



Terms of Use

Acceptance of Contract Terms

MA-PASS, Inc. provides Appointment Setting Services (“Services”) to realtors for a fee to utilize the afore mentioned Services.

These terms are a legal agreement between you and MA-PASS, Inc. ("MA-PASS"). By establishing an account, accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you disagree with these terms, do not use this site.

Continued use of the MA-PASS Services constitutes acceptance of this agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Member, to immediately terminate your account.

The material provided on this site is protected by law, including, but not limited to, United States Copyright Law. The MA-PASS site is controlled and operated by MA-PASS from its office in Westborough, Massachusetts.

Any claim relating to, and the use of, this site and the materials contained herein is governed by the laws of the state of Massachusetts.

Payment Obligations of Members

- (I) Members must provide MA-PASS with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information.
- (II) Members must report to MA-PASS any and all changes to billing information within thirty (30) days of the change. Members are responsible for all changes to their account.
- (III) Questions regarding account changes are to be directed to the MA-PASS, Inc. Customer Service Department at 888-627-2771.
- (IV) Charges are billed to Members’ credit or debit cards as applicable for the service. Yearly, quarterly and monthly membership fees are non refundable.
- (V) Delinquent accounts may be suspended or canceled at the sole discretion of MA-PASS; charges will continue to accrue until account is canceled.

Termination of Account and Services

The service is provided for members. When the member is part of a team, Only the member should interact with the company. Canceling your service or breaching this agreement will result in cessation of service. The company will not refund any membership fees or listing fees at the time of the cancelation.

You and/or MA-PASS may terminate your account at any time for any reason by providing notice of intent to terminate to MA-PASS by either:



1. Registered or certified mail, return receipt requested addressed to Ma-PASS, Inc., Accounts-Customer Service, 18 Lyman Street, Suite 213, Westborough, MA 01581
2. Telephone calls directed to Accounts-Customer Service at (888) MAPASS1 (888-627-2771).

Web Site Usage

The MA-PASS site on the World Wide Web with its home pages in the domain “mapass.com” or any other site operated by MA-PASS (the “Web site”) is an information service offered by MA-PASS.

We may provide links on the Web site to other Web sites that are not under MA-PASS authority. Any Web site having an address (URL) that does not contain “mapass.com” is such a Web site. These links are provided for convenience only and are not intended as an endorsement by MA-PASS of the organization or individual operating the Web site or as a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to the MA-PASS site on another Web site, provided that: (a) the link must be clearly marked “MA-PASS, Inc.”, (b) the link must “point” to the URL <http://www.mapass.com> and not to any other pages within the Web site, (c) the appearance, position, and other aspects of the link may not be such as to damage or dilute the goodwill associated with the MA-PASS name and trademark(s), (d) the appearance, position, and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by MA-PASS, (e) the link, when activated by a user, must display this Web site full-screen and not within a “frame” on the linked Web site, and (f) MA-PASS may, in its sole discretion, revoke consent to link to our Web site at any time. All other hypertext links to the Web site must be approved in writing by MA-PASS.

Use Restrictions

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PASScourtesy

PASSvacant

PASSroute

Limitation of Liability

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Our Transmissions



All personal data provided to MA-PASS will be handled in accordance with MA-PASS' Privacy Policy. You are prohibited from posting or transmitting to or from this site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Miscellaneous

This agreement, the Privacy Policy, and other MA-PASS user policies posted on the MA-PASS Web site constitute the entire agreement between you and MA-PASS with respect to your use of the Services. MA-PASS may revise, amend, or modify this agreement, the Privacy Policy, and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on the MA-PASS Web site (<http://www.mapass.com>) and/or on Members' start pages and/or by e-mail and/or in our various publications and mailings to Members.

Term of Use Revisions

MA-PASS may at any time revise these Terms of Use by updating this posting. By using the MA-PASS site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the current Terms of Use to which you are bound.

Effective Date: August 2003