



Terms and Conditions

"We", "Our", "Us" refers to Internet 4 You Group and/or Properties 4 You as "thegroup4you.com.com" and its subsidiaries, employees, officers, agents, affiliates or assigned parties.

"Our web site" refers to www.thegroup4you.com.

"You", "Your" or "the Client" refers to you as the user of the Property Internet Service (the "Service").

"Service" may include any of the following or a combination thereof:

a process that will facilitate your uploading of property details (including images)

online banner advertising and banner impressions run on our web site;

having your properties featured on our web site;

The following are the standard terms and conditions ("Terms and Conditions") that apply to your use of the Service. Advertisement of property/Initial payment will constitute your acceptance of the Terms and Conditions. Please read the Terms and Conditions in conjunction along with any other document provided to you.

Your Obligations

You must:

be an Agent/Individual selling property, as reasonably determined by us in our sole discretion, in order to acquire the Service from Us. You agree that if we reasonably determine in our sole discretion that you are not selling a property, we

may immediately terminate this Agreement;

only advertise properties that are currently available for purchase or rent within the geographical area permitted by your subscription;

within 72 hours of a sale or leasing contract being entered into for a property, either mark the property as "sold", or notify a member of staff. When periodically requested by Us to update your listings, you must transfer the property to the sold database, withdraw the listing or extend the listing for a further period. We may remove any property from the Service that is not transferred to the sold database, withdrawn or extended when requested;

ensure that material you generate through use of the Service is not unlawful or for an improper purpose, including information that is defamatory, misleading or deceptive, in breach of copyright or would otherwise expose us to any liability, legal proceedings or other sanction;

ensure that you do not make, arrange or authorise the insertion of any reference to us or our web site in any document (including promotional or merchandising material) or on any web site other than our web site without our prior written consent;

abide by any applicable Code of Practice (incorporating privacy and advertising codes), and otherwise act in accordance with any applicable law, regulation or our reasonable instructions

comply with any guidelines and codes issued by the NAEA or any other relevant trade organisation

ensure that material submitted through the Service by you refers only to listing details of a particular property and any reference to material other than listing details for a property must receive our written approval prior to your submission;

ensure that no other person, authorised or otherwise, makes use of your subscription to the Service in breach of these terms and conditions; and

not make any promotional or merchandising reference to us or our web site without our express prior written permission.

You acknowledge that:

you have read and agree to be bound by the terms of all legal notices posted on the Site and Copyright notices;

you represent and warrant that you are authorised to make available the material generated or submitted to make use of the Service and that you are acting under authority of the proprietors of all properties concerned.

by using the Service, you grant us an irrevocable, world-wide, royalty free licence to commercialise, copy, license to other persons, use and adapt for any purpose any material you generate or submit to make use of the Service.

we are not under any obligation to monitor or censor the material generated by users of the Service that appears on our website, however we reserve the right to do so;

we are not responsible for the Service's content or for any errors or omissions in any property data provided by or on behalf of you;

systems or technological failure may impede or prevent access to all or any part of the property data;

you are responsible for and must pay the cost of all telecommunications and Internet access charges incurred by you when using our website, whether or not such access has been arranged by us;

you are responsible for the security and integrity of your data;

transmission of data over the Internet can be subject to errors and delays;

we may contact you by various means from time to time to make you aware of appropriate products and services offered by us, unless you notify us that you do not wish to be contacted. In this context, you authorise us to contact you via email, SMS, MMS and other electronic media for that purpose unless you request us not to contact you via these media.

Initial Term, Suspension, Cancellation or Termination of Service

Initial Term

Your Initial Term is as specified in the Order Form.

This agreement will continue for a period of 12 months from the date of signature of the Membership Services Agreement, or from the date that charges become due, whichever is the latter (the 'Initial Period'). At the end of the Initial Period and at each subsequent anniversary this Agreement will automatically renew for a further 12 months. Either party may terminate this Agreement, upon three months notice in writing, such notice not to expire before the end of the Initial Period. Charges will become due from the date that you first display your property data on the website or one month from the date of signature of the Membership

Services Agreement, whichever the earlier.

Suspension or Termination

We may terminate this Agreement at any time for any reason provided that seven (7) clear days' written notice has been provided to you. Should you continue to use the Service following termination of the Agreement, you shall remain liable for any and all costs incurred by you.

Without limiting our other rights, we may immediately suspend or temporarily remove details of any property uploaded by you to our web site or terminate this Agreement if:

you fail to pay any fees or charges due to us by the due date;

you breach any part of this Agreement and fail to rectify that breach within seven (7) days of our giving notice requiring rectification;

any material supplied by you is false or misleading;

you enter into bankruptcy, liquidation, administration, receivership, a composition or arrangement with your creditors, or appoint a receiver or manager over all or any part of your assets or become or are deemed to become insolvent; or

where you are in a partnership, the partnership is dissolved or an application to dissolve is filed, or if you are a company, the company is wound up or an application for winding up is filed.

You must pay all outstanding amounts to us within seven (7) days of termination of this Agreement.

You acknowledge and agree that termination of this Agreement pursuant to this clause does not relieve you of your obligations and liabilities pursuant to the Agreement and we reserve our right to enforce

such obligations and liabilities in any event.

Packages, Fees and Billing

Service fees for the initial month of using the Service are payable from the date you first display your property data on the website. Fees for subsequent months are payable in advance with the due date being fourteen (14) days from the commencement of any subsequent month by reference to the date of this Agreement. If we do not receive payment by the due date, we may:

remove any reference or prevent access to property data submitted by you to the Site;

charge an administration fee of £5.00 plus any applicable VAT per month on overdue accounts;

charge interest on any overdue amount at a rate equal to 2% per calendar month; and

demand that you pay for any costs of collecting the overdue amount, including but not limited to collection of agency fees and legal fees.

You will pay all taxes, duties and other charges payable in connection with this Agreement whether applying as at the date of this Agreement or in the future, including, without limitation, any applicable VAT, but excluding taxes, duties and government charges based on our income.

Limitation of Liability and Indemnity

To the extent permitted under any applicable legislation or regulation, we:

exclude all conditions and warranties implied into the Agreement;

exclude consequential or indirect loss or damage (included but not

limited to loss of opportunity, loss of revenue and loss of profits);

limit our liability for breach of any condition or warranty that we cannot exclude to the greater of (at our option):

re-supplying the Service; or

paying the cost of having the Service re-supplied; and

limit our liability in respect of any other claim in connection with the Agreement whether the claim is based in contract, tort (including negligence) or statute to the amount paid to us by you under this Agreement.

We will not be liable under this Agreement to the extent that liability is caused by:

any breach of your obligations under this agreement; or

any delay in performance or breach of the Agreement which arises as a result of any matter beyond our control including but not limited to viruses, other defects or failure of the server hosting our web site.

You indemnify us and our officers, employees and agents ("those indemnified") against any direct or indirect or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any of those indemnified as a result of any claim or proceedings brought by a third party against those indemnified in connection with any material generated by you in connection with the Service.

This clause does not seek to exclude any liability for death or personal injury caused by our negligence or any liability for fraud.

General

No delay or failure by us to enforce any provision of the Agreement will be deemed a waiver or create a precedent or will prejudice our rights.

A notice must be sent by e-mail, prepaid post or facsimile to your or our last known address.

You must not assign the Agreement without our written consent.

The Agreement (together with any documents referred to in the Agreement or provided by us at the same time as the Agreement) comprises the entire agreement. It supersedes all prior understandings, agreements or representations.

The laws of England and Wales govern the Agreement.

You submit to the exclusive jurisdiction of the English courts.

If any term of the Agreement is or may become for any reason invalid or unenforceable at law, the validity and enforceability of the remainder will not be affected