

ONLINE ADVERTISING AGREEMENT

WHEREAS, the Owner owns and operates a web site known and located at <http://www.mypropertysearch.co.uk/> (the "Website"),

WHEREAS, the Purchaser desires to have an Advertisement placed on www.mypropertysearch.co.uk to promote its products and/or services for a term of 12 months from the Commencement Date until the termination of this Agreement at the expiration of the said term.

This is a promotional offer for estate agents to advertise their properties free of charges for 12 months from the commencement date.

- 1.1 The Customer's Order shall only be deemed to be accepted when the Owner issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 1.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2. The Owner shall publish the Customer's Advertisement on the Website for a period of 12 months. If the Customer desires to remove the Advertisement from the Website prior to the end of this period, the Customer must request the Owner in writing.
3. Payment
This is a promotional offer for estate agents to advertise their properties free of charge for 12 months from the commencement date. The owner shall inform the customer about future payment options before end of promotion offer by 30 days' notice. The Customer shall reserve the right to stay with owner for publication of the advertisement on the Website with agreed payment plan at that time or can terminate agreement by giving 30 days' notice in writing. All late payments at that are subject to interest accrued at the rate of 1.5% per month, or up to the maximum amount allowed by law, whichever is greater. In the event that the Customer defaults in making the full payment, the Owner reserves the right to suspend the Advertisement posted on the website or terminate this agreement.
4. Terms and Conditions
The Customer agrees to be bound by this agreement and the terms and conditions and in placing a purchase for the provision of advertising services agrees to be bound by the said agreement and terms. [Click here to see terms and conditions.](#)

TERMS AND CONDITIONS

1. Interpretation

1. Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 8.

Commencement Date: The Customer's Order shall only be deemed to be accepted when the Owner issues written acceptance of the Order at which point and on which date the Contract shall come into existence

Contract: the contract between the Owner and the Customer for the supply of Services in accordance with these Conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Customer: the person or firm who places an Order with the Owner to publish an advertisement on its website www.mypropertysearch.co.uk

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in the Customer's purchase order form

Owner: TAJPURIYA GROUP LIMITED a company incorporated in England and Wales with registered number 10206433 whose registered office is at Lakeside House, 1 Furzeground Way, Stockley Park East, Uxbridge, Middlesex, England, UB11 1BD (the "Owner");

Services: the services, including the Deliverables, supplied by the Owner to the Customer as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Owner to the Customer.

2. Interpretation:

2.1.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2.1.2 Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.1.3 A reference to writing or written includes fax and email.

3 Basis of contract

3.1 The Order constitutes an offer by the Customer for publication of its Advertisement on the Owner's Website. The Order shall only be deemed to be accepted when the Owner issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

3.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4 Advertising

4.1 The Owner shall display the Customer's advertisement in accordance with the Specification in all material respects.

4.2 The Owner shall use all reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 The Owner shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Owner shall notify the Customer in any such event.

4.4 The Owner reserves the right to review and approve the suitability of the Advertisement submitted. The Owner may reject or cancel any Advertisement for any reason which it believes in good-faith to be detrimental. If the Owner so rejects Customer's Advertisement or terminates its display, then this Agreement shall be terminated, and Owner will return any prepaid advertising fees to Customer.

5 Customer's obligations

The Customer shall:

- 5.1.1 ensure that the terms of the Order and any information it provides by way of Specification are complete and accurate;
- 5.1.2 co-operate with the Owner in all matters relating to the Services;
- 5.1.3 provide the Owner, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Owner;
- 5.1.4 provide the Owner with such information and materials as the Owner may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- 5.1.5 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the advertising is to commence
- 5.1.6 not request advertising to be published by the Owner where there is
 - (i) any content promoting the use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content;
 - (ii) any content which is explicative or inappropriate language;
 - (iii) content promoting illegal activity, racism, hate, "spam", mail fraud, pyramid schemes, or investment opportunities or advice which is not permitted under law;
 - (iv) content that is libellous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by the Owner in its sole discretion.

6.1 Customer Warranties

The Customer warrants to the Owner that:

(i) Customer has the right and authority to enter into and perform its obligations under this Agreement;

(ii) the Advertisement shall conform to the description and specifications set forth by Owner;

(iii) the Advertisement shall not constitute or be the subject of a notice or claim of any false designation of origin, false advertising or unfair competition under the law of any country;

(iv) the Advertisement does not and shall not contain or be alleged to contain any content, work, name, mark, designation, materials or link that actually or potentially violates any applicable law or regulation, or infringes any proprietary, intellectual property, contract or tort right of any person or misappropriates a person's trade secret, name, likeness or identity;

(v) the Advertisement contains no viruses, worms, malicious code, trap doors, back doors, timers, clocks, counters, FTP servers, or other limiting routines, instructions or designs, and no web beacons, web bugs, spy ware or other similar hidden or transparent code, script, or routine designed to gather, track or transmit information about Owner or the users of the Website; and

7. Disclaimer

The services and site are provided "as is" without warranty of any kind, express or implied and any use of the services or Website are at Customer's sole risk. The Owner does not warrant that the services or Website will be uninterrupted or error free, nor does Owner make any warranty as to the performance or any results that may be obtained by use of the services or Website. Owner makes no other warranties, express or implied, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, concerning the subject matter of this agreement.

8. Charges and payment

8.1 The Charges

- (i) shall be calculated in accordance with the Owner's standard monthly fee rates, as set out in the ONLINE ADVERTISING AGREEMENT
- (ii) The Customer shall pay each invoice submitted by the Owner immediately; and
- (iii) time for payment shall be of the essence of the Contract.

9. Proprietary Rights

9.1 The Customer acknowledges that the contents of the Owner Website, including, without limitation, all trade names, trademarks, service marks, content, text, images, software, functionality, page and other design and layout, media and other materials therein, is proprietary to or licensed by Owner, protected under copyright, trademark and other intellectual property laws and such contents may not be reproduced without the consent of Owner.

9.2 The Customer retains all right, title and interest including copyright and other proprietary or intellectual property rights in the content of the Advertisement, Customer's trade names, trademarks and service marks therein.

10. Liability

10.1 The Owner shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;

- (vi) loss of damage to goodwill; and
- (vii) any indirect or consequential loss.

10.2 Nothing in the Contract shall limit or exclude the Owner's liability for:

- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (ii) fraud or fraudulent misrepresentation;

10.3 the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11. Termination

11.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party by one months' written notice.

11.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (i) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (ii) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
- (iii) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (iv) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- (v) Without limiting its other rights or remedies, the Owner may terminate the Contract with immediate effect by giving written notice to the Customer if there is a change of Control of the Customer.

11.3 Upon termination of this Agreement, the Owner will remove the Customer's Advertisement, destroy all copies of it and cease further display of the Advertisement.

12. General

Force majeure.

12.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 **Entire agreement.**

- (i) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Variation.

12.3 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver.

12.4 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (i) waive that or any other right or remedy; or

- (ii) prevent or restrict the further exercise of that or any other right or remedy.

Severance.

12.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.6 **Notices.**

- (i) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- (ii) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the recipient's registered or trading address, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- (iii) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Third parties.

12.7 No one other than a party to the Contract shall have any right to enforce any of its terms.

Governing law.

12.8 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.