

PUBLIC WEBSITE TERMS AND CONDITIONS

Welcome to the www.easypropertyolutions.co.uk website. By using our website, you will be deemed to have accepted these terms and conditions which apply to your use of our website, so please read these terms and conditions carefully.

General Provisions

These terms and conditions are governed and construed in accordance with UK law and you accept the exclusive jurisdiction on the UK courts.

You accept that we change these terms and conditions at any time and that any revised terms and conditions displayed on our website from time to time will apply to your use of our website, its content and any service supplied by us. Your continued use of the website indicates your acceptance of the changes.

Third Party Services

On any third party services you agree to observe Terms & Conditions of the provider and adhere to those terms in addition to those herein: you agree that we accept no responsibility for any claim you may have against the party for failure to deliver or otherwise and not limited to non-performance.

We disclose that we may earn a commission site and you accept that the max liability is limited to the commitment amount we receive for your transaction.

Auction Services

For our auction services you agree and accept that we provide only a platform and that you will carry out any due-diligence, survey and get financial and legal advice prior to making any commitment to purchase or actual purchase. You indemnify us for any liability and responsibility fix any loss arising from you purchase.

Website Commitment

We will endeavour to keep our website and its contents up to date and accurate.

However, we make no representation or warranty (whether express or implied) that the content displayed on our website is up to date or accurate.

We will endeavour to allow you access to our website, however we make no representation or warranty (whether express or implied) that the website or any service supplied by us will:

- Operate on a continuous or fault free basis, or at any particular time or location;
- Be secure or private; or
- Be free of viruses or other harmful features.
- We are not responsible for:
- Any device or other equipment which is not owned or supplied by us; or
- Any use of our website or any service supplied by us which is inconsistent with the directions or instructions for use or which is contrary to these terms and conditions.

Your Responsibilities

While using our website, any content on our website or any service supplied by us, you must:

- Comply with these terms and conditions and any other agreements which you may have with us;
- Make sure all information which you supply to us is current, complete, accurate and provided for in a timely manner;
- Comply with all applicable laws, regulations, standards and codes;
- Not damage or disrupt our website, its content or any service supplied by us;
- Not access, use or interfere with anybody else's email or other communications which are not intended for you;
- Not use our website, its content or any service supplied by us:

- (a) For sending spam, chain letters, pyramid schemes, hoaxes or other similar unsolicited communications of any kind;
- (b) To abuse, defame, threaten, stalk or harass others;
- (c) For sending objectionable language, content, or any expressions of hatred, racism or anti-religious remarks of any kind;
- (d) For running any network scanning software, spiders, spyware software, robots, open relay software, or any such similar software;
- (e) For introducing any viruses, worms, trojan horses, time bombs or bots or any other harmful or destructive items or in any other way interfere with our, or anyone else's network or computer system;
- (f) For using any software or device which may interfere with the services which are intended to be enjoyed by other users through use of mail bombs, war dialling, pingging or other disruptive technical means; and
- (g) Using a false identity for the purpose of misleading others as to the identity of the sender or origin of any message.

Copyright

Unless otherwise stated, the material published within our website is our copyright. No part of such material may be reproduced, in whole or in part, without our prior specific written permission. In particular, you may not copy or display for redistribution or for commercial purposes any portion of this website without our prior specific written permission.

Intellectual Property

We either own or have the right to use the intellectual property rights with respect to the website and its content and any personal identifiers (including addresses) (collectively, our Intellectual Property). Without limitation, our Intellectual Property includes copyright, Trademarks and design rights which we own or otherwise have the right to use.

You acknowledge that you have no claim or interest in our Intellectual Property, other than in relation to those rights expressly provided to you in these terms and conditions or any other agreement which you may have with us.

You must not copy or reproduce (whether digitally, electronically, by linking, or in hard copy or by any means whatsoever) or use any of our Intellectual Property without our prior written consent, unless such copying, reproduction or use is required for the purpose of using our website, its content or any service supplied by us in the manner in which they are intended to be used.

Disclaimer

Information within our website may change from time to time. In particular, we reserve the right to change the contents of any listing and/or withdraw any listing at any time without notice. While every effort will be made to ensure that the information contained within our website is accurate and up to date, we make no warranty, representation or undertaking (whether expressed or implied) as to the accuracy, completeness, or usefulness of any information contained in our website, nor do we assume any legal liability (whether direct or indirect) or responsibility for the accuracy, completeness, or usefulness of any information contained in our website.

We disclaim any liability in relation to any corruption or loss of data or other content which you or anyone else may experience as a result of using our website, its content or any service supplied by us, or any problems which you may encounter in viewing or navigating our website.

We disclaim any liability in relation to the acts or omissions of any third parties in relation to any default by them in relation to the provision of or access to, our website, its contents or any service supplied by us.

We are not a contracting party to any sale transaction facilitated through our website. All transactions are conducted at the parties' own risk and we accept no responsibility or liability for the quality or fitness of any listed property, any representations made concerning any listed property, or a party's title to any particular property.

Disclaimer of Other Sites

Links to websites outside of our website are provided as a convenience to you. We do not necessarily endorse the content of such third party websites. We make no warranty, representation or undertaking (whether expressed or implied) as to the accuracy, completeness or usefulness of the information in the links, nor do we assume any legal responsibility for the accuracy, completeness or usefulness of the information in the links.

Liability

We (including our officers, employees and agents) will not be liable, whether in contract, tort (including negligence), equity or on any other basis to you or any third party for any direct, indirect or consequential damage, loss, cost or expense (including, without limitation, damage to property, injury to persons, loss of profits, loss of data or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings which you might have had, denial of service or access to our website) arising from the use of our website, its content or any service supplied by us.

If, notwithstanding the clause above, a court of competent jurisdiction holds us (or any of our officers, employees or agents) liable in respect of any matter arising under or incidental to these terms and conditions, our total aggregate liability will be limited to the sum of £100.

Nothing in these terms and conditions is intended to affect any rights which you may have under such legislation which we are unable by law to exclude or limit in accordance with these terms and conditions.

You will be liable for all losses if you act fraudulently at any time, either alone or together with any other person, in using our website or any service supplied by us. You are also liable for losses where any act or omission of yours has contributed to causing those losses.

The Client understand the information provided in regards to the details of the property(s) is for my personal use only and will not be disclosed to any third parties without the written permission of EPS.

The Client will not attempt to contact the vendor or agent directly before or after the viewing without the written permission of EPS.

EPS makes no warranty in respect of the property condition (the Client is advised to obtain a full structural survey and legal advice on the purchase) EPS hold no responsibility or liability for the purchase of the property and only provide a sourcing service. Potential rental yields and property values may vary.

Auction Pricing

The Client agrees to pay EPS the introduction fee of:

up to £125'000 - **£1500**

£125'001 to £250'000 - **£2500**

£250'001 to £500'00 - **£3500**

£500'001 to £1'000'000 - **£5000**

£1'000'001 to £5'000'000 - **£7500**

£5'000'001 to £10'000'000 - **£10000**

ALL fees are payable in full for the purchase of the property at the end of the auction or outright purchase. All fees are payable to Easy Property Solutions (UK) Ltd.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Description of Services

EPS provides UK property sourcing services, including comparable property information, Financials, local information and expert knowledge (EPS are not liable by the information that's obtained and provided via the public domain). Furthermore EPS will provide contacts and viewing information allowing the client or its appointed representative to view the properties(s).

Arbitration

Any controversy or claim arising out of or relating to this Agreement, or its breach, shall be settled by arbitration, by one mutually agreed upon arbitrator, in London, UK in accordance with the governing rules of UNCITRAL. Any arbitral award shall be final and not subject to appeal in any manner. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This arbitration clause does not prevent any Party from requesting interim or conservatory measures from the courts.

Transmission of This Agreement

The transmission of this agreement through Yahoo Messenger, MSN Messenger, Skype, Gmail or any similar programs, tele-fax or e-mail shall be legal and binding.