

Terms and Conditions

These terms apply to any transactions you perform on our website. Please read them carefully before you proceed with any transactions on our website, as they set out important information about your and our rights and obligations.

You must agree to these terms before you register to our Platform.

You must be at least 18 years old to register on our Platform.

Your attention is particularly drawn to clause 13 (Our responsibility to you) of these terms, which sets out important limits and exclusions of our liability to you.

1 About our terms

1.1 These terms and conditions of use (hereinafter the “**Terms**”) explain how you may use this web platform and any of its content (hereinafter the “**Platform**”). The Terms form a contract that governs the provision of our services. It consists of the following documents:

(i) **General Terms:** These contain the core legal and commercial terms that apply to your use of our Platform.

(ii) **Privacy Policy:** This explains how we process your data.

1.2 These terms and conditions (Terms) apply to all services offered and/or performed via the Platform. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.3 By registering and using our Platform you are agreeing to these terms. These Terms along with the General Terms and the documents mentioned herein above, form the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. You should read these Terms carefully before using the Platform. By using the Platform or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Platform immediately.

1.4 We update these terms from time to time. If you have an active account, we will let you know when we update the terms via email (if you subscribe to receive email updates). You can find archived versions of the General Terms and all ancillary terms in our archives at <https://anisad.com/policies/archive> .

1.5 These Terms apply between **TCR SMART CREATION SERVICES LIMITED**, a company incorporated in the Republic of Cyprus, registered number HE 434195, with its registered address at 11 Riga Fereou Street, 2nd floor, 3095, Limassol, Cyprus (hereinafter referred to as “**we**”, “**us**” or “**our**”) and you, the person accessing or using the Platform (hereinafter referred to as “**you**” or “**your**”).

- 1.6 You should read these Terms carefully before using the Platform. By using the Platform or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Platform immediately.
- 1.7 These Terms apply to any parts of the Platform, its functionality and content provided to you.
- 1.8 If you would like these Terms in another format (for example: audio, large print, braille), please contact us using the contact details set out below.

2 About us

- 2.1 We are **TCR SMART CREATION SERVICES LIMITED**, a company incorporated in the Republic of Cyprus, with its registered address at 11 Riga Fereou Street, 2nd floor, 3095, Limassol, Cyprus.
- 2.2 We are registered with the Cyprus Registrar of Companies under registration number HE 434195.
- 2.3 If you have any questions about the Platform, please contact us by sending an email to info@anisad.com

3 Definitions

- 3.1 For the purposes these Terms the following definitions shall apply:
- 3.1.1 **“Buyer”** means any individual or legal entity who creates an account for the purpose of inquiring in and/or proceeding with the acquisition of immovable property.
- 3.1.2 **“Fees or Commission”** means the fees we charge for the Services, which shall depend on the package/tariffs that you chose upon registration (and/or modify during the time you are registered with us). The Services include, but are not limited to, the operation of the Platform, ensuring security of the transactions, marketing, technical maintenance of the file servers and Platform, customer support and can be found at <https://anisad.com/info/prices>.
- 3.1.3 **“Vendor”** means any individual or legal entity who creates an account for the purpose of promoting the sale of immovable property.
- 3.1.4 **“User”** means any person that visits the Platform.
- 3.1.5 **“Platform”** means the web platform that is located at the address <https://anisad.com/> that is being operated by us.
- 3.1.6 **“Request”** means the request for Services placed by a Buyer on the Platform.
- 3.1.7 **“Services”** means marketing and technical services provided by us to ensure functioning of the Platform and possibility of technical access to the Platform.

4 Using the Platform

- 4.1 The Platform is for your personal use. Our services are limited solely to providing the Platform for the interaction between its users. The Platform is not intended to be used by any minors and if any minor accesses the Platform it shall be at their own risk/responsibility.
- 4.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Platform.
- 4.3 We make no promise that the Platform is appropriate or available for use in all locations. You acknowledge you are using the Platform at your own initiative and are responsible for compliance with local laws where they apply.
- 4.4 We try to make the Platform as accessible as possible. If you have any difficulties using the Platform, please contact us using the contact details at the top of this page.
- 4.5 As a condition of your use of the Platform, you agree to comply with our Privacy Policy and Cookies Policy available at <https://anisad.com/privacy-policy>, <https://anisad.com/cookies> and agree not to:
 - 4.5.1 misuse or attack our Platform by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
 - 4.5.2 attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform.
- 4.6 We may prevent or suspend your access to the Platform if you do not comply with these Terms or any applicable law.
- 4.7 Use of the Platform may require registration.
 - 4.7.1 How to get registered as a Vendor: <https://anisad.com/#signup>;
 - 4.7.2 How to get registered as a Customer: <https://anisad.com/#signup>.
- 4.8 It is prohibited to disclose the account details to a third party.
- 4.9 You must at all times protect the confidentiality of information used to access your account.
- 4.10 You must notify us immediately in case of any unauthorized (carried out by a third party without consent) access to your account and/or any other breach of (suspicion of violating) confidentiality of your account details.
- 4.11 During registration, you must provide genuine, accurate and complete information, as well as maintain this information up to date. If you provide false information during registration on the Platform, and/or we have reasonable grounds to believe that the information given or

provided by you is false, inaccurate, or incomplete, we have the discretion to block and/or remove such account.

5 Vendor Obligations

- 5.1 You may only promote properties located in the Republic of Cyprus.
- 5.2 You are obligated to fulfil the instructions agreed with any Buyer and/or any communication between us (if any).
- 5.3 The Platform acts solely as an advertising platform and does not assume the role of an estate agent at any time.
- 5.4 We are not in direct contact with Buyers or Vendors at any time regarding their transaction(s).
- 5.5 We are not in contact with any interested landlords or tenants.
- 5.6 Any properties posted must be described in an accurate and detailed manner on the Platform and we do not bear any responsibility in case of any misrepresentation to Users. It is strictly prohibited to provide any misleading information on the Platform. In case any such information comes to our attention we retain the right to suspend your account and remove all content.
- 5.7 Only owners of real estate, developers, agents, legal representatives of owners of real estate pursuant to the relevant legal documentation and properly authorized individuals may list real estate on the Platform.
- 5.8 Vendors listing real estate on the Platform are not allowed to use any intellectual property owned by us, including but not limited to our name, tradename, logos, trademarks in a defamatory or derogatory manner or in any way that might bring us or the Platform or its directors or employees into disrepute, will abide by any applicable industry code of conduct, recommendations or guidelines issued by the Real Estate Registration Council or any other competent authority and will provide a contactable telephone number and shall ensure that the majority of calls made to that telephone number are answered in person.
- 5.9 Vendors listing real estate on the Platform must always ensure that listing details are legitimate and correct, in compliance with all applicable laws, regulations and codes of practice in the Republic of Cyprus and any compliance guidelines published or made available by us from time to time, will not be defamatory, misleading, discriminatory or infringe any copyright, trademark or other intellectual property rights or rights of any third party whatsoever, they have the authority to market the listings, has/have all necessary authorities, consents and licences necessary to use, display, reproduce, publish the information.
- 5.10 Vendors listing real estate on the Platform is/are responsible for the integrity of the information, which is in all respects true, complete and accurate to the best of its/their

knowledge and belief and he/she/they shall promptly update or correct Information by himself/herself/themselves or with necessary changes to xml.

5.11 It is prohibited to disclose your account details to a third party.

6 Registration and password security

6.1 Use of the Platform requires registration, particularly in order to access restricted areas of the Platform.

6.2 We are not obliged to permit anyone to register with the Platform and we may refuse, terminate or suspend registration to anyone at any time. You agree to protect the confidentiality of information used to access their account. You also agree to immediately notify us of unauthorized (carried out by a third party without consent) access to the account, using your email address and password, and/or of any other breach of (suspected or violating) confidentiality of the email address and password.

6.3 During registration, you must provide genuine accurate and complete information, as well as maintain this information up to date. If you provide false information during registration on the Platform, and/or we have reasonable grounds to believe that the information given or provided by you is false, inaccurate, or incomplete, we have the discretion to refuse you registration on the Platform; block; and/or remove such account.

6.4 We have the right at any time at our sole discretion, to request you to provide confirmation of his/her personal information (for example, documents confirming identity and/or other KYC documentation), specified during registration on the Platform. We have the right to have access to any information placed on the Platform, including any conversation and data in your account. We have the right to block or delete an account if you do not provide the requested information and/or supporting documents within 7 calendar days from our request.

6.5 You are responsible for making sure that your password and any other account details are kept secure and confidential. To access your account, you must enter the email address and the password selected during registration on the Platform.

6.6 If we have reason to believe there is likely to be a breach of security or misuse of the Platform through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.

6.7 Any personal information you provide to us as part of the registration process will be processed in accordance with our **Privacy Policy** available at <https://anisad.com/privacy-policy>.

7 Infringing content

7.1 We will use reasonable efforts to:

- 7.1.1 delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
- 7.1.2 identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of our Acceptable Use Policy; and
- 7.1.3 identify and remove any account that are deemed to misrepresent the assets offered (in the case of Vendor Accounts); and
- 7.1.4 identify and remove any account that promotes and/or markets and/or sells any assets that do not adhere to the standards provided (in the case of Vendor Accounts).

when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

- 7.2 If you believe that any content which is distributed or published by the Platform is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

8 Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at <https://anisad.com/privacy-policy> , which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

9 Ownership, use and intellectual property rights

- 9.1 The intellectual property rights regarding the Platform and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Platform (hereinafter referred to as the “**Content**”) are owned by us and/or our licensors and/or the publishing Vendor.
- 9.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 9.3 Nothing in these Terms grants you any legal rights in the Platform or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Platform or the Content (including any intellectual property

notices) and in particular, in any digital rights or other security technology embedded or contained within the Platform or the Content.

- 9.4 You undertake not to download, publish, store, provide access to, or otherwise distribute any information and/or material available on the Platform in any way that may violate rights of any third party. We shall not be liable not undertake any responsibility for any violations of rights of third persons, caused by the disclosure by you of any private information or other information that violates rights of third parties.
- 9.5 Trademarks: ANISAD's logo is our trademark and the logos' used by any Vendor on the Platform are trademarks of the respective Vendors. Other trademarks and trade names may also be used on the Platform or in the Content. Use by you of any trademarks on the Platform or in the Content is strictly prohibited unless you have our prior written permission.
- 9.6 By subscribing for our services, you agree that we must take certain actions with regards to your content. These actions relate purely to technical matters and should not be considered as an exploitation and/or use and/or approval or confirmation of your content.
- 9.7 You further acknowledge that our rights under this clause (and these Terms in general) may be assigned by us without further notice to any third party.
- 9.8 Any content uploaded by you to the Platform must comply with all legal and regulatory requirements and in no case should derive from any illegal or unauthorized content. In case we become aware of any such unauthorized or illegal content we may suspend and/or cancel your subscription. In case we are notified by any rightsholder of any infringement, the said suspension shall be effected within 3 calendar days from the receipt of such request.
- 9.9 You may not use the Platform in any illegal or unauthorized way, for example, do not interfere with the Platform or try to access it using a method other than the interface and the instructions that we provide.
- 9.10 You may use the Platform only as permitted by law, including applicable intellectual property laws and regulations. You may not use our services to distribute illegal or un-social material.
- 9.11 If you taking any illegal and/or unauthorized actions or abusing our infrastructure, we have the right to suspend and/or cancel your subscription.
- 9.12 Although we will review any content and/or listing and/or publication created by any Vendor, any content uploaded by you to the Platform must comply with all legal and regulatory requirements and in no case should derive from any illegal or unauthorized content. In case we become aware of any such unauthorized or illegal content we may suspend and/or cancel your subscription. In case we are notified by any rightsholder of any infringement, the said suspension shall be effected within 3 calendar days from the receipt of such request.
- 9.13 We will not monitor and/or confirm the content uploaded by you and will have no responsibility and/or liability for any such content. We do not purport to provide any legal

advice and/or cover to any individual or company who utilize the Platform and share any content with copyright protection. Under no circumstances will we be responsible for the users behavior when found to be utilizing protected content. All licensing, copyright and royalty matters will be the sole responsibility of the user.

9.14 WE **DO NOT** provide any form of confirmation as to the content promoted by Vendors. We recommend and strongly encourage users to confirm independently any information received.

9.15 We take all reasonable efforts to check the authenticity and quality of all posts promoted and/or sold on the Platform however we cannot guarantee the quality and/or authenticity of any post made by the Vendors. We strongly urge you to confirm directly with the Vendor the quality and authenticity of any product acquired on the Platform.

9.16 We note that we will collaborate with any regulator or authority in the event of any illegal activity regarding the distribution of copyrighted content or illegal material via the Platform.

10 Submitting information to the Platform

10.1 While we try to make sure that the Platform is secure, we do not actively monitor or check whether information supplied to us through the Platform (other than personal data and financial information) is confidential, commercially sensitive or valuable.

11 Accuracy of information and availability of the Platform

11.1 We try to make sure that the Platform is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Platform will be fit or suitable for any purpose. Any reliance that you may place on the information on the Platform is at your own risk.

11.2 In case of any error and/or issues with the provision of the services you may file a ticket and send us an email, outlining the issue. We will review and revert within 48 hours with our feedback.

11.3 We may suspend or terminate access or operation of the Platform at any time as we see fit.

11.4 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Platform and its Content.

11.5 While we try to make sure that the Platform is available for your use, we do not promise that the Platform will be available at all times or that your use of the Platform will be uninterrupted.

12 Hyperlinks and third-party sites

12.1 The Platform may contain hyperlinks or references to third party advertising and websites other than the Platform. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk.

12.2 The Platform uses Google Analytics, including the following features:

12.2.1 remarketing in Google Analytics;

12.2.2 reports on impressions in the display network;

12.2.3 reports on demographic data and categories of interests;

12.2.4 integrated services that require data collection for advertising purposes, including advertising preferences and identifier cookies.

12.2.5 As well as the following integrations:

- (a) AdSense
- (b) Google Advertising
- (c) BigQuery
- (d) Ad Exchange
- (e) Display and Video 360
- (f) 360 campaign manager
- (g) Search advertising 360
- (h) Search Console

12.3 Any user may opt-out/disable Google Analytics features by using this link <https://myadcenter.google.com/personalizationoff> . Users may also use the Google Analytics Blocker <https://tools.google.com/dlpage/gaoptout/> .

12.4 For more information you may refer to the Google Business Data Responsibility site at <https://business.safety.google/privacy/> where you can check on how Google uses personal data when you consent to the processing on the Platform.

13 Our responsibility to you

13.1 Without limitation of anything else set forth herein and our Privacy and Cookies Policies, you understand and agree we limit any potential liability in connection with your use of the Platform as set forth below:

- 13.2 If we breach these Terms or are negligent, we are liable to you only for foreseeable loss or damage that you suffer as a result. By *'foreseeable'* we mean that, at the time these Terms were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 13.3 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 13.4 Subject to clause 12.1 above, in no event shall we, our officers, directors, employees, or agents (collectively referred to as "**TCR Parties**"), be liable to you or to any third party for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever arising from or related to either this Agreement, or use of the Services or the Platform.
- 13.5 We will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 13.5.1 loss of profits;
 - 13.5.2 loss of sales or business;
 - 13.5.3 loss of agreements or contracts;
 - 13.5.4 loss of use or corruption of software, data, or information;
 - 13.5.5 any indirect or consequential loss.
- 13.6 TCR Parties' liability to you for any damages arising from or related to this Agreement will at all times be limited to the Payment to which your claim relates to (if any). The existence of more than one claim will not lead to an increase of this limit.
- 13.7 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

14 Disclaimers

- 14.1 The Platform, including, without limitation, all content, software made available on or accessed through or sent or made available by us, are provided "*AS IS*," "*as available*," and "*with all faults*".
- 14.2 We and all TCR Parties make no representation or warranties or endorsements of any kind whatsoever (express or implied) about:
- 14.2.1 the Platform;
 - 14.2.2 the functions made accessible on or accessed through the Platform;
 - 14.2.3 the content and information sent from or through the Platform by users;

- 14.2.4 the quality of any products or services offered via the website or hypertext links to third parties;
 - 14.2.5 the authenticity of any product offered via the website or hypertext links to the third parties;
 - 14.2.6 the treatment of any information, content, material or data transmitted by users to the Platform;
 - 14.2.7 security associated with the transmission of information through the properties or any linked site.
- 14.3 We strive to provide the best service for our Users, however, we cannot guarantee the uninterrupted or error-free function of the Platform or that the defects will be corrected or that it will be free of viruses. Therefore, we do not warrant that the Platform, any of its functions or any content contained therein will be uninterrupted or error-free; that defects will be corrected; or that the Platform or the servers that make them available are free of viruses or other harmful components.
- 14.4 We and all TCR Parties do not make any representation with regards to any tax liabilities and/or obligations arising with regards to the purchase of any goods and/or receipt of any services. Each user is responsible for ascertaining and settling any tax obligations and under no circumstances shall we or any TCR Party be liable for any such tax liability.

15 Provision of our Services

- 15.1 The information on the Platform is provided purely for informative purposes and does not constitute or form part of any offer or invitation by us to sell or to rent real estate and it should not form the basis of or be relied on in connection with or act as any inducement to enter into, any contract or commitment whatsoever with respect to any such real estate.
- 15.2 We do not arrange for viewing of any property.
- 15.3 We may in our absolute discretion, at any time, remove, cause to be removed or decline to display any information or publication on the Platform which fails to comply with these Terms and Conditions, and shall notify the User of such decision and the reason of rejection or removal at the time of, the relevant Information and/or publication being removed or rejected.
- 15.4 We may without prejudice any other rights we have (as set out in these Terms and Conditions), require the information to be amended at any time if we consider or have reason to believe that the User is in breach of the Terms and Conditions or any applicable law or regulation or where it deems in its absolute discretion the information to be of poor quality in terms of presentation, information provided or otherwise.
- 15.5 We shall not be under any obligation to monitor or censor the Information and/or publication that appears on the Platform.

- 15.6 No fiduciary or estate agency relationship is created between us and the Users, owners or real estate, developers and agents or Vendors.
- 15.7 We strongly recommend that you use the services of a lawyer prior to proceeding with any form of real estate transaction.
- 15.8 We are not liable to you for any losses you incur where the Customer has failed to provide adequate instructions or information.
- 15.9 The services are provided to you for your personal use only.
- 15.10 It is your responsibility to ensure that:
 - 15.10.1 you cooperate with us in all matters relating to the Services;
 - 15.10.2 (if you are a Vendor) to promote your property to Buyers in a timely and efficient manner;
 - 15.10.3 to properly represent and depict/describe your property on the Platform and provide all supporting documentation upon request;
 - 15.10.4 all communications between us and you as well as you and all Buyers must be in respectful and polite language and conducted in a respectful manner;
 - 15.10.5 you obtain and maintain all necessary licences, permissions and consents which may be required to promote property before registering to our Platform;
 - 15.10.6 you have all necessary and/or desired insurance policies in place with regards to the provision of your services or goods to the market;
 - 15.10.7 you comply with all applicable laws.

16 Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

17 No third-party rights

No one other than us or you has any right to enforce any of these Terms.

18 Variation of terms

- 18.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 18.
- 18.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Platform and by continuing to use and access the Platform following such

changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

19 Fees and Payments

- 19.1 Fees for our services are notified to you and accepted by you upon registering to the Platform. All prices are in Euro and include VAT at the applicable rate. Our packages/tariffs can be found at <https://anisad.com/info/prices>.
- 19.2 Please note that any subscription for a new package/tariff would automatically cancel the previous one with no further notice or obligations on us. Any remaining balance from the previous package/tariff will be automatically credited towards your new package/tariff.
- 19.3 We reserve our right to charge any User for additional fees or in a manner it deems appropriate or on a per property basis if we have reason to believe that the publication and/or information uploaded by any of the User's branch offices is in breach of these Terms and Conditions.
- 19.4 With regards to the any properties listed on the Platform you must indicate all prices (including VAT) clearly and transparently.
- 19.5 You can make a Payment using credit/debit cards (Visa, Mastercard) and through other means as may be available on the Platform from time to time.
- 19.6 You agree to pay in full the Fees using the available payment methods and any additional credit or debit charges that may incur as a result of the transaction will be paid by you.
- 19.7 In order to secure your payment we collaborate with regulated and certified payment agents who are responsible for effecting the payment. In order to secure the payment you will be directed to the secure page of the payment agent which is linked to our website. You can find the Terms & Conditions of the payment agent here <https://stripe.com/legal/spc>, to which you must adhere at all times.
- 19.8 We will not be responsible for any breach of payment data. Our payment service provider has different T&Cs and creation of vendor account in our Platform will mean automatic acceptance of the T&Cs of our payment service provider.
- 19.9 We do not store your payment details (i.e. card number or card security code. This is under the control of the payment agent who handles the processing and approval or rejection of the transaction.
- 19.10 In case a transaction is rejected, it is your responsibility to (irrespective of the reason for rejection) ensure that the payment is effected. In case it is not, we may suspend and/or cancel your subscription.
- 19.11 We are in no way liable for any default of the payment agent and/or any failure of the payment service to inform us on the successful completion of the transaction.

19.12 No refunds will be made with regards to any subscription unless we fail to provide the service in accordance these terms. In case of a cancellation of any subscription, you will need to notify us by creating a ticket on the platform and send us an email to provide the supporting evidence of the asserted failure.

20 Communications between Vendors and Users

20.1 All communications between the Vendors and the Users on the Platform must be via the Platform's chat bot.

21 Complaints

21.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

22 Disclaimer

22.1 Except where prohibited by law, the part of the Services consisting of technical support of the Platform itself are provided "*as-is*" and "*as available*" and we expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement.

22.2 We make no warranty that the part of Services stated above or the Platform will:

22.2.1 meet your requirements;

22.2.2 be available on an uninterrupted, timely, secure, or error-free basis; or

22.2.3 be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

23 Reservations

23.1 All Users acknowledge and agree that various circumstances beyond our control may impede and/or restrict the provision of the listing services or prevent access to all, or any part of the publications or information displayed on the Platform. While we try to make sure that the Platform is available for your use, we do not promise that the Platform will be available at all times or that your use of the Platform will be uninterrupted and will make reasonable endeavours to notify the User in advance in case of any temporary suspension or alteration of the operation of the Platform or listing services.

23.2 The User shall not publish, disclose, reproduce, or create any derivative works from any information obtained pursuant to the User's use of the services unless expressly agreed in writing by us.

23.3 All enquiries in relation to real estate, must go to the persons listing the property.

- 23.4 According to the relevant legislation to be considered a bona fide purchaser for value (i.e. a purchaser acting in good faith) you must make reasonable enquiries before you proceed to buy any real estate. Therefore, interested buyers should independently ensure that the information in relation to the real estate they are interested in is authentic and correct. The interested buyers are advised to request title deeds of the property and/or a search from the Land Registry to establish, amongst others, the following: the true owner of the property, the size of the property, whether the property has a mortgage or other charges.
- 23.5 The information supplied by third parties with reference to listing advertising properties are not guaranteed by us and should be validated and/or confirmed via contacting person/s or agents who listed the property. If at any time you may think that any listing is misrepresenting true facts or is misleading, then please report the listing through the Help page and the listing and the persons that posted it, will be investigated, and if your claim is justified the listing will be removed.
- 23.6 Your correspondence or business dealings with advertisers found on or through the Platform, including payment of a deposit or any other amount in relation to the purchase or real estate, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser.

24 Governing law

- 24.1 The laws of Cyprus apply to these Terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 24.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of Cyprus. This means that you can choose whether to bring a claim in the courts of Cyprus.