

PRIVACY POLICY STATEMENT:

The Northern Virginia Association of Realtors® ("NVAR") is strongly committed to the protection and security of the information provided it by members, and affiliate partners of NVAR.com.

Your privacy and trust are so important to us that we want to advise you of our practices with regard to any information you provide us by and through this Web site. The policies in this Privacy Policy Statement ("Statement") apply only to the NVAR Web site.

Our site was created to facilitate the ability to promote NVAR REALTOR® members and organizations and affiliate partners to the general public.

WHAT INFORMATION WE COLLECT:

Generally speaking, our Web site is informational. To gain access to the members-only resources, members are given a login and password. We do not collect any personally identifiable information from members, or affiliate partners online unless they voluntarily create a profile or complete our service provider or advertising forms. During this process we collect contact information such as name, business address, telephone number, and email address.

In addition to the information members and affiliate partners voluntarily submit, we may collect your IP (Internet Protocol) address to administer our site and best serve our members. When a web browser or email application requests a web page or email from another computer on the Internet, it automatically gives that computer the address where it should send the information. This is called the computer's "IP address." This "address" does not contain any personally identifiable information.

HOW WE USE THE INFORMATION:

NVAR will not sell, rent, or exchange any data collected through the NVAR.com Web site from our members or affiliate partners except as provided in this Privacy Statement. The National Association of Realtors® and the Virginia Association of Realtors® have posted their own "privacy policies" and "terms of use" which you can read on their respective Web sites. Those "privacy policies" and "terms of use" may differ from ours.

We will use your email address to contact you for association business, weekly newsletters, updated information, surveys or promotions.

Your contact and other information is available to visitors on the NVAR Web site by way of the "Find a Realtor®" or "Find an Affiliate" section. This service is a member benefit and is made available to further the objectives of promoting our member Realtors®, Affiliates and Appraisers. Members can deactivate their membership for the purpose of being de-listed from the membership directory by calling 703-207-3200 and ask for Membership Services department and request them to revoke their membership with NVAR.

We use the Authorize.net processing company ("Authorize.net"), when you make payments by credit card. Credit information that you and credit authorizers provide when you make payments by credit card for products, dues or services through the Authorize.net will be used only to process the transactions you requested. This information will be provided to and maintained by reputable credit reporting databases, but will never be sold, shared or provided to other third parties. Your credit card statement may reflect the name "Northern Virginia Realtors Assn" as the vendor, and this name will appear on any transactions processed by NVAR.

NVAR does not retain, share, store or use this personally identifiable information for any other purposes.

NVAR may disclose, transfer, sell or assign information obtained through this Web site, or otherwise in its possession, to third parties as a result of a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation of NVAR. You will be notified via email or prominent notice on our Web site for 30 days of any such change in ownership or control of your personal information

NVAR may also make information obtained through this Web site, or otherwise in its possession, available to law enforcement personnel and agencies when requested to do so or as required by law.

YOU HAVE CHOICES:

If you have any changes, please feel free to notify us by email or phone and we will make every effort to correct, update or amend your information. You may contact us by email at membership@nvar.com.

COOKIE TECHNOLOGY:

Cookie technology is employed when you access the NVAR Web site with your login and password. "Cookies" are small text files sent by Web servers to be stored on the hard drive of Web site users and help us better serve you. NVAR uses "session cookies" that control the current state of the website and contain the information useful only to the computer memory. These files often contain personalization settings or unique identifiers for successful logging in to the password-protected part of our Web site, to keep track of your information and to help us understand the movements of users within and between Web sites.

"Session cookies" do not contain any personal information about you when visiting our website.

DATA SECURITY:

We also want you to know that we take the security of your information very seriously. We use industry accepted tools and procedures that protect the files in our data system and

have established an offline privacy policy regarding the membership and other information maintained by NVAR. Secure Sockets Layer (“SSL”) encryption is used to transmit sensitive data such as credit card numbers to the site. You need to be aware that due to the open communication nature of the Internet we cannot guarantee that communication between you and us, and us and you will be free from unauthorized access by third parties, nor can NVAR be responsible for members', and affiliate partners' information stolen from our Web site by information harvesting software which may have the ability to scrape data, such as your email address, from our online membership directory.

BUSINESS & PRIVACY ISSUES WITH LINKS TO OTHER SITES:

NVAR is not responsible for the availability of or the business and privacy practices of other Web sites which are linked from NVAR.com. We provide these links for information and service. We do not take responsibility for the contents, advertising, products or other materials made available through any other Web site nor for their data collection practices. We refer you to their Privacy Statements and Policies to learn how they collect and use information about you.

Occasionally when linking to another Web site, you may still see our site's logo or frame. This is to provide you with a seamless experience when visiting our Web site. In these cases you are no longer on NVAR.com and are now on a different Web site whose information collection practices may differ from ours. The privacy policy of the site you are on will govern how information collected from you is used. On these pages, you will see our site address in the location bar of your browser and we will take steps to notify you when you leave our site and go to a third party Web site.

PRIVACY STATEMENT CHANGES:

NVAR reserves the right to change or amend this Privacy Policy to address new issues of privacy and information security and to reflect changes to our Web site or business practices. Any new changes and/or amendments will be noted on our home page and will always be posted in this section of the NVAR Web site.

If we make material changes to this policy in how we use your personal information, we will notify you here, by email, or by means of a notice on our home page.

QUESTIONS ABOUT OUR PRIVACY STATEMENT:

If you have any questions about this Privacy Policy or the practices of this Web site, you can send an e-mail to: privacy@nvar.com.

TERMS OF USE

*Northern Virginia Association of Realtors (“NVAR”)
Terms and Conditions of Use (“Agreement”)*

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR ACCESS AND USE OF WWW.NVAR.COM (the "Site") CAREFULLY.

1. Acceptance of Terms of Use.

By using this Site with your personal login, you agree to be bound by these Terms of Use. You acknowledge that you have agreed to, and have executed, either a hardcopy Subscriber License and Access Agreement or a Participant Subscriber License and Access Agreement, the terms of which govern your use of this Site and the information you access from it. The Terms you are accepting by using this Site, are in addition to, or restate, those contained in that hardcopy Agreement. NVAR, its subsidiaries, members, business affiliates and suppliers ("we" "us" or "our") make the information and services provided on this Site available to you, conditioned on your acceptance without modification of these terms, conditions and notices. We reserve the right to modify them at any time. You should check these Terms periodically for changes. By using this Site after we post any changes to these Terms you agree to accept those changes, whether or not you have reviewed them. If you choose not to accept these Terms at any time, please do not use this Site.

2. Scope of Terms and Conditions.

These Terms and Conditions apply to your use of this Site owned and operated by NVAR. These Terms and Conditions do not apply to your use of unaffiliated Sites to which our Site merely links or frames, as outlined in this sites' Privacy Policy.

3. Links.

These Terms apply only to our Site and not to the web sites of any other companies, organizations or individuals including those to which our Site may link. We are not responsible for the availability of any other site to which our Site links. We do not take responsibility for the contents, advertising, products or other materials made available through other any site nor do we endorse the sites. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use or reliance on any content, goods or services available on any other site. Please direct your concerns to that site's webmaster or appropriate contact.

4. Proprietary Rights and Restrictions on Use:

You acknowledge that the information available through this Site may include textual, statistical, financial, photographic, video and audio components which are protected by United States Copyright Law. You acknowledge that this information is confidential and its use is restricted to your own internal business purposes, and no other commercial purpose. You shall not reproduce, redistribute, publish, retransmit, broadcast, sell or license or allow anyone else to reproduce, redistribute, publish, display, retransmit, broadcast, sell or license any such information, except as agreed in writing between us. You agree to comply with any additional use restrictions which may be announced by NVAR at any time regarding specific information provided through this Site.

5. Copyright Ownership.

All rights, title and interest in this Site created by NVAR and in the ownership of the copyright therein, shall at all times remain vested in NVAR. NVAR shall have the right to license such compilations or portions thereof and any data contained therein to any entity pursuant to the terms agreed upon by the NVAR Board of Directors.

6. Restrictions on Use.

You may not modify, publish, copy, transmit, reproduce, license, create derivative works from, adapt, transfer, sell or in any manner commercially exploit any and/or all information and content obtained from this Site. This prohibition includes, but is not limited to, the practice of "screen scraping" which we consider theft of our proprietary information and those who deal with our data in this manner may be subject to prosecution. By using this Site you warrant to NVAR that you will not use this Site for any unlawful purpose or any prohibited use pursuant to these Terms and Conditions. Your violation of any of these prohibitions automatically terminates your right to use this Site and you are on notice that we intend to pursue our legal remedies for any violation.

7. Security of Our Access ID's and Penalties for Disclosure.

NAR owns the unique numeric ID "Access ID" you will use to access this Web site, and we use it with their full permission..You will treat the Access ID as private, confidential and personal and will safeguard and maintain its confidentiality. Use by any other person will be considered theft. You are liable for any consequences that may result from unauthorized disclosure of the Access ID, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for liquidated damages. Technological advances allow us to seed the data on this Site and to undertake user monitoring on a regular random basis such that violations of the security of our Access IDs will be detected.

8. Liability Disclaimer.

You use this Site at your own risk. Your use of the data provided here is also used at your own risk. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE OR ANY OF OUR MEMBERS, AFFILIATES, SUBSCRIBERS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL OR CIRCUMSTANTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE, INCLUDING, BUT NOT LIMITED TO, RELIANCE BY YOU ON ANY INFORMATION OBTAINED THROUGH USE OF THIS SITE OR THAT RESULT FROM MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION, INTERRUPTIONS IN TELECOMMUNICATION OR INTERNET CONNECTION TO THIS SITE, VIRUSES OR FAILURES OF PERFORMANCE, WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATION OR INTERNET FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THIS SITE OR RELATED INFORMATION, RECORDS OR PROGRAMS.

9. Warranty Disclaimer.

You expressly understand and agree that this Site and the information available through this Site is provided on an “as is” “as available” basis. NVAR does not warrant that this Site will be uninterrupted or error-free, and NVAR makes no warranty as to the accuracy, completeness, authenticity, or reliability of any information available through the Site. NVAR expressly disclaims any and all warranties with respect to the Site and the information available through the Site, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. This Site and the information available through this Site are always subject to change.

10. Indemnification.

You shall indemnify and hold us and third-party information suppliers, harmless from any and all liability (including reasonable fees of attorneys and other professionals) arising from any claim or proceeding initiated by any third party against us, based upon (a) any inaccuracy of any listing information supplied by you, (b) any unauthorized use of our Access IDs, (c) any unauthorized use of the Site, or (d) infringement of any third party’s proprietary or contract right as a result of the availability of your listing information on this Site.

11. Membership Termination.

Should you terminate REALTOR® membership with NVAR, any licensed agent subscriber and non-licensed office staff affiliated with you will also be terminated.

12. Changes to the Site.

NVAR may make changes or improvements to the information, services, products or other materials on this Site at any time without notice.

13. Confidentiality.

(a) You shall use the Site only for the purposes set forth in these Terms and Conditions, and you shall make no copies, extracts, digests or summaries for any other purpose, except in strict furtherance of the limited purposes stated here. You shall maintain the source of the data contained in the Site as confidential information. (b) You shall not disclose or provide access to this Site to any friends, affiliates, parent organization, subsidiaries, corporate partners, consultants, shareholders, agents, third parties or any persons. You agree not to provide or otherwise make available any licensed program or material or access to the Site to any person without prior written consent from us. (c) You acknowledge that the Site is proprietary to us, has been developed as a commercial trade secret at the expenditure of our time and money, and is furnished to you in trust. You agree that you will hold and use the Site in the same manner as you deal with your own proprietary information and trade secrets. (d) You shall initiate strict security measures to prevent the accidental or otherwise unauthorized use or release of access to the Site, with particular respect to consumer information that is considered “sensitive”, namely: financial information including, but not limited to, listing price, sales price, mortgage values, real estate loan information, default and foreclosure information, as related to a named individual owner.

(e) Upon your violation of this paragraph, and without cause stated, we may exclude you from access to the Site and thereby terminate this agreement upon notification by us.

14. Privacy.

We are committed to protecting your privacy and security and have explained in detail what we do. We urge you to read our Privacy Policy. If you will use any information from this Site, or cause any information from this Site to be used, for your internal business purpose of marketing, your marketing efforts, solicitations, ad copy and/or other communications using or derived from the Site, shall: a) exclude any reference to information that is specific to any particular individual recipient of any such marketing communication; and b) comply with all applicable privacy, data security, best practices and all other laws, rules and regulations relevant to your business model, including but not limited to, the “Controlling the Assault of Non-Solicited Pornography and Marketing Act” (CAN-SPAM Act of 2003), the Virginia Computer Crimes Act (Code of Virginia Section 18.2-152.1 et seq.), the Gramm Leach Bliley Act, the Final Rules promulgated by the Federal Trade Commission in furtherance of the Gramm Leach Bliley Act, the Telephone Consumer Protection Act of 1991, as amended, the Fair Credit Reporting Act, Federal Do-Not-Call laws, various State Do-Not-Call laws, and the Direct Marketing Association’s applicable privacy and information security policies.

15. Jurisdictional Issues.

We operate and control our Site from our offices in Fairfax, Virginia in the United States of America. We do not represent that materials on this Site are appropriate or available for use in other locations. Persons who access this Site from other locations do so on their own initiative and are responsible for compliance with local privacy, consumer protection and other laws, if and to the extent such local laws are applicable.

16. Miscellaneous.

These Terms and Conditions will be governed by laws of the Commonwealth of Virginia without regard to principles of conflicts of laws. You agree to the jurisdiction of any state, or federal court in any county or judicial district in the Commonwealth of Virginia.

If any of these Terms and Conditions are found to be unlawful, void, or for any reason unenforceable, that provision will be considered severed from the remaining provisions and will not affect the validity or enforceability of the remaining provisions.

This Agreement may be modified only by our posting of changes to these Terms and Conditions. Any inquiries regarding these terms and conditions of use should be directed to privacy@nvar.com.

*By accessing or using any part of this Site or its services, you agree to accept and comply with the terms, conditions, and notices as stated in this Terms of Use Agreement and in our Privacy Policy and as they may be modified from time to time without notice to you (the “Terms of Use”). These Terms of Use constitute a binding contract between NVAR and you.



NVAR Terms of Use & Privacy Policy

Effective November 20, 2008

You are responsible for reviewing the Terms of Use regularly. At any time, the most current version of the Terms of Use can be found at www.nvar.com. If you do not agree to these Terms of Use, or if you do not wish to be bound by them, please do not use or access our Web site.