

Terms of Use

Effective Date:

This Terms of Use Agreement (“**Terms**” or “**TOU**”) shall constitute a binding agreement between you (“**User**” or “**you**”) and Instashowing Company (the “**Company**”, “**us**”, “**we**”, or “**our**”). This TOU governs your use of the Company website or mobile application (collectively, our “**Website**”), and our showing scheduling and management software and services made available via our website and mobile application (the “**Service**”).

THIS TERMS OF USE CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER WHICH MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. PLEASE READ THESE TERMS CAREFULLY.

1. Acceptance of Terms.

By accessing or viewing the Website or using the Service, you: (a) acknowledge that you have read and understood this TOU; (b) accept and agree to be bound by this TOU; and (c) acknowledge that this TOU constitutes a binding contract between the Company and you. The Website and Services are not intended for use by individuals under the age of 18. By using the Website or Service, you represent and warrant that you are at least 18 years of age, or over the age of majority in your jurisdiction and able to enter into this TOU.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OR THE PRIVACY POLICY, YOU MUST LEAVE THE WEBSITE AND CEASE USING THE SERVICE IMMEDIATELY. YOUR FURTHER USE OF THE WEBSITE AND/OR SERVICE WILL CONSTITUTE ACCEPTANCE OF THESE TERMS AND THE PRIVACY POLICY.

2. License and Restrictions.

The Company hereby grants to you a limited, royalty-free, non-transferable, nonexclusive revocable license to access and use the Website, Service, and any information contained on the Website or Service, including without limitation any text, photographs, drawings, graphics, software, codes, audio, video, or other materials (collectively, the “**Content**”) for your own personal or professional purpose to schedule and manage showings of real property.

You understand you are prohibited from:

- decompiling, disassembling, deconstructing, or reverse engineering the Service;
- transmitting, reproducing, modifying, translating, copying, selling, distributing, performing, publishing, hosting, or creating derivatives of the Website, the Content, or Service;
- commercially exploiting or using the Website, Content, and/or Service to create a substantially similar product or service competitive with the Website or Service;
- uploading or distributing via the Website or Service any viruses, Trojan horses, worms, bots, spiders, scrapers, or any other malicious software, program, script, algorithm, methodology, or similar process;
- removing any proprietary notices from the Website, Service, or Content;
- using the Website or Services to send unsolicited bulk or commercial email (“spam”), junk mail, or other unwanted, harassing, or solicitous communications, or taking any action that imposes an unreasonable or disproportionately large load on the Website’s infrastructure;
- uploading, distributing, transmitting, publishing, displaying, or using any Content or other material that may infringe the proprietary or other rights of the Company, its licensors, or any third-party;
- “framing” the Website or Service;

- granting unauthorized access to the Service to any third party;
- using the Website, Content, and/or Service to advertise to buy or sell any good or service; and/or
- using the Website, Content, and/or Service for any unlawful, obscene, defamatory, threatening, harassing, abusive, or otherwise objectionable purpose, as determined in the Company's sole discretion.

3. User Accounts.

To use certain features of the Service, you will be required to register for a user account (a "**User Account**") and provide certain account information. By creating a User Account, you warrant that: (a) all information provided in connection with registering your User Account is truthful and up-to-date, (b) you will notify the Company of any changes to your User Account information, (c) you will maintain the confidentiality of your User Account and will not share your password with anyone, including any persons in your office or household, and (d) you will immediately notify the Company of any suspicious or unauthorized use of your User Account. You are responsible for any activity that occurs on your User Account, regardless of whether such use was authorized by you. Any non-public information accessible only through a User Account shall be kept in strict confidence.

4. User Content

Users of the Service may upload or submit text, data, graphics, images, audio, video, or other content (the "**User Content**"). You are solely responsible for your User Content, including but not limited to any claims, damages, liabilities, or actions that result from your User Content. By uploading or submitting any User Content, you grant the Company a nonexclusive royalty-free worldwide license to incorporate into the Service, publish, reproduce, publicly display and perform, create derivatives of, and sublicense your User Content for the purpose of providing the Service. You hereby waive any moral rights or right of attribution to your User Content. You represent and warrant to the Company that:

- (a) you own your User Content or are authorized to grant the license to the Company in this section;
- (b) your User Content will not infringe the proprietary or contract rights of any third party;
- (c) your User Content does not violate any applicable laws; and
- (d) your User Content does not include any unlawful, harassing, abusive, threatening, obscene, offensive, defamatory, false, or otherwise objectionable material, in the Company's sole discretion.

The Company shall have the right, but not the obligation, to review your User Content and to disable access to, remove, or edit any User Content that violates these Terms or applicable law without notice or liability to you. You may remove or edit your User Content at any time via your User Account.

5. Intellectual Property Rights.

The Company owns all right, title, and interest, including but not limited to all copyright, trademark, servicemark, trade secret, patent, publicity, and other proprietary rights, in and to the Website and Service, including all data, software, programs, codes, processes, and other functionality contained within the Website and Service, and such rights are protected by United States and international intellectual property laws. Content in the Service is owned by the Company or its licensors and cannot be copied, reproduced, altered, or modified without the express consent of the Company and/or our licensors. You acknowledge you only receive a license to use the Website, Content, and Service and do not acquire any interest therein. You agree not to claim any right or interest in the Website, Content, and/or Service, or dispute any of the Company's or our licensors' rights or interests.

The Instashowing name, logo, brands, slogans, and other marks are the trademarks or servicemarks of the Company (collectively, the "**Trademarks**"). You are prohibited from using the Trademarks to advertise your services, suggest that the Company endorses or supports you or your business, or for any other purpose, without the prior written consent of the Company.

You shall retain all ownership rights to your User Content, subject to the rights granted to the Company in these Terms.

6. Fees.

You have the option of using the limited free version of the Service or signing up for a subscription to our premium Service, which includes enhanced features and upgrades (the “**Premium Service**”). To sign up for the Premium Service, you will need to provide a valid payment card number and information about the cardholder. You acknowledge that the Company will automatically charge your payment card the then-current fees in accordance with your billing plan for your use of the Premium Service. Fees are charged in advance. The length of your billing cycle will depend on the plan selected by you. Your subscription to the Premium Service shall automatically renew for additional billing cycles until you cancel. **YOU ACKNOWLEDGE THAT THE COMPANY WILL CONTINUE TO CHARGE THE PREMIUM SERVICE FEES TO YOUR ACCOUNT UNTIL YOUR SUBSCRIPTION IS CANCELLED.**

All payments shall be in U.S. Dollars. Any failure to pay the Premium Service fees as due, including but not limited to any failure due to cancelled payment, expired payment card, or insufficient funds, shall result in the suspension or cancellation of your Premium Service. You are responsible for any transaction fees or charges related to insufficient funds or expired payment card. All fees payable for the Premium Service are exclusive of any applicable sales, use, and other taxes, and you agree to pay any taxes due in connection with your payments to the Company.

You can update your payment card information in your User Account at any time. By updating your payment method, you authorize us to charge the new payment method. We use your payment card information in accordance with our Privacy Policy.

The Company reserves the right to change the Premium Service fees at any time, in its sole discretion, upon thirty (30) days’ prior written notice to you.

All payments of the Premium Service fees are nonrefundable. However, if you cancel your User Account, you will continue to have access to the Premium Service until the end of your current billing period as described in Section 7 below.

We use Stripe to execute online payment transactions for our individual users. If you submit a payment through the Service, you will be bound by Stripe’s user terms and privacy policy, available at <https://stripe.com/>, as updated from time to time. For MLS accounts, we use Bill.com to process payment transactions. Payments made via Bill.com will be bound by Bill.com’s user terms and privacy policy, available at <https://www.Bill.com>, as updated from time to time. We are not liable for any error, inaccuracies, or liabilities related to the processing of your payment. Any questions or concerns related to the processing of your payment should be directed to Stripe or Bill.com.

7. Cancellation of Subscription; Termination.

These Terms shall apply throughout your use of the Service. You may cancel your Premium Service subscription at any time prior to your next billing period by selecting the cancel option in your User Account or notifying us in writing at the contact information in these Terms. If you cancel your Premium Service subscription, your ability to use the features and upgrades of the Premium Service shall terminate at the end of the then-current billing period, as described in Section 6. You may still access your User Account and use the unpaid features of the Service after cancellation of your Premium Service subscription.

Instashowing may suspend, disable, or terminate your use of the Website or Service at any time without notice upon your breach of these Terms or any other Company policy, or your violation of applicable law. If termination is due to any of the foregoing, your access to the Website and Service, including the unpaid features of the Service, may be disabled immediately.

8. Representations.

You represent and warrant:

- your use of the Website and Service will comply with these Terms;
- you will only use the Website and Service in conjunction with your ordinary real estate-related business activities or your personal interest in scheduling a property showing;
- you will comply with all applicable local, state, and federal laws, ordinances, regulations, and orders with respect to your use of the Service and your User Content, including but not limited to fair housing and anti-discrimination laws; and
- all information provided by you in connection with the Service will be true and correct;

9. Third Party Services.

Our Service may incorporate services provided by third parties (each, a “**Third Party Services**”) such as payment processing and marketing services, which may in each case be governed by separate terms. Use of each Third Party Service may require that you accept additional terms of use or user agreement. It is your responsibility to read and comply with the user agreement and privacy policy of any Third Party Service.

If you use a product or service from Third Party Services, the terms of such use are between you and the provider of the Third Party Services. We do not endorse, represent, or warrant the quality, accuracy, validity, or availability of any third-party products, services, or promotions available through Third Party Services and the Company specifically disclaims all liability for any losses or damages resulting from any product, service, or promotion offered by Third Party Services.

10. Disclaimers.

THE WEBSITE, SERVICE, AND CONTENT ARE PROVIDED ON AN “AS IS” “AS AVAILABLE” BASIS. EXCEPT AS OTHERWISE PROVIDED IN OUR SERVICE LEVEL COMMITMENT OR THESE TERMS, NEITHER THE COMPANY NOR ITS AFFILIATES, SUBSIDIARIES, LICENSORS, OR AGENTS MAKE ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AVAILABILITY, OR NON-INFRINGEMENT WITH RESPECT TO THE WEBSITE, SERVICE, AND CONTENT. WE DO NOT WARRANT THAT THE CONTENT OR SERVICE WILL BE ACCURATE, CURRENT, COMPLETE, OR ERROR-FREE, OR THAT THE TRANSMISSION TO OR FROM THE WEBSITE WILL BE UNINTERRUPTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, INCLUDING ALL CONTENT OR DATA DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SERVICE, IS AT YOUR SOLE RISK.

THE SERVICE INTEGRATES CONTENT AND USER CONTENT SUPPLIED BY THIRD PARTIES. WE DO NOT ENDORSE, GUARANTEE, WARRANT, OR CONTROL SUCH CONTENT.

WE DISCLAIM ANY WARRANTIES OR REPRESENTATIONS THAT USING THE SERVICE WILL RESULT IN A CERTAIN NUMBER OF SHOWINGS OR A PARTICULAR RESULT.

11. Limitation of Liability.

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AFFILIATES, EMPLOYEES, LICENSORS, OR DATA PROVIDERS BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES) UNDER ANY THEORY, INCLUDING BUT NOT

LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, (B) THE USE OF YOUR USER CONTENT BY OTHER USERS, OR (C) THE USE OF OR INABILITY TO USE THE SERVICE OR ANY MATERIALS, DATA, OR CONTENT AVAILABLE THROUGH THE SERVICE.

WE DO NOT INDEPENDENTLY VERIFY THE IDENTITY, QUALIFICATIONS, OR BACKGROUND OF ANY USER. WE DISCLAIM ANY LIABILITY FOR THE ACTIONS, INACTION, OR DECISIONS OF ANY USER OR CONSUMER, INCLUDING BUT NOT LIMITED TO ANY USER'S NONCOMPLIANCE WITH ANY FAIR HOUSING, PRIVACY, DATA SECURITY, OR OTHER APPLICABLE LAW, OR ANY CLAIMS OR LIABILITY RELATED TO ANY USER CONTENT.

SOME CONTENT PROVIDED VIA THE SERVICE IS PROVIDED BY OUR LICENSORS, AND OUR USE AND DISPLAY OF SUCH CONTENT MAY BE SUBJECT TO THE ONGOING CONSENT OR LICENSE FROM OUR LICENSORS. WE ARE NOT LIABLE TO YOU FOR ANY CONTENT THAT IS REMOVED FROM THE SERVICE OR DISABLED.

YOU FURTHER AGREE THAT IF FOR ANY REASON ANY OF THE FOREGOING LIMITATIONS OF LIABILITY IS HELD TO BE UNENFORCEABLE FOR ANY REASON, THEN THE COMPANY'S MAXIMUM AGGREGATE, CUMULATIVE LIABILITY TO YOU IS THE AMOUNT PAID BY YOU TO THE COMPANY FOR USE OF THE SERVICE THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Some jurisdictions do not allow the exclusion or limitation of liability so the above limitations may not apply to you.

12. Indemnification.

You agree to indemnify, defend, and hold harmless the Company and its officers, directors, shareholders, employees, contractors, agents, affiliates, licensors, and suppliers from any and all claims, liability, damages, expenses and/or costs (including, but not limited to, attorneys' fees) arising from: (a) your use of the Website, Content, and/or Service; (b) your breach of these Terms; (c) sharing your password or granting unauthorized access to your User Account; (d) your User Content, including without limitation any claim that your User Content infringes or violates a third party's intellectual property or other rights; or (e) your violation or non-compliance with any law or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our prior written consent.

13. Arbitration; Class Action Waiver.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND THE COMPANY ARISING OUT OF OR RELATING TO THIS TOU, YOUR USE OF THE WEBSITE OR SERVICE, OR YOUR RIGHTS OF PRIVACY WILL BE RESOLVED BY BINDING ARBITRATION. Arbitration shall be conducted by the American Arbitration Association in conjunction with its Consumer Arbitration Rules. **You hereby expressly waive your right to file a lawsuit or have a trial by jury.** Arbitration shall be conducted in Deschutes County, Oregon by a single arbitrator. **Any cause of action you may have under this TOU must be commenced within one (1) year after the claim or cause of action arises.** Each of us shall be responsible for the costs of our own legal counsel at the arbitration.

Class Action Waiver

By accessing and using the Website and/or Service, you agree any claims you bring against the Company will be conducted only on an individual basis and not as part of a class, consolidated, or representative action. You hereby waive your right to participate in a class-action lawsuit or class-wide arbitration for any claims covered by this agreement to arbitrate.

If a court rules that this class action waiver is void or unenforceable for any reason, or that an arbitration can proceed as a class action, then the arbitration provision set forth above shall be deemed null and void in its entirety and the dispute shall be brought in the federal or state courts in Deschutes County, Oregon. YOU UNDERSTAND THAT IN THE ABSENCE OF THIS SECTION, YOU WOULD HAVE HAD A RIGHT

TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. YOU EXPRESSLY AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Small Claims Court

This section does not preclude you from resolving any disputes that meet the jurisdictional requirements for small claims court in such court.

Nothing in this section shall limit the Company's right to seek injunctive relief.

14. No Professional Advice.

You acknowledge and understand the Website and Service are provided for information purposes only and do not constitute legal, accounting, tax, employment, real estate, or other professional advice. You should engage the services of qualified professionals prior to making any decisions based on the Website and/or Service.

15. Digital Millennium Copyright Act.

(a) The Company respects the intellectual property rights of others. We comply with the applicable provisions of the Digital Millennium Copyright Act (17 U.S.C. § 512, as amended). It is our policy to respond expeditiously to any notice that any content posted on our website infringes the copyright rights of others. All claims of copyright infringement will be investigated and appropriate action will be taken, including but not limited to removal of the infringing content and termination of user access, if applicable. If you believe any information posted on our Website or contained in the Service violates your copyright rights, send a notice to our Designated Agent at the address provided below.

(b) Takedown Notices. Any notice alleging that materials hosted by or distributed through the Website or the Service infringe copyright rights must include the following information: (i) an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright; (ii) a description of the material that you claim is infringing and where it is located on the Service; (iv) your address, telephone number, and email address; (v) a statement that you have a good faith belief that use of the content on the Website in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner, or are authorized to act on behalf of the owner of the copyright that is allegedly infringed.

Please note that you may be liable for damages if you file a false Takedown Notice. You are encouraged to consult with an attorney before sending a Takedown Notice.

If we remove or disable content or access to content in response to a Takedown Notice, we will make a good faith attempt to contact the provider of the alleged infringing content so that they may make a counter notification. We may keep a record of Takedown Notices provided by you and any subsequent action taken.

(c) Counter Notices. If material that you have posted to the Website has been removed or disabled, you may file a counter notice. To be effective, the counter notice must be a written communication sent to the designated agent address listed below that includes the following: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iv) your name, address, and telephone number; and (v) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located or, if your address is outside of the United States,

for the jurisdiction of the federal court located in Deschutes County, Oregon, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

(d) Repeat Infringers. It is our policy to terminate accounts of repeat infringers in appropriate circumstances.

(e) Designated Agent. Notices described above should be send to our Designated Agent at:

Mail: Instashowing Company
2158 NW Toussaint Drive
Bend, OR 97703

Email: support@instashowing.com

16. Accessibility.

The Company is committed to making the Website and Service accessible for all to use. We have taken steps and regularly assess the Website and Service to achieve compliance with generally recognized and accepted standards for accessibility. Should you experience difficulty in accessing any portion of the Website and/or Service, please contact us at support@instashowing.com.

17. Notices.

Any notices shall be sent by certified mail or other reliable service to the Company at:

Mail: Instashowing Company
2158 NW Toussaint Drive
Bend, OR 97703

Email: support@instashowing.com

or to you at the address or e-mail address you provided to the Company when creating your User Account or during your use of the Website and/or Service, or such other address as either of us may specify in writing. Notice shall be effective three (3) days after it is submitted to the postal service when sent by certified mail, upon delivery when sent by reputable courier, or one (1) business day after email transmission.

18. Privacy.

Our use of any information you may provide to us through the Website or Service is described in our [Privacy Policy](#), incorporated into these Terms by reference. You should read our Privacy Policy before you use the Website or Service.

19. Modifications.

These Terms may be modified by us at any time. We will notify you of modifications to these Terms by posting the new Terms here with the new effective date above. It is your responsibility to regularly review these Terms for any modifications. Your access to or use of the Website and/or Service after any modification of these Terms shall constitute your acceptance and agreement with such modification. If you do not agree with the modification, you must immediately stop using the Website and Service.

We may modify, alter, remove, suspend, disable, or discontinue portions of the Website and/or Service at any time, including, but not limited to, Content, services or products offered, database, hours of availability, and equipment needed for access or use without notice or obligation to you.

20. Reservation of Rights.

All rights not expressly granted in these Terms are reserved by the Company.

21. Governing Law.

These Terms shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule.

22. Miscellaneous.

Waiver by the Company of any breach of any provision of these Terms by you shall not operate or be construed as a waiver of any subsequent or other breach by you. The Company may assign its rights under these Terms in connection with a merger, consolidation, acquisition, or reorganization at any time without prior notice to you. You are prohibited from assigning your rights under these Terms without the prior written consent of the Company, which may be withheld in the Company's sole discretion. You acknowledge that nothing in these Terms or in the relationship created in these Terms shall be construed as a joint venture, partnership, employment, third-party beneficiary, or principal/agent relationship. In the event any term or provision of these Terms is found to be invalid or unenforceable, such term shall be severed and the remainder of these Terms shall continue in full force and effect. These Terms may only be modified by the Company in writing.

23. Electronic Signature.

You acknowledge and understand that the affirmative act of using the Website or Service or clicking to accept these Terms constitutes your electronic signature to these Terms, and such electronic signature creates a legally binding agreement. You acknowledge other legal documents available through the Website and/or Service may be executed electronically and you consent to providing said electronic signature and agree to be bound by the terms and conditions of such documents.

27. Contact Us

If you have any questions regarding these Terms of Use, contact us at:

Mail: Instashowing Company
2158 NW Toussaint Drive
Bend, OR 97703

Email: support@instashowing.com