THE WORLD PROPERTY NETWORK
- where people and property connect.

TWPN – Site Visitor Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS

Your attention is drawn in particular to Condition 8 (warranty) and Condition 9 (limitation on liability).

INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Condition 1.1 shall, unless the context otherwise admits, apply in these Terms and Conditions:

"Agent":	means any of Our affiliated estate agents and property developers, being the person, company or organisation who agrees to promote and advertise the Properties on Our Website;
"Intellectual Property Rights":	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business, and domain names, rights in trade dress or get-up, rights in goodwill, or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Properties":	means all the properties that Our Agents have received direct instructions to sell, lease, or otherwise dispose of and each shall be a "Property";
"Terms and Conditions":	these terms and conditions;
"Us", "Our", "We":	refers to **The World Property Network Global Limited** trading as "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. and its subsidiaries, employees, officers, agents and affiliates;
"Website and APP":	means www.TWPN.com or www.TheWorldPropertyNetwork.com or any other websites or mobile applications, including the **TWPN GoBuy APP** that We or any of our affiliates shall operate from time to time;
"You", "Your":	refers to You as the individual who signs up to the Website and registers with Us in order to use the Website and the services that We offer.

1.2 In these Terms and Conditions:

1.2.1 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2.2 Words in the singular include the plural and in the plural include the singular.

1.2.3 A reference to one gender includes a reference to the other gender.

1.2.4 A reference to a Condition shall be to a condition within these Terms and Conditions.

1.2.5 Condition, schedule and paragraph headings do not affect the interpretation of these Terms and Conditions.

1.2.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.2.7 Any obligation in these Terms and Conditions on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

2 APPLICATION OF CONDITIONS

2.1 The agreement between Us and You shall be on the terms and conditions set out in these Terms and Conditions to the exclusion of all other terms and conditions, including any terms or conditions endorsed on, delivered with, referred to in, or contained in, Your acceptance of these Terms and Conditions, or implied by law, trade custom, practice or course of dealing.

2.2 By clicking "Agree" to accept these Terms and Conditions, You agree to be bound by these Terms and Conditions. If You do not agree to be bound by these Terms and Conditions, You may not use or access the Website nor use and access the Website in the future.

2.3 These Terms and Conditions shall apply to all of Our relations with You and any variation to these Terms and Conditions and any representations about the services provided by Us shall have no effect unless expressly agreed by Us or on Our behalf. You acknowledge that You have not relied on any statement, promise or representation made or given by Us or on Our behalf which is not set out in these Terms and Conditions.

2.4 We may change these Terms and Conditions at Our discretion by changing the Terms and Conditions on the Website. Please review the Website regularly to ensure that You are aware of any changes made by Us. Your continued use of the Website after such changes have been made to the Terms and Conditions means that You agree to be legally bound by the Terms and Conditions as updated and/or amended. If You do not agree to be bound by the amended Terms and Conditions, You may not use or access the Website nor use and access the Website in future.

3 OUR OBLIGATIONS

3.1 When you indicate your interest and enquire about a particular Property, we will e-mail Your personal information to the relevant Agent for that particular Property. By accepting these Terms and Conditions, you consent to Us providing this information to the relevant Agent.

4 YOUR OBLIGATIONS AND CONDUCT

4.1 You agree that You will not use the Website or any of the services on the Website as follows:

4.1.1 To send, receive, upload, download, store, use, distribute or publish any material that is offensive, abusive, indecent, defamatory, obscene, or in breach of any other person's Intellectual Property Rights or breaches any obligation of confidentiality by which You are bound;

4.1.2 To send or distribute multiple unsolicited emails or messages (i.e. 'spam') or to cause any other person annoyance, inconvenience or worry;

4.1.3 To threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

4.1.4 For any purposes connected to any business, including sending any unsolicited advertisements or promotional material;

4.1.5 To modify, access or make available data stored on a computer device which You have accessed through our network (unless otherwise permitted by the Website or these Terms and Conditions);

4.1.6 To damage, interfere with or disrupt access to the Website or do anything which may interrupt or impair its functionality;

4.1.7 To make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "Trojan horses", "worms" or any other harmful software;

4.1.8 To obtain or attempt to obtain unauthorised access, through whatever means, to the Website or other services made available on the Website; or

4.1.9 To set up any links controlled by you to any micro site, except to the home page of a particular website, without Our express written permission.

4.2 You agree to indemnify Us and hold Us harmless from and against any costs, losses, damages, liabilities or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, arising from Your use of, or conduct on, the Website or the services on the Website in contravention of these Terms and Conditions.

4.3 You agree that You are solely responsible for ensuring that Your computer system meets all relevant technical specification necessary to use this Site and that Your computer system is compatible with this Site.

4.4 You agree that You must not include links to the Website in any other website without Our prior written consent. In particular (but without limiting the foregoing) You must not include in any other website any "deep link" (whether by hypertext linking, deep-linking, framing, tagging or otherwise) to any page on the Website other than the homepage without Our prior written consent.

5 REGISTRATION

5.1 You warrant that the information provided in the registration form is complete and accurate and not misleading in any respect. It is Your responsibility to update and maintain any changes to that information (including Your e-mail address and contact details) by altering Your details as appropriate.

5.2 TWPN offers a global concierge service. Accordingly, TWPN reserves the right without exception to offer additional property and associated property related services and products to any site visitor that completes the TWPN registration, and the TWPN registration property enquiry form.
TWPN reserves the right to offer these property and associated property related services and products to their site visitors after the expiration of three days from the initial property form registration being sent to the listing company.
This is a customer care and quality control system to ensure high levels of user experience with TWPN consumers and site visitors.

5.3 By proceeding, you consent to receive calls and texts at the number you provided, including marketing by autodialer and prerecorded and artificial voice, and email, from www.TWPN.com and others about your enquiry and other property related matters. You don't need to consent as a condition of buying any property, goods or services. You also agree to our Terms and conditions and to our Privacy Policy regarding the information relating to you. Message/data rates may apply. This consent applies even if you are on a corporate, state or national Do Not Call list.
You agree that You are responsible for the security and use of any usernames or passwords

5.4 needed to access or use the Website or any of the services on the Website. You must take all

reasonable steps to ensure that these usernames and passwords are kept confidential and secure and You do not allow any unauthorised person to access the Website or any of the services on the Website using Your user name or password. You must notify us immediately of any unauthorised use of Your username or password or any other breach of security of the Website of which You become aware.

Registration is for a single user only. On registration, We do not allow any of the following:

5.4.1 Any other person sharing Your username and password or pin number;

5.4.2 Access through a single username and password or pin number being made available to multiple users on a network.

5.5 We will not be liable for any unauthorised transactions made using Your username, pin number or password.

6 INTELLECTUAL PROPERTY

6.1 All Intellectual Property Rights and all other rights in this Website shall be owned by Us. You may download material from this Website for the sole purpose of using this Website. However, You must not copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material or information on or downloaded from this Website without Our prior written consent.

6.2 You agree not to carry out any act or omit to carry out any act which is in any way detrimental to Our Intellectual Property Rights.

6.3 By submitting any material to Us, You automatically grant Us the royalty-free, perpetual, irrevocable, exclusive right and license to use reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed for the full term of any rights that may exist in such content. You acknowledge that We are not obliged to publish any material submitted by You

7 BARRING FROM THE SITE

7.1 We reserve the right to bar You from the Website, on a permanent or temporary basis at Our sole discretion. You shall be notified and must not then attempt to use this Site under any other name or through any other user.

8 WARRANTY

8.1 Whilst We endeavour to ensure that any material available for downloading from the Website is not contaminated in any way, We do not warrant that such material will be free from infection, viruses and/or similar code.

8.2 Due to the nature of software and the internet, We do not warrant that Your access to, or the running of, the Website will be uninterrupted or error free. We shall not be liable if We cannot process Your details due to circumstances beyond our reasonable control.

8.3 The information provided on this Website is for general interest only and does not constitute specific advice. You should not rely on any material in this Website to make (or refrain from making) any decision or take (or refrain from taking) any action. We cannot verify these details and therefore make no representations as to their accuracy or completeness. If You rely on these details, You do so at Your own risk.

8.4 This Website contains links to websites operated by third parties. You agree that We have no control over such third-party content and information on the Website or accessed through the

Website and you acknowledge that We do not examine the nature and content of the information being accessed through the Website. We are therefore excluded from any liability whatsoever of any kind arising from such third-party content or information. We make no warranties or representations as to the accuracy of any information contained in or accessed through the Website. The links are for Your convenience only. We do not recommend any products or services advertised on those websites. If You decide to access any third-party website linked from this site, You do so at Your own risk.

8.5 The information, documents or other items provided or available in the Website may contain technical inaccuracies and typographical errors. We make no representations as to its accuracy.

8.6 The information in the Website may be updated from time to time and may at times be out of date. We accept no responsibility for keeping the information in these pages up to date or liability for any failure to do so.

8.7 We make no warranty or guarantee that the Website or information available over it complies with laws other than those of England.

8.8 We are not an agent for and do not represent those persons, companies and other organisations whose goods or services may be displayed or referred to on the Website. Any goods or services purchased, obtained or offered to You through the Website, whether accessed directly or otherwise, are provided subject to the terms and conditions of the supplier for those goods or services. As such, We make no warranty whatsoever in relation to those goods or services.

9 LIMITATION OF LIABILITY

9.1 The Website is provided on an "as is" and on an "is available" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement of title, compatibility, security and accuracy.

9.2 Nothing in these Terms and Conditions will be deemed to exclude Our liability to You for death or personal injury arising from Our negligence, or for fraudulent misrepresentation.

9.3 Subject to Condition 9.2, We do not accept any liability for loss of Your password or Your unique user ID caused by a breakdown, error, loss of power or otherwise caused by or to Your computer system.

9.4 Subject to Condition 9.2, We accept no liability for any loss suffered as a result of Your use of the Website or reliance on any information provided on it and exclude such liability to the fullest extent permitted by law.

9.5 Subject to Conditions 9.1 to 9.4 inclusive, We shall not be liable to You for:
(a) any indirect, consequential, special or pure economic loss, damage, costs and expenses;
(b) loss of profit;
(c) loss of business;
(d) loss of reputation; or
(e) depletion of goodwill or loss of, damage to or corruption of data.

9.6 When you use the Website to enquire about a particular Property, Your details (including Your email address and contact details) will be sent by email directly to the Agent marketing the Property that You are enquiring about. We do not accept any liability for any subsequent communications that You receive directly from that Agent. We are not a party to, or responsible for, any transaction concerning Properties on the Website. All agreements in respect of such Properties are entered into by You and the relevant third party.

10 FINANCIAL SERVICES AUTHORITY

10.1 We do not act as an intermediary, supplier, introducer, adviser or broker for any financial service. You may see advertisements or be otherwise invited to enquire about financial

services, including mortgages and insurance products, however these services and the suppliers who offer these services are not connected with Us.

11 **CONFIDENTIALITY**

11.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us, Our employees, agents or sub-contractors and any other confidential information concerning Our business or Our products which You may obtain.

11.2 This Condition 11 shall survive the termination of these Terms and Conditions howsoever arising.

12 **FORCE MAJEURE**

12.1 We shall have no liability to You under these Terms and Conditions if We are prevented from or delayed in performing Our obligations under these Terms and Conditions or from carrying on business by acts, events, omissions or accidents beyond Our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving Our workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire or storm.

13 **WAIVER**

13.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

13.2 Unless specifically provided otherwise, rights under this Agreement are cumulative and do not exclude rights provided by law.

14 **SEVERANCE**

14.1 If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

14.3 We both agree, in the circumstances referred to in Condition 14.1 and if Condition 14.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. While an attempt at substitution is made the obligations of the parties under any invalid or unenforceable provision of these Terms and Conditions shall be suspended.

15 **ASSIGNMENT**

15.1 You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.

15.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights of obligations under these Terms and Conditions.

16 **LEGAL JURISDICTION**

16.1 English law shall apply to these Terms and Conditions. You irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions and for those purposes irrevocably submit all disputes to the exclusive jurisdiction of the English courts.

17 **NOTICES**

17.1 All notices shall be given:

17.1.1 To Us, in writing by electronic mail or by first class recorded post to **The World Property Network Global Limited** 63-66 Hatton Gardens, Fifth Floor, Suite 23. London, EC1N 8LE

17.1.2 To You, by electronic mail to the e-mail address that You provided to us at the point of Your registration.

17.2 Notice shall be deemed to have been received:

17.2.1 if sent by first class recorded post two working days following the date of dispatch; or

17.2.2 if sent by electronic mail simultaneously with delivery or receipt of transmission if during normal office hours and if not then at 9.00am on the next working day;

17.3 Either party may, by at least fifteen (15) days' notice to the other party, change its business address, postal box, or electronic mail address. Communication shall thereafter be sufficiently given if sent as provided to the destinations specified in such notice of change.

18 **DATA PROTECTION**

18.1 By agreeing to be bound by these Terms and Conditions, you are consenting to us collecting and storing certain personal information about you. You agree that when you provide personal information to Us through the Website:

18.1.1 We will use Your information together with other information for administration, marketing, credit scoring, customer services and profiling Your purchasing preferences. We will disclose Your information to Our service providers, business partners and Agents for these purposes. We may keep Your information for a reasonable period.

18.1.2 When you visit Our website, We may send You a cookie. A cookie is a small file that can be placed on Your computer's hard disk and allows Us to recognize You when You come back to the Website. We may use the cookies to do the following (non-exhaustive) list of activities:

18.1.2.1 To help Us to recognise You when you next visit the Website; and/or

18.1.2.2 To compile anonymous statistics related to the take up or use of services, or to patterns of browsing. A third party may collect such data on Our behalf to measure Website performance. Information collected is aggregated for reporting purposes. No personally identifiable information is collected by this service. The use of this service assists Us in measuring and improving the structure and ease of use of our Website.

18.2 You are not obliged to accept cookies and may modify your browser so that it will not accept cookies. Please be aware that if You disable cookies, You will not be able to take full advantage of all the services on Our Website.

18.3 We may use a third party to serve advertisements on Our site. Cookies may be associated with these advertisements to enable the advertiser to track the number of anonymous users responding to the campaign. We do not have access to or control of cookies placed by third parties.

18.4 By accepting these Terms and Conditions you agree that we may pass Your information to our Agents. We or they may contact you by mail, telephone, SMS or e-mail to let you know about any Properties which may be of interest to You.
You also agree that we may pass Your information to any organisations who are Our business partners who may contact you by mail, telephone, SMS or e-mail to let you know about any other goods, services or promotions which may be of interest to You. You may opt out of receiving such information by contacting us by post, e-mail or telephone but remember that this will preclude You from receiving any of our special offers or promotions in future.

18.5 Your personal details will be disclosed where We are obliged or permitted by law to do so. If You post or send offensive or objectionable content anywhere on or to the Website or otherwise engage in any disruptive behaviour on the Website, We can use whatever information that is available to Us about You to stop such behaviour. This may involve informing relevant third parties such as Your employer and law enforcement agencies about the content and Your behaviour.

18.6 You have a right to ask for a copy of Your information (for which We charge a small fee) and to ask Us to correct any inaccuracies in Your personal details (which is free). To make sure We follow Your instructions correctly and to improve our service to You through training of Our staff, We may monitor or record telephone calls.

19 **CUSTOMER FEEDBACK**

19.1 We operate a system to ensure that all customer feedback is dealt with fairly and consistently and is properly recorded. We welcome any suggestions that You make about how We may improve our service. Please e-mail Us at support@TWPN.com with your suggestions. Our aim is to acknowledge all customer feedback; however, this cannot be guaranteed.

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