brought only in either the State or Federal Courts located within the City of Scottsdale, Arizona and by using this site you consent to personal jurisdiction within these courts.

USER AGREEMENT AND DISCLAIMER

V. INDEMNITY

Customer shall indemnify, defend, and hold harmless AZ Imaging Imaging, RealBiz360, ISC, their respective suppliers, licensors and affiliates and the respective directors, consultants, officers, employees and agents of the foregoing with respect to any and all claims, suits, liability, demands, damages, costs and expenses, (including, but not limited to reasonable attorneys' fees and litigation expenses), arising out of or as a result of (1) Company's breach of the representations, warranties, obligations, covenants or agreements herein, or (2) any allegation that any Company Materials (a) in any way violate any local, state or federal law; (b) are libelous or defamatory; (c) violate the right of privacy of persons or other state or federal rights; (d) constitute a trade secret; or (e) infringe any copyright, trademark, patent rights, or other intellectual property rights of a third party.

VI. PAYMENT FOR SERVICES

Payment is due upon completion of work, i.e. filming Virtual Tour, Creating Custom Flyer piece and or taking Photographs. Customer can pay by Cash, Check, American Express, Visa, Master Card and Discover. Orders can be placed via; Phone, E-Mail, Fax and in person, in any and all cases customers who use a Credit Card Authorize AZ Imaging to bill/process there Credit Card for any and all completed work, just as if they customer signed the credit card slip. It is agreed between parties that AZ Imaging will process the Credit Card for payment as a "Mail Order" transaction where as it's acknowledge that the customer is not present to sign the receipt. The Customer accepts these conditions as they have received a completed usable product from AZ Imaging. This could be, but not limited to Digital Photographs, URL Links for Virtual Tours, Printed or PDF Flyers and CD-BIZ Cards and or other products created by AZ Imaging at there request.

AZ Imaging has an outstanding Customer Service Record and works diligently to correct or rectify any issues that may arise. We strive to do our personal best each and every time; if you are not satisfied with our work please give us a call.