

TERMS OF USE

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS.

IMPORTANT INFORMATION IS SET OUT BELOW CONCERNING YOUR RIGHTS AND OBLIGATIONS WHEN USING WWW.SAFEBUYINGABROAD.COM (the "Web-Site").

A. Introduction

1. "We" are Safe Buying Experience Limited, incorporated in England with registered number 06225139. Our registered address is Sir Peter Blake House, 10 Sherlock Mews, London W1U 6DR. We can be contacted at enquires@safebuyingabroad.com.
2. Together with our Privacy Statement, which is incorporated herein, these terms are collectively known as the "Terms".
3. These Terms constitute a legal agreement between us. We may alter these Terms at our sole discretion by modifying them on the Web-Site. The latest version of these Terms will apply whenever you use this Web-Site.
4. You agree to be bound by these Terms. If you do not agree, you may not use this Web-Site.

B. Intellectual Property

1. The logo **SBE** is our European trademark and may not be used or copied without our prior written consent.
2. All intellectual property rights of the Web-Site, which are deemed to include, without limitation, all trade marks, links, graphics and code, is our property or the property of licensor(s) or partners. Subject to these Terms, you may download (but not copy, pass-off, modify or otherwise change) material from the Web-Site for the sole purpose of using this Web-Site.

C. Use of this Web-Site

1. You are not authorised to include links to this Web-Site in any other website without our express prior written consent.
2. You are given notice that any attempt to hack-into, misuse or otherwise disrupt this Web-Site is illegal and will result in prosecution.
3. You accept sole responsibility for ensuring that your computer system meets the required technical specifications necessary to use this Web-Site properly.
4. You must fully complete the registration form on our Web-Site in order to be contacted with further information about the properties in which you are interested. We retain full discretion as to whether to accept your registration form or not and may at our discretion choose not to send you any further information.
5. You warrant that it is your sole responsibility to keep confidential any passwords or registration details that may be given to you for use on this Web-Site and undertake to notify us immediately of any unauthorised use of them or any other breach of security of this Web-Site of which you become aware.
6. You warrant that all information provided by you for the purposes of registering with us is accurate and complete.

7. At our sole discretion, we reserve the right to restrict access to this Web-Site, whether on a permanent or temporary basis.

D. Third Party Information

1. The property details shown on the Web-Site are provided to us by the developers whose properties we have accredited. While we endeavour to ensure the legality of each property according to a strict accreditation procedure, we do not make site visits of each property and therefore cannot verify these details and make no warranties or representations as to their accuracy or completeness. If you rely on these details, you do so at your own risk.
2. For your convenience, this Web-Site contains links to other sites operated by third parties over which we have no control. No recommendations as to services or products and no warranties or representations as to the accuracy or completeness of any information appearing in relation to any such sites is made by us. Should you decide to access any third party site linked from the Web-Site, you acknowledge that you do so at your own risk.

E. Warranties

1. We give no warranty that your access to the Web-Site will be uninterrupted or error free and you acknowledge that there may be times when we cannot process your registration due to circumstances beyond our control.
2. No warranty is given that the information included on the Web-Site is free from viruses or similar code and no responsibility is taken for the same. While we endeavour to keep the Web-Site virus free, you accept this risk when accessing any data or information on this Web-Site.
3. Our Accreditation of developments takes place before properties are permitted to be shown on this Web-Site. As such, no warranty is given that, over time, circumstances may have changed which may affect such accreditation. Although we take reasonable efforts to update our information, no responsibility is accepted for changes in circumstances of which we are not reasonably aware or in respect of which we are not informed by the relevant developers or third parties.
4. We make no warranty or undertaking that this Web-Site complies with laws other than those of England and Wales.

F. Liability

1. Nothing in these Terms seeks to exclude any liability to you for personal injury or death arising from our fraudulent misrepresentation or negligence.
2. Subject to point 1, we accept no liability for any loss suffered as a result of your use of this Web-Site or reliance on any information provided on it and exclude such liability to the fullest extent permitted by law.
3. When you register interest in a property or properties, you give us permission to pass on certain details to the relevant developer or third party, in order to provide you with further appropriate information. We do not accept any liability for any subsequent communications that you receive directly from the developer or other third party.
4. Subject to point 1 above, we are not to be held liable for any damage or loss arising from any of the events listed in Clause E (*Warranties*) above, or any other circumstances beyond our reasonable control.
5. At our sole discretion, we may from time to time operate such systems as we see necessary to prevent automated programs being used to obtain unauthorised access to our system and the Web-Site. Subject to

point 1, we shall not be liable to you for any consequences connected with or arising out of any use or attempted use of automated programs to obtain unauthorised access to our systems or Web-Site.

6. Subject to point 1, we will not be liable to you for any loss of profit; any indirect, consequential, special or punitive loss, or any costs, damages and expenses; loss or damage to any data; loss of reputation; or loss of any business.

G. General

1. The laws of England and Wales will apply to these Terms.
2. It is agreed 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, subject that you acknowledge that we may, at our sole discretion and in the alternative, bring or defend any action in the courts of Spain, and you waive any objections to the same.
3. These Terms are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance on any warranty or representation made by us.
4. If a court decides that any part of these Terms is unenforceable, this will not be deemed to affect the rest of the Terms which will continue to apply.
5. Any failure or delay on our part in exercising any right under these Terms shall not prevent the exercise of any of our rights.
6. Any rights under these Terms are not assignable by you.
7. We may at any time and at our discretion change the information and/or content of the Web-Site or suspend or discontinue any aspect of this Web-Site.
8. All notices will be sent via electronic mail and will be deemed to have been received on receipt (or, when received on a UK or a Spanish national holiday, or on a Saturday or Sunday, the next business day following the day of receipt). Any notifications to us should be made to enquires@safebuyingabroad.com.
9. A person who is not a party to these Terms may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.