

TWPN GoBuy PRO APP (Paid Version)

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING AND/OR CONTINUING TO USE THE PROPERTY PING APP.

BY DOWNLOADING THE APP FROM ANY OF OUR APPROVED APPSTORE PROVIDERS ("APPSTORES") AND CONTINUING TO USE THE APP YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT DOWNLOAD OR USE THE APP.

1. Who we are and what these terms do

"We" refers to **The World Property Network Global Limited** trading as "[TWPN.com](http://www.twpn.com)" (company number 13804852), a company registered in England and Wales and our registered office and trading address is at 63-66 Hatton Gardens, Fifth Floor, Suite 23. London, EC1N 8LE.

We operate the website <http://www.twpn.com>

We license you to use:

- the 'TWPN GoBuy' mobile application software, the data supplied with the software, (the **"App"**) and any updates or supplements to it;
- the related online documentation (the **"Documentation"**); and
- the content we provide to you through the App, as permitted in these terms.

We recommend that you print or download and store a copy of these terms for future reference.

2. Your privacy

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Policy](#) and it is important that you read that information. In particular, when you indicate your interest and enquire about a particular property listed within the App, your personal data will be processed in accordance with our Privacy Policy.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. Fees and Payment

When purchasing a subscription to use this App, you make your purchase through the applicable Appstore, subject to the terms and conditions of the Appstore. The payment terms for such subscriptions will be made clear to you before you agree to pay for such subscription, and the relevant payment terms are incorporated into these terms by reference.

We may change the price or features of such subscriptions at our discretion but will always give you notice of any such change to pricing or features. We accept no responsibility for any losses you may incur by failing to change or cancel a subscription after we have informed you of any changes to the pricing or features of such a subscription.

If you pay via an auto-renewing subscription, your subscription will be automatically renewed at the end of the relevant subscription period unless you cancel it. If you do not cancel it, you will be charged in advance for the next subscription period. You can modify or cancel your auto-renewing subscription by changing your settings within the applicable Appstore. If you cancel a subscription before the end of the relevant subscription period, you will not be entitled to a refund in respect of the remaining period.

For more details, see:

iOS: <https://support.apple.com/en-us/HT202039>

Android: <https://support.google.com/googleplay/answer/2476088>

If you think that you may be entitled to a refund in respect of any subscription, you should contact the applicable Appstore, as we are not able to process refund requests.

4. Appstore and Open-Source Software Terms

The ways in which you can use the App and the Documentation may also be subject to the conditions, rules or policies applied by the Appstore from which you download the App or, if any open-source software is included in the App, the terms of an open-source licence. Where there are any differences between these terms and the conditions, rules or policies applied by an Appstore or the terms of an open-source licence, the relevant terms of the Appstore conditions, rules or policies or of the open-source shall apply.

5. Additional terms for property real estate brokers, estate agents and property developers

If you use the App as a real estate broker or estate agent who has applied to list properties on www.TWPN.com, or as an employee or other representative of any such real estate broker or estate agent, our Broker and Estate Agents Terms and Conditions (which you accepted when applying to list properties on www.TWPN.com) will apply to your use of the App, and if there is any conflict between these terms and the Broker and Estate Agents Terms and Conditions, the relevant terms of the Broker and Estate Agents Terms and Conditions will apply.

If you use the App as a property developer who has applied to list properties on www.TWPN.com, or as an employee or other representative of any such property developer, our Property Developer Terms and Conditions (which you accepted when applying to list properties on www.TWPN.com) will apply to your use of the App, and if there is any conflict between these terms and the Property Developer Terms and Conditions, the relevant terms of the Property Developer Terms and Conditions will apply.

6. Support for the App and how to tell us about problems

Contacting us (including with complaints). If you think the App is faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support@TWP.com.

How we will communicate with you. If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

7. How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download a copy of the App onto up to three devices and view, use and display the App on such devices for your personal purposes only;
- use any Documentation to support your permitted use of the App; and
- receive and use any free supplementary software code or update of the App incorporating 'patches' and corrections of errors as we may provide to you.

You are responsible for ensuring that your device meets the technical requirements of this App.

8. You must be 18 to accept these terms and download the App

You must be 18 or over to accept these terms and download the App.

9. You may not transfer the App to someone else

We are giving you personally the right to use the App as set out in the 'How you may use the App' section above. You may not otherwise transfer the App, in whole or in part (including object code and source code) to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

10. Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will notify you of a change when you next start the App.

If you do not accept the notified changes, you are not permitted to continue to use the App. If you continue to use the App, you will be deemed to have accepted such changes to these terms.

11. Updates to the App

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

We do not guarantee that the App, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

12. If someone else owns the device you are using

If you download or stream the App onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the device.

13. We may collect technical data about your device

By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any services to you.

14. We may collect location data (but you can turn location services off)

The App will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use the App, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services.

15. We are not responsible for websites we link to

Where the App contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or any information, products or services you may obtain from them.

We have no control over the contents of those sites or resources or over any such products or services.

We are not acting as an intermediary, supplier, introducer, adviser or broker for any financial services. You may see advertisements in the App or be otherwise invited to enquire about financial services, including mortgages and insurance products, but these services and the suppliers who offer these services are not connected with us.

16. We are not responsible for subsequent transactions

Where you use our App to enquire about a property listed in the App, your contact details will be sent by email to the estate agent, broker, property developer or other person who is marketing the property that you have enquired about in accordance with our Privacy Policy.

We will not be liable for any subsequent communications that you receive from such estate agent, broker, property developer or other person and we shall not be a party to, or otherwise responsible for, any transaction that you may enter into in relation to any property listed in the App.

17. Registration on the App

Where you complete the registration form to create an account via the App, you are responsible for ensuring that the information that you provide is complete and accurate and not misleading in any respects.

It is your responsibility to update and maintain any changes to that information (including your e-mail address and other contact details) by altering your details via the interface available in the App.

As part of the 'global concierge service' offered by us, and as a customer care and quality control system intended to ensure high levels of user experience, we reserve the right to advertise other properties and property related services and products to you after you have completed the registration form or otherwise filled in a property enquiry form.

18. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@TWP.com.

19. Licence Restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Documentation, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Documentation nor permit the App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

- is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

20. Acceptable use restrictions

You must:

- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system.
- not misuse any forms within the App, and any forms submitted must be genuine enquiries;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running the App; and
- not use the App to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);

21. Intellectual property rights

All intellectual property rights in the App and the Documentation throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Documentation other than the right to use them in accordance with these terms. We reserve all our rights in the App and the Documentation.

22. Our responsibility for loss or damage suffered by you

Where the App contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to the App or any content on it and any other terms or conditions that you seek to impose or incorporate.
- These terms are the whole agreement between you and us, and you acknowledge that you have not entered into these terms in reliance on any warranty or representation made by us.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the App; or
 - use of or reliance on any content displayed on the App.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you downloaded the App terms, both we and you knew it might happen.
- Please note that we only provide the App for domestic and private use. You agree not to use the App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

Limitations to the App: The App is provided for general information purposes only. The App does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information (including property information) is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

Check that the App is suitable for you: The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the applicable Appstore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control: We will not be liable for any failures resulting from circumstances beyond our reasonable control, including, for example, internet errors or unavailability or failure of third-party hardware or software.

23. Breach of these terms

When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate. If what you have done can be put right, we will give you a reasonable opportunity to do so.

A material breach of these terms, being the terms upon which you are permitted to use the App, may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the App;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

To the extent possible under applicable law, we exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

If we end your rights to use the App:

- You must stop all activities 8rganizati by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

24. We are not responsible for viruses and you must not introduce them

We do not guarantee that the App will be secure or free from bugs or viruses. We will not be liable for any loss or damage caused by a virus, denial of service attack or other technologically harmful material that may affect your device or other computer equipment due to your downloading or use of the App or use of any website linked to it.

25. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another or8ganisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

26. You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

27. No rights for third parties

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.

28. If a court finds part of these terms illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

29. Even if we delay in enforcing these terms, we can still enforce them later

Even if we delay in enforcing these terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

30. Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

--END--