

# CROATIAGEMS

## Advertising Listings - User Terms

### WHAT'S IN THESE TERMS?

These terms tell you the rules for using the ADVERTISING LISTINGS pages of our website (on the Advertising Listings pages of our website we advertise products and services on behalf of Croatia Gems Advertisers - 3<sup>rd</sup> party companies and individuals including but not limited to real estate agents and owners, and property developers, hotel owners, hotel agents, service providers such as restaurants and bars, excursion companies, transfer companies and car hire companies): [www.croatiagems.com](http://www.croatiagems.com) (referred to as the "Site"). Throughout this document we refer to them as the "Terms". A reference to "you" or "your" is a reference to the user of this Site.

#### 1. WHO WE ARE AND HOW TO CONTACT US

##### 1.1

We are Croatia Gems Limited, a company registered in England and Wales under company number 5262834 whose registered office is at Unit 1C, Crucible Close, Mushet Industrial Park, Coleford, Glos GL16 8RE. (referred to as "we" or "us" or "our"). Our VAT number is GB 187 320 402. We are not a property sales agency. We are the providers of the Site. It is our advertisers (which include estate agents, commercial agents new home developers, overseas home owners and agents, hotel owners, hotel agents, service providers such as restaurants and bars, excursion companies, transfer companies and car hire companies) that display details for you to view.

##### 1.2

To contact us, please email [info@croatiagems.com](mailto:info@croatiagems.com) or by post to our address above.

#### 2. BY USING OUR SITE YOU ACCEPT THESE TERMS

##### 2.1

These Terms set out all of the rules and obligations that apply to your use of the Site.

##### 2.2

By using our Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site.

##### 2.3

We recommend that you print and keep a copy of these Terms for future reference. They are a legally binding agreement between you and us.

##### 2.4

These Terms may also make reference to other terms that apply when using our Site, such as our Privacy Policy and Cookie Policy. By using our Site, you consent to the processing of your data in accordance with these policies.

#### 3. WE MAY MAKE CHANGES TO OUR TERMS

##### 3.1

We amend these Terms from time to time by updating them on the Site. Every time you wish to use our Site, please check these Terms to ensure you understand the terms that apply at that time.

#### **4. WE MAY MAKE CHANGES TO OUR SITE**

##### 4.1

We may from time to time change the content of this Site or suspend or discontinue any aspect of this Site, which may include your access to it. We will try to give you reasonable notice of any major changes.

#### **5. YOUR OBLIGATIONS AND ACCEPTABLE USE**

##### 5.1

You accept 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.

##### 5.2

You must not misuse our system or this Site. In particular, you must not hack into, circumvent security or otherwise disrupt the operation of our system and this Site, or attempt to carry out any of the foregoing. This includes introducing viruses, trojans, worms, logic bombs or other material which is or could be malicious or technologically harmful. You must not misuse any forms on the Site and any forms you submit must be a genuine enquiry.

##### 5.3

You must not use or attempt to use any automated program (including, without limitation, any spider or other web crawler) to access our system or this Site, or to fill in and/or send forms on our Site, or to search, display or obtain links to any part of this Site, other than the home page at [info@croatiagems.com](mailto:info@croatiagems.com), unless the automated program identifies itself uniquely in the User Agent field and is fully compliant with the Robots Exclusion Protocol (a "Permitted Program"). You must not use any scraping technology on the Site. Any such use or attempted use of an automated program (other than a Permitted Program) shall be a misuse of our system and this Site. Obtaining access to any part of our system or this Site by means of any such automated programs (other than a Permitted Program) is strictly unauthorised.

##### 5.4

You must not upload or use inappropriate or offensive language or content or solicit any commercial services in any communication, form or email you send or submit, from or to the Site.

##### 5.5

Whenever you make use of features that allow you to upload content to our Site, or to make contact with other users via our Site, you must comply with the content standards set out in these Terms. Please see clause 6 below. You warrant that any such contribution does comply with the standards mentioned in clause 6 and you will be liable to us and indemnify us against any breach of this warranty.

#### **6. INTERACTIVE SERVICES AND CONTENT**

##### 6.1

When you fill out and submit an enquiry form on our Site, this constitutes permission for the Croatia Gems Advertiser, to which that form was submitted, to add your details to their database. The use of your data in this way is in accordance with our [Privacy Policy](#).

##### 6.2

All content that you supply us will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to

disclose your identity to any third party who claims or alleges that content posted or uploaded by you to our Site breaches that third parties' legal rights.

### 6.3

The views expressed by users on our Site do not represent our views or values.

### 6.4

All content that you supply us to upload to our Site must:

#### 6.4.1

Be accurate (where you state facts);

#### 6.4.2

Be genuinely held (where you state opinions); and

#### 6.4.3

Comply with the applicable law of the country from which they were posted.

### 6.5

Your content must not:

#### 6.5.1

Contain any material which is defamatory of any person;

#### 6.5.2

Contain any material which is obscene, offensive, hateful, discriminatory, unethical, immoral or inflammatory;  
or

#### 6.5.3

Contain any material which does or could potentially infringe the intellectual property rights of a third party.

### 6.6

We will determine in our discretion whether there has been a breach of this clause 6. Where a breach of this policy has occurred we may take such action as we deem appropriate. This action may include the following:

#### 6.6.1

immediate, temporary or permanent withdrawal of your right to use our Site;

#### 6.6.2

immediate, temporary or permanent removal of any posting or material uploaded by you to our Site;

#### 6.6.3

further legal action against you; and

#### 6.6.4

disclosure of such information to law enforcement or authorities as we reasonably feel necessary.

#### 6.7

In addition to all of our rights set out above, we reserve the right to take down any content that you supply for us to upload to our Site at any time without notice and without having to give a reason.

### 7. ENQUIRIES

#### 7.1

To receive details of properties or services on this Site, you must submit a completed website enquiry form to us which will be forwarded to the Croatia Gems Advertiser, or click on the listing itself which will take you to away from the Croatia Gems website and to the 3<sup>rd</sup> party supplier website.

#### 7.2

The information provided on this Site is for general interest only and does not constitute specific advice.

#### 7.3

You undertake that all information provided by you for the purposes of answering your enquiry is accurate and complete.

### 8. INTELLECTUAL PROPERTY

#### 8.1

The copyright and all other intellectual property rights in this Site (including all database rights, trade marks, service marks, trading names, text, graphics, code, files and links) belong to us or our licensor(s). All rights are reserved.

#### 8.2

Subject to clause 4, you may download material from this Site for the sole purpose of using this Site. 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 Site without our prior written consent.

#### 8.3

The devices and word marks: "CROATIA GEMS" are our registered trade marks. You must not use or copy them without our prior written consent.

#### 8.4

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

### 9. WARRANTY

#### 9.1

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

#### 9.2

Due to the nature of software and the internet, we do not warrant that your access to, or the running of, this Site will be uninterrupted or error free. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We shall not be liable if we cannot process your details due to circumstances beyond our reasonable control.

### 9.3

The information provided on this Site is for general interest only and does not constitute specific advice. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

### 9.4

We make no warranties or representations that the property information on this Site is correct, accurate or up-to-date.

### 9.5

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

### 9.6

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

### 9.7

We are not an estate agency. The details of the properties available on this Site are provided to us by third party estate agents, commercial agents, lettings agents, landlords, overseas property owners or new homes developers for your information only. We do not verify the property details provided to us and therefore make no warranties or representations as to their accuracy or completeness. If you rely on these details, you do so at your own risk. We recommend that you check all property details with the advertising agent, landlord or developer before making any decisions or taking any action in regards to a property advertised on our Site.

## **10. BARRING FROM THE SITE**

### 10.1

We reserve the right to bar users from this Site and/or restrict or disable their access or use of any or all elements of our services, on a permanent or temporary basis at our sole discretion. Any such user shall be notified and must not then attempt to use this Site under any other name or through any other user.

## **11. WE MAY SUSPEND OR WITHDRAW OUR SITE**

### 11.1

Our Site is made available free of charge.

### 11.2

We do not guarantee that our Site, 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 our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

### 11.3

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **12. OUR SITE IS ONLY FOR USERS IN THE UK**

### 12.1

Our Site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

## **13. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

### 13.1

This Site contains links to websites operated by third parties. We have no control over their individual content. We therefore make no warranties or representations as to the accuracy or completeness of any of the information appearing in relation to any linked websites. 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.

## **14. RULES ABOUT LINKING TO OUR SITE**

### 14.1

You must not include links to this Site in any other Site without our prior written consent. In particular (but without limiting the foregoing) you must not include in any other Site any "deep link" to any page on this Site. You may link to our home page at [www.croatiagems.com](http://www.croatiagems.com) provided that you do so in a way that does not (in our reasonable opinion) damage our reputation or expose us to risk. We reserve the right to withdraw linking permission without notice and without giving a reason.

### 14.2

Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

### 14.3

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

## **15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

### 15.1

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.

### 15.2

Subject to clause 15.1, we will not be liable for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.

### 15.4

We may put in place such systems as we from time to time see fit to prevent automated programs being used to obtain unauthorised access to our system and this Site. You are not permitted to use automated programs for such purposes and any such use or attempted use by you of such automated programs is at your own risk. Subject to clause 15.1, we shall not be liable to you for any consequences arising out of or in connection with any such use or attempted use of automated programs to obtain unauthorised access to our system or this Site.

## 15.5

We will not be liable for any loss or damage caused by a virus, distributed denial of service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or any website linked to it.

## 15.6

When you use the "contact forms" on this Site to enquire about a property, your details (including your email address) will be sent by email directly to the real estate agents or owner, property developer, hotel owner, hotel agent, restaurants and bar or service provider such as, excursion companies, transfer companies and car hire companies that you are enquiring about. We do not accept any liability for any subsequent communications that you receive directly from that estate agent, landlord, developer or service provider.

## 15.7

If you are a consumer user:

### 15.7.1

Please note that we only provide our Site for domestic and private use. You agree not to use our Site 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.

## 15.8

If you are a business user, subject to clause 15.1:

### 15.8.1

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

### 15.8.2

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:

#### 15.8.2.1

use of, or inability to use, our Site; or

#### 15.8.2.2

use of or reliance on any content displayed on our Site.

### 15.8.3

In particular, we will not be liable for:

#### 15.8.3.1

loss of profits, sales, business, or revenue;

#### 15.8.3.2

business interruption;

15.8.3.3

loss of anticipated savings;

15.8.3.4

loss of business opportunity, goodwill or reputation; or

15.8.3.5

any indirect or consequential loss or damage.

**16. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

16.1

These Terms, 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.

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