

## Terms and Conditions

Welcome to Walkthrough!

These Terms and Conditions and all applicable documents referenced in these Terms and Conditions (collectively, the “**Agreement**”) govern all users’ access to and use of this website, currently located at [www.getawalkthrough.clickfunnels.com](http://www.getawalkthrough.clickfunnels.com) and/or [www.getawalkthrough.com](http://www.getawalkthrough.com) (the “**Walkthrough Site**,” which shall include any successor site designated by Walkthrough, LLC), regardless of whether the user is visiting or registering, purchasing products and services or making any other use of the Walkthrough Site. The Walkthrough Site is made available by Walkthrough, LLC (“**Walkthrough**”) as part of Walkthrough’s online services that allow users to purchase real estate photography, virtual reality tours, social media shoutouts, MLS upload automation and other services that facilitate the sale of listed property (collectively, the “**Walkthrough Services**”). This Agreement constitutes a binding legal agreement between the individual or entity that accesses or uses the Walkthrough Site or the Walkthrough Walkthrough Services (the “**User**”) and Walkthrough.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WALKTHROUGH SITE OR THE WALKTHROUGH SERVICES, OR ANY PORTION OF EITHER. BY CLICKING ON "I AGREE" OR BY ACCESSING OR USING THE WALKTHROUGH SITE OR WALKTHROUGH SERVICES, OR ANY PORTION OF EITHER, YOU, ON BEHALF OF THE USER, ACKNOWLEDGE AND CONFIRM THAT: (A) YOU HAVE FULL AUTHORITY FROM THE USER TO BIND THE USER TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (B) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (C) USER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (D) USER ACKNOWLEDGES THAT THIS AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN USER AND WALKTHROUGH. IF YOU OR THE USER WHOM YOU ARE REPRESENTING ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, THEN YOU MUST NOT SELECT THE 'I AGREE' BUTTON ASSOCIATED WITH THIS AGREEMENT AND YOU MUST NOT ACCESS OR USE THE WALKTHROUGH SITE OR THE WALKTHROUGH SERVICES, OR ANY PORTION OF EITHER; WALKTHROUGH DOES NOT AND WILL NOT GRANT THE USER ANY RIGHT OR LICENSE TO ACCESS OR USE THE WALKTHROUGH SITE OR WALKTHROUGH SERVICES OR ANY PORTION OF EITHER.

Please note that this Agreement is subject to change by Walkthrough at any time, effective upon posting notice on the Walkthrough Site, and User’s use of the Walkthrough Site or Walkthrough Service after such posting will constitute acceptance by User of this Agreement as modified by such changes. Last Modified: **September 24, 2018**.

**1. Eligibility.** User must be at least eighteen (18) years of age to (a) access or use the Walkthrough Site, (b) register on the Walkthrough Site or (c) use any Walkthrough Services (each of subsections 1(a)–(c) above may hereafter be referred to, individually or collectively, as “**Using Walkthrough**”). By Using Walkthrough, User hereby represents and warrants that User

has the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

## **2. Acceptance of Agreement.**

**2.1** User acknowledges and agrees that this Agreement is an electronic contract that sets out the legally binding terms of User's Using Walkthrough. This Agreement includes Walkthrough's Privacy Policy and any notices regarding the Walkthrough Site. By Using Walkthrough, User hereby accepts this Agreement and agrees to the terms, conditions and notices contained or referenced herein.

**2.2** By Using Walkthrough, User consents to have this Agreement provided to User in electronic form. User may also request a non-electronic copy of this Agreement, either before or after User electronically signs the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to [pascal@getaWalkthrough.com](mailto:pascal@getaWalkthrough.com) or a letter and self-addressed stamped envelope to: PO Box 1960 PMB 17346 Wilmington, DE 19899.

**2.3** The information communicated on this Walkthrough Site constitutes an electronic communication. User agrees that Walkthrough may communicate electronically and that such communications, as well as notices, disclosures, agreements, and other communications that Walkthrough provides to User electronically, including without limitation by posting on the Walkthrough Site or by email at the address designated by User, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by Walkthrough. Notices and communications to Walkthrough must be sent to Walkthrough at: PO Box 1960 PMB 17346 Wilmington, DE 19899.

**2.4** User agrees that User shall at all times comply with all applicable laws and regulations related to Using Walkthrough.

## **3. Registration.**

**3.1** In order for User to receive any Walkthrough Services, User must register through the Walkthrough Site via the online registration process therein. During the registration process, User shall provide Walkthrough with accurate and complete contact information. User also agrees to promptly notify Walkthrough if any of this information changes.

**3.2** User agrees to select a password upon registration. User agrees to notify Walkthrough immediately in the event that User thinks this password is or has been obtained or used by any unauthorized person or entity. In addition, User agrees to notify Walkthrough immediately if User become aware of any other breach or attempted breach of the security of the Walkthrough Site or Walkthrough Services.

**3.3** User is responsible for maintaining the confidentiality of the username and password that User designates during the registration process, and User is fully responsible for all activities that occur under User's username and password, including without limitation any use by any unauthorized third party. User agrees to (a) immediately notify Walkthrough of any

unauthorized use of User's username or password or any other breach of security of which User becomes aware, and (b) ensure that User exits from User's account at the end of each session. Walkthrough will not be liable for any loss or damage arising from User's failure to comply with this provision. User should use particular caution when accessing User's account from a public or shared computer so that others are not able to view or record User's password or other personal information.

#### **4. Specific Walkthrough Services and Products Offered on the Walkthrough Site.**

**4.1** Walkthrough offers a "Base Package" in addition to a variety of "Enhancements". For a complete list of Package contents as well as 'Enhancements' services, please visit [www.GetAWalkthrough.com](http://www.GetAWalkthrough.com).

**4.2** The Walkthrough Services that are available for purchase are described on the Walkthrough Site, and might include, without limitation, providing real estate photography of the designated real estate (the "**Listed Property**"), producing virtual tours of the Listed Property, staging the Listed Property, providing home inspection reports of the Listed Property, cleaning the Listed Property and possible other services. Walkthrough reserves the right to use third parties for the completion of any or all of the Walkthrough Services provided within its list of Walkthrough Services.

**4.3** User understands and agrees that (a) Walkthrough is and will remain the owner of all Deliverables, including Photos, Tours, Home Inspection Reports, Social Media Content, Listing Data and Other Materials, (b) Walkthrough may take more or less than the specified number of Photos in each package, dependent upon the unique situation of the specific Listed Property and (c) as part of the Walkthrough Services for User, Walkthrough may use Photos, Tours, Home Inspection Reports, Social Media Content, Listing Data and Other Materials, each as related to the Listed Property, that Walkthrough already possesses at the time User orders the Walkthrough Services.

**4.4** For purposes of this Agreement, the following initially capitalized terms have the following meanings:

**(a)** "**Deliverable**" means each Photo, Tour, Home Inspection Report, Social Media Content, Listing Data and any Other Material, in each case regardless of whether in digital or other format, that is delivered, provided or otherwise made available to User in connection with the Walkthrough Services.

**(b)** "**Photo**" means each photograph related to the Listed Property that is a Deliverable;

**(c)** "**Tour**" means the virtual tour images related to the Listed Property that are a Deliverable;

**(d)** "**Home Inspection Report**" means any home inspection report and any related materials related to the Listed Property that is a Deliverable;

(e) “**Social Media Content**” means any text, images, videos, design and related content related to the Listed Property that is a Deliverable;

(f) “**Listing Data**” means any data and other information that is intended for use in listing the Listed Property and is a Deliverable; and

(g) “**Other Material**” means any other data, information, content, images, videos, sounds and other materials related to the Listed Property and provided as a Deliverable.

## **5. Scheduling Walkthrough Services.**

**5.1** In the process of placing an order for certain Walkthrough Services, User will schedule times for the relevant Walkthrough Services. For example, User may (as applicable) schedule times when (a) a photographer may take the Photos, (b) a videographer may make Tours or (c) a home inspector may make a Home Inspection Report.

**5.2** User acknowledges that Walkthrough is not liable in any way if Walkthrough cannot get in touch with User in the event that User provided inaccurate contact information during the registration process or if User is unavailable.

**5.3** With respect to Photos and Tours, if neither agent nor homeowner is present at the time the Walkthrough Services are scheduled to be provided at the Listed Property, and neither the agent nor homeowner has made prior requests related to shot selection, all shots taken will be at the discretion of the photographer or videographer, as applicable. User understands and agrees that it is always the homeowner’s and/or agent’s responsibility to prepare the property for the Photo shoot and/or Tour, and Walkthrough is not responsible for homes that are not in ‘show-quality’ condition at the time of the Photo shoot or Tour. Walkthrough shoots all Photos and produces all Tours of the property in “as-is” condition.

**5.4** Unless access to the property is otherwise arranged, the agent or homeowner must be present at the time of the Photo shoots, the Tours, home inspector visits, cleaning service and any other services that require access to the Listed Property. Walkthrough is not responsible for inaccessible properties and reserves the right to charge cancellation, reschedule, reshoot, or travel fees as a result of property inaccessibility.

## **6. Distribution of Walkthrough Services and Products.**

**6.1** After the relevant Walkthrough Services are completed, the applicable Deliverable (if any) will be uploaded to the Walkthrough Site. An email containing a link to the Deliverable will be sent to the User’s contact on file with Walkthrough. Walkthrough is not responsible for emails not received by User but will attempt to rectify this situation by sending emails to the appropriate party once notified that the initial email was not received.

**6.2** No refunds will be given in the event that the Listed Property sells between the time the Walkthrough Services are performed (e.g, Photos or images for the Tours are taken, or

home inspection is made) and the time applicable Deliverable is distributed to the agent and/or property owner.

## **7. Internet Distribution and Display.**

**7.1** User understands and agrees that any Deliverable or portion thereof, including without limitation any Photos or Tours, displayed on the Walkthrough Site, or any other site designated by Walkthrough, are the property of Walkthrough. User receives a limited license to the Deliverables, as set forth in the "Ownership; License Rights" section below.

**7.2** User understands and agrees that (a) certain Deliverables, including without limitation Photos or Tours, may be uploaded to the Walkthrough Site or any other site designated by Walkthrough and may be available for public viewing and (b) in the event that an agent or homeowner's contact information is attached to or part of the Deliverable, such information may be displayed online for public viewing.

**7.3** Walkthrough reserves the right to send User's property information, Photos and Tours to other real estate websites and portals in order to generate more exposure for User's listings. If User does not wish for such distribution, User must request that Walkthrough not send User's listing data to any third parties.

**8. Customer Service.** Walkthrough provides assistance and guidance through its User Services Representatives. When communicating with our User Services Representatives, User may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If Walkthrough feels that User's behavior towards any of Walkthrough's User Services Representatives or other employees is at any time threatening or offensive, then such behavior will be deemed a breach of this Agreement and Walkthrough reserves the right to immediately terminate User's registration and this Agreement.

## **9. Payment.**

**9.1** A valid credit card must be received at the time of order. If a valid form of payment is not received when the Walkthrough Services are ordered on the Walkthrough Site, service will not be performed, until and unless terms have been agreed to and extended by contract prior to the time of order.

**9.2** Walkthrough will bill User's credit card upon User's ordering the Walkthrough Services for the Walkthrough Services ordered. After the Walkthrough Services are completed, User's credit card may be charged again if User has incurred additional fees due to circumstances including but not limited to cancellation, reshoots, travel fees, 'no show' fees and/or upgrades to User's chosen services elected after the initial order was placed.

**9.3** Prices listed on the Walkthrough Site are for residential properties only. Commercial properties are subject to different pricing. Contact Walkthrough for more information. Pricing for Walkthrough Services are subject to change at any time.

**9.4** In the event that Walkthrough must pursue legal action in order to collect on balances due, User agrees to reimburse Walkthrough for all expenses incurred to recover any and all sums due, including but not limited to all attorney's fees and other expenses.

**9.5** Walkthrough bills User through an online account (User's "**Billing Account**") for use of the Walkthrough Service. User agree to pay Walkthrough all charges at the prices then in effect for any use of the Walkthrough Service by User or other persons (including User's agents) using User's Billing Account, and User authorize Walkthrough to charge User's chosen payment provider (User's "**Payment Method**") for the Walkthrough Service. User agrees to make payment using that selected Payment Method. Walkthrough reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

**9.6** The terms of User's payment will be based on User's Payment Method and may be determined by agreements between User and the financial institution, credit card issuer or other provider of User's chosen Payment Method (the "**Payment Method Provider**"). If Walkthrough does not receive payment from User's Payment Method Provider, then User agrees to pay all amounts due on User's Billing Account upon demand.

**9.7** Walkthrough offers Users the ability to keep credit card information on file with Walkthrough. This service is provided to Users for no other reason than User's convenience. Walkthrough will not under any circumstances bill your credit card for charges that you do not authorize; however, by keeping your credit card on file with Walkthrough by providing such information at Walkthrough.com, you grant Walkthrough the right to bill your credit card directly for Walkthrough Services that you ask Walkthrough to perform. Walkthrough uses industry standard practices designed to keep User's information secure. Walkthrough is not responsible, however, for malicious attacks or theft that result in credit card information being transferred to another party without the consent of Walkthrough, unless such illegal acts shall occur as a result of negligence by Walkthrough.

## **10. Additional Fees.**

**10.1** Walkthrough reserves the right to charge additional fees due to cancellations, rescheduling, travel time and reshoots.

**10.2** Cancellations or rescheduling will be honored for a full refund up to 5:00 p.m. MST the day prior to the scheduled shoot. Any cancellations due to weather except for extreme circumstances, at the discretion of Walkthrough, may result in a cancellation/rescheduling fee.

**10.3** Once a Listed Property has been photographed, videographed, inspected, cleaned or otherwise been the subject of the applicable Walkthrough Services, cancellations/reschedulings will not result in a refund.

**10.4** Travel fees may be charged if the Listed Properties are outside of Walkthrough's Service Area. Please See the Walkthrough Service Area map found at [GetAWalkthrough.com](http://GetAWalkthrough.com) for

detailed maps of our Walkthrough Service Area. In the event that a travel fee is charged, the fee will be disclosed to User no later than when the applicable Walkthrough Service is scheduled.

## **11. Ownership; License Rights.**

**11.1** Subject to the limited license set forth in Section 11.3 below, User acknowledges and agrees that Walkthrough is and shall remain the sole and exclusive owner of all right, title and interest in and to the Deliverables and all portions thereof, including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights worldwide (“**Intellectual Property Rights**”) embodied therein. As such, Walkthrough reserves all rights of ownership in and to the Deliverables, including without limitation the Photos and Tours, and the rights to copy, modify, distribute, publish, transmit, perform, display and sell of any and all Deliverables or portions thereof in Walkthrough’s sole and absolute discretion.

**11.2** As between Walkthrough and User, Walkthrough is and shall remain the sole and exclusive owner of all right, title and interest in and to the Walkthrough Site and the Walkthrough Services and all portions thereof, including without limitation all Intellectual Property Rights embodied therein. User acknowledges and agrees that the content on the Walkthrough Site (collectively, the “**Walkthrough Content**”) constitutes proprietary materials of Walkthrough and its licensors protected by Intellectual Property Rights. With the sole exception of materials for which User has received express written permission from Walkthrough, User may not copy, modify, distribute, publish, transmit, perform, display or sell any such Walkthrough Content.

**11.3** Upon purchasing and paying in full for the Walkthrough Services, and subject to the restrictions set forth herein, User is granted a limited, personal, non-exclusive, non-transferable, revocable license to copy, modify, distribute, publish, transmit, perform, and display the Deliverables solely in connection with User’s activities to sell the Listed Property (the “**User License**”). The term of the User License shall commence upon User’s payment in full for the Walkthrough Service being purchased and, unless earlier terminated as set forth herein, shall continue until the sooner of (a) the date on which the Listed Property sells or (b) the date on which the Listed Property, once listed, is no longer listed.

**11.4** Any use of the Walkthrough Services and/or the Deliverables (including without limitation the Photos and/or the Tours) not expressly permitted in this Agreement is prohibited. User shall not, and User shall not permit, assist or encourage any third party to: (a) reproduce, allow use of or access to the Walkthrough Services or sell, rent, lease, use for service bureau use, sublicense or otherwise transfer or distribute the Walkthrough Services, in whole or in part, to any third parties; (b) modify, translate, reverse engineer, decompile, or disassemble the Walkthrough Services or otherwise attempt to derive the source code for the Walkthrough Services; (c) merge the Walkthrough Services with other software; (d) copy, modify, adapt, alter, translate, enhance or otherwise modify or create derivative works of or from the Walkthrough Services; (e) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Walkthrough Services or any Deliverable; (f) use the Walkthrough Services to develop any application or program having the same primary function as the Walkthrough Services or exercise any rights in or to Deliverable except as expressly permitted under Section

11.3 above; (g) use, upload, post or transmit via or in connection with the Walkthrough Services any unlawful, threatening, abusive, false, libelous, defamatory, obscene, pornographic, profane, or otherwise infringing or objectionable information or content of any kind, including, without limitation, any use or transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, including violations of any Intellectual Property Rights, privacy rights or any other rights of a third party; (h) post or transmit into or via the Walkthrough Services any information, software, material or other content that is subject to an Open Source License or that contains a virus, cancelbot, Trojan horse, worm or other harmful components; or (i) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which User does not have authorization to access or at a level exceeding User's authorization.

## **12. Term.**

**12.1** As soon as User begins Using Walkthrough, this Agreement shall automatically be in full force and effect and shall remain in full force and effect until either Walkthrough or User terminates this Agreement.

**12.2** User may terminate this Agreement, including User's registration, at any time for any reason by: (a) following the instructions in User's account settings; (b) sending written notice of termination to Walkthrough Termination, PO Box 1960 PMB 17346 Wilmington, DE 19899; or (c) emailing notice of termination to [pascal@getaWalkthrough.com](mailto:pascal@getaWalkthrough.com). User acknowledges that, if User begins Using Walkthrough in any manner after termination, then this Agreement (in its then-current form) will be in full force and effect again.

**12.3** Walkthrough may terminate this Agreement at any time upon User's breach of any term or condition of this Agreement.

**12.4** All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination, including without limitation Sections 11.1, 11.2 11.4 (Ownership; License), 13 (Privacy Policy), 14 (Links), 15 (Disclaimers, Limitations on Liability), 16 (Indemnity by User), 19 (Jurisdiction and Choice of Law), 20 (No Third Party Beneficiaries) and 21 (General).

**13. Privacy Policy.** Walkthrough values User's privacy. Please review the Privacy Policy at [getaWalkthrough.com/privacypolicy](http://getaWalkthrough.com/privacypolicy) which describes Walkthrough's privacy practices in detail, including the kind of information Walkthrough collects, how Walkthrough uses the information collected, and how Walkthrough protects User's information.

**14. Links.** The Walkthrough Site might contain, or third parties might provide, links to other World Wide Web sites or resources. Because Walkthrough has no control over such sites and resources, User acknowledges and agrees that Walkthrough is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. User further acknowledges and agrees that Walkthrough shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in

connection with the use of, or reliance upon, any such content, goods or services available on or through any such site or resource.

## **15. Disclaimers; Limitations on Liability.**

**15.1** Walkthrough is not responsible for any incorrect or inaccurate Walkthrough Content posted on the Walkthrough Site or in connection with the Walkthrough Service, whether caused by employees or other personnel of Walkthrough or the equipment or programming associated with or utilized in the Walkthrough Service.

**15.2** Walkthrough assumes no responsibility, and shall not be liable, for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User's accounts and communications. User acknowledges and agrees that Walkthrough is not responsible, and shall not be liable, for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any site or combination thereof, including injury or damage to User's or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Walkthrough Service.

**15.3** Under no circumstances will Walkthrough or any of its licensors, affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage resulting from anyone's use of the Walkthrough Site or the Walkthrough Service. Walkthrough cannot guarantee and does not promise any specific results from use of the Walkthrough Site and/or the Walkthrough Service.

**15.4 WALKTHROUGH MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE WALKTHROUGH SITE OR THE WALKTHROUGH SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND/OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, WALKTHROUGH DOES NOT WARRANT THAT THE WALKTHROUGH SERVICES WILL MEET USER'S REQUIREMENTS OR EXPECTATIONS OR THAT THE WALKTHROUGH SERVICES, ANY COMMUNICATIONS SENT OR RECEIVED IN CONNECTION THEREWITH OR USER'S USE OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE, NOR DOES WALKTHROUGH MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE WALKTHROUGH SERVICES. WALKTHROUGH SHALL HAVE NO LIABILITY FOR ANY INACCESSIBILITY OF THE WALKTHROUGH SERVICES, ANY VIRUS, TRAPS OR OTHER HARMFUL CODE DIRECTLY OR INDIRECTLY TRANSMITTED BY OR THROUGH THE WALKTHROUGH SERVICES (EXCEPT WHERE THE SAME WAS INTENTIONALLY OR KNOWINGLY TRANSMITTED BY WALKTHROUGH WITHOUT USER'S CONSENT), OR ANY DELAY OR FAILURE OF ANY TRANSMISSION, COMMUNICATION OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED VIA THE WALKTHROUGH SERVICES. USER SHALL BEAR SOLE RESPONSIBILITY TO DETERMINE WHETHER USER'S USE OF THE WALKTHROUGH SERVICES MEETS THE REQUIREMENTS OF LAWS AND REGULATIONS APPLICABLE TO USER.**

**15.5 EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL WALKTHROUGH BE LIABLE TO USER OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ALSO LOST PROFITS ARISING FROM USER'S USE OF THE WALKTHROUGH SITE OR THE WALKTHROUGH SERVICES, EVEN IF WALKTHROUGH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WALKTHROUGH'S LIABILITY TO USER FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY USER TO WALKTHROUGH FOR THE WALKTHROUGH SERVICE DURING THE TERM OF USER'S REGISTRATION.**

**16. Indemnity by User.** User shall indemnify and hold Walkthrough, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, damages, costs, or demands of any nature, including reasonable attorney's fees, made by any third party in connection with or arising out of User's use of the Walkthrough Site and/or the Walkthrough Service in violation or breach of this Agreement, including without limitation any breach of User's representations and warranties set forth above.

**17. Modifications to Walkthrough Service.** Walkthrough reserves the right at any time to modify or discontinue, temporarily or permanently, the Walkthrough Service (or any part thereof) with or without notice. User agrees that Walkthrough shall not be liable to User or to any third party for any modification, suspension or discontinuance of the Walkthrough Service.

**18. Blocking of IP Addresses.** In order to protect the integrity of the Walkthrough Service, Walkthrough reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Walkthrough Site.

**19. Jurisdiction and Choice of Law.** If there is any dispute arising out of or in connection with the Walkthrough Site and/or the Walkthrough Services, by Using Walkthrough, User expressly agrees that any such dispute shall be governed by the laws of the State of Colorado, without regard to its conflict of law provisions, and User expressly agrees and consents to the exclusive jurisdiction and venue of the state and federal courts of the State of Colorado, in Denver or Denver County, for the resolution of any such dispute.

**20. No Third Party Beneficiaries.** User agrees that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

**21. General.**

**21.1** Neither this Agreement, nor any of User's rights or obligations pursuant to this Agreement or regarding use of the Walkthrough Site or Walkthrough Service, is assignable or transferable by User without the prior written consent of Walkthrough which shall be in its sole discretion. Any attempted assignment without Walkthrough consent is void and of no force or effect. This Agreement is binding upon each party of this Agreement and their successors and permitted assigns.

**21.2** No failure or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege under this Agreement. This Agreement may not be modified except as expressly provided within the Agreement.

**21.3** The relationship between User and Walkthrough is that of independent contractor, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this Agreement.

**21.4** This Agreement contains the entire agreement between User and Walkthrough regarding the use of the Walkthrough Site and/or the Walkthrough Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Please contact Walkthrough with any questions regarding this Agreement.

**21.5** If you have questions or concerns regarding this Agreement, the practices of Walkthrough, or the Walkthrough Site or the Walkthrough Services, then please contact Pascal Wagner at [pascal@getawalkthrough.com](mailto:pascal@getawalkthrough.com).

BY CLICKING 'I AGREE,' I REPRESENT THAT I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN: **[I AGREE]**