

## Website Terms of Use

### **1. Introduction**

These Terms of Use governs the use of the **James Anthony Estate Agents Ltd** (“**Our, We, Us**”), Website (<http://www.jaea.co.uk>). By using, visiting or browsing Our Website, You (“**You, Your, User**”) are deemed to accept all the Terms of Use mentioned below, if You do not agree to these Terms of Use, then do not use Our Website. For the avoidance of doubt any business to business services provisioned from Us will be subject to separate terms and conditions and this Terms of Use does not apply.

### **2. License to use the Website**

We grant You a personal, limited, non- transferable (with no right to sub-license), revocable license to view, use and download materials from Our Website for non-commercial use only. This license does not extend to any other purpose other than the rights above.

### **3. Accessing and using Our website**

You shall use and access Our Website in a responsible way.

- 3.1. You will not publish, submit, post, unlawful, harmful, abusive, mis-lead, racial, hateful, threatening, defamatory, libellous, obscene content on Our Website.
- 3.2. You will not introduce or distribute viruses, trojans, worms, spam, hack, corrupt data and denial of service attacks. Breaching this provision may see You being reported to the relevant law enforcement authorities.
- 3.3. We will not be liable for any loss or damage arising from denial of service attacks, viruses, content etc infecting Your computer equipment either from use or downloading.
- 3.4. Any linking of Our Website on Your Website is not permitted.
- 3.5. The content on Our Website is presented in good faith as general information to put into place good business practice. Any decisions You make, and the consequences there associated are borne by You.
- 3.6. Your use of any information or materials on this Website is entirely at Your own risk, for which We shall not be liable.
- 3.7. You may not frame or use any framing techniques.

### **4. No Warranties**

- 4.1. The content displayed on Our Website is provided without any guarantees, no representation, conditions or warranties as to its accuracy, completeness or suitability of materials found on this Website.
- 4.2. Access to Our Website may not be uninterrupted or not be constantly available.
- 4.3. This Website and downloads is provided “AS-IS”, with inaccuracies and it is not 100% error free. We expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

### **5. Data protection**

We manage Your Personal Data in accordance with data privacy laws including the GDPR for further information see Our privacy policy.

- 5.1. The definitions of Data Subject, Data Controller, Data Processor and Personal Data are in accordance with the Data Protection Act 2018 and the UK GDPR (where applicable EU GDPR).

5.2. Our Privacy policy is incorporated by these Terms of Use which includes but is not limited to the purpose, Data Controller and Data Processor roles, the Personal Data which We collect, third party, outside international transfers, cookies, marketing, Your rights and subject access requests.

## **6. Intellectual Property**

6.1. The Website content, photographs, images and logo of Our Website remains Our exclusive property (except for those third party registered trademarks).

6.2. Any copying, modification, publishing, storing and reproduction of the Our Website content and material in section 6.1 above by You is prohibited.

## **7. Indemnity**

You agree to indemnify, defend and hold harmless James Anthony Estate Agents Ltd and its directors, officers, employees, agents, and affiliates, from any and all third-party claims or demands, in relation to liability, copyright, intellectual property, breach of Terms of Use, damages and/or costs (including, but not limited to, reasonable legal fees) arising from Your use of this Website, Your breach of these Terms of Use, any content submitted by You or any rights of another. Provided that We are given notice of such claim or demand and the authority to defend such claim.

## **8. Limitation of liability**

In no event will We be liable for:-

- (a) Any loss of profits, income, revenue, use, business or commercial opportunities, goodwill, reputation, cost of replacement.
- (b) Any direct loss, indirect loss, special, consequential, punitive or incidental damages.
- (c) Any loss or corruption of any data, database or software.

Nothing in this Agreement will limit liability for personal injury, death, fraud or any other liability which cannot be excluded by law.

## **9. Links to external or other Websites**

Our Website may contain other Website links or content for interest. On entering the other Website, We will have no control once You exit Our Website. We exclude all responsibility and liability for Personal Data which You may submit. If You are not sure about entering Personal Data on these other Websites, please review their privacy policy.

## **10. General**

10.1. If any part of the Term of Use is unenforceable (including any provision in which We exclude Our liability to You) the enforceability of any other part of the Term of Use will not be affected all other clauses remaining in full force and effect.

10.2. We reserve the right to modify and update the Terms of Use from time to time without any further notice, please check for updates.

10.3. We operate a dispute handling procedure which We will try to resolve disputes with You when they first arise, please let us know by email.

10.4. Any notices should be sent to Our registered address and copy by email.

10.5. The above Terms of Use constitute an entire agreement between the parties and supersede any and all preceding agreements.

10.6. This Agreement shall be governed and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

