



## Terms and Conditions for Online Advertising

### Definitions:

**Advertising Regulations** means any present or future code of practice, including the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code), adjudication, decision, direction or rule of any Advertising Regulator and includes any modifications, amendments or extensions thereof in force from time to time;

**Advertising Regulator** means the Office of Communications (Ofcom), the Advertising Standards Authority (ASA) and any other UK regulator or statutory and regulatory body relevant to the Contract;

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

**Commencement Date** has the meaning set out in clause 1.2;

**Contract** means the contract between us and you for the purchase of advertising in accordance with these Terms;

**Data Protection Legislation** means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK);

**Intellectual Property Rights** means 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** means your order for advertising as set out in your purchase order form or your written acceptance of our quotation, as the case may be; and

**Terms** means these terms and conditions as amended from time to time in accordance with clause 11.5.

The terms 'us' or 'we' refers to 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. Our VAT number is GB 187 320 402.

The term 'you' refers to the person who purchases the advertising from us.

### 1. Basis of Contract

**1.1** The Order constitutes your offer to purchase advertising in accordance with these Terms. You should keep a copy of these Terms for future reference.

**1.2** The Order shall only be deemed to be accepted when we issue a written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").

**1.3** These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**1.4** Any quotation we give to you shall not constitute an offer and is valid for a period of 10 Business Days from its date of issue. We may, in our sole discretion, extend the date on which any quotation expires.

**1.5** You represent and warrant that you have the power and authority to enter into these Terms and grant all rights granted or purported to be granted and fully perform your obligations under these terms.

## **2. Prices and Payment**

**2.1** The price you will pay for the advertising will be as agreed between you and us and confirmed in our written acceptance of the Order.

**2.2** Any amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract, you shall, on receipt of a valid VAT invoice from us, pay such additional amounts in respect of VAT as are chargeable on the relevant supply at the same time as payment is due for the supply.

**2.3** We reserve the right to review our prices at any time. You can obtain details of our new prices by contacting us.

**2.4** Subject to any variation agreed between you and us from time to time in writing, you shall pay for advertising in advance, in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.

**2.5** If you fail to make any payment due to us under the Contract by the due date for payment, we reserve the right to:

- (a) remove your advertising and set off any payments you have made to us against any sums you owe us;
- (b) cancel your account;
- (c) charge interest on the overdue amount at the rate of 8% per annum above the base rate of National Westminster Bank plc from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount; and/or
- (d) charge you any expenses (including, but not limited to, debt collection and legal expenses) we incur in respect of obtaining the sums you owe us.

## **3. Our Provision of Advertising**

**3.1** We shall use reasonable endeavours to meet any dates agreed with you, but any such dates shall be estimates only and time shall not be of the essence.

**3.2** We shall not be liable to you in any way for any errors or omissions in your advertisement resulting from inaccurate or inadequate instructions by you.

**3.3** We give no warranty, guarantee or undertaking whatsoever as to the following:

- (a) the position in which your advertisement will appear on our website;
- (b) that your advertisement will not appear in close proximity to any information, promotion or advertisement relating to products and/or services offered by your competitors; and/or
- (c) the level of response to your advertisement.

## **4. Your Obligations**

**4.1** You represent and warrant that your advertisement:

- (a) is not unlawful, is not for an improper purpose and does not promote illegal activities;
- (b) is not harmful or offensive, nor may it have the effect of being harassing, threatening, abusive or hateful or otherwise degrading or intimidating to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- (c) is not inappropriate, defamatory, misleading or deceptive;
- (d) is not in breach of copyright nor does it infringe the rights of a third party or would otherwise expose us to any liability, legal proceedings or other sanction; and
- (e) is not pornographic or obscene.

**4.2** You represent and warrant that:

- (a) you have all the necessary licences, rights, consents, and permissions to authorise us to publish your advertisement and you agree to give us evidence of all such licences, rights, consents, and permissions if we so request;
- (b) any information contained in your advertisement is true, accurate, complete and not misleading;
- (c) any images contained in your advertisement are true, correct, have not been falsified and are only of the property they represent;
- (d) your advertisement displays the full, current price of any property for sale and shall continue to do so; and
- (e) when promoting or advertising financial products, your advertisement complies with the Financial Services and Markets Act 2000 and any further rules, regulations and guidance issued by the Financial Conduct Authority from time to time.

**4.3** Without prejudice to clause 4.1 and clause 4.2 of this Contract:

- (a) you shall comply with all applicable laws including, but not limited to, the Advertising Regulations and, for the avoidance of doubt, we shall not be responsible for advising you in respect of compliance with the law, the Advertising Regulations or otherwise;
- (b) you shall be responsible for ensuring that any advertisement is not contrary to any applicable law or code or in breach of the Advertising Regulations and you shall inform us without delay if you become aware of any such matter;
- (c) you shall be responsible for ensuring that any advertisement includes any disclaimers, warnings or public information required by law, code or regulation applicable; and
- (d) you shall indemnify and hold harmless us, our agents and employees from any liability, cost, loss, damages, award, settlement or other expense of any kind (including legal and professional fees) arising from any claim, demand or action alleging that any advertisement is contrary to any law, code or regulation.

**4.3** 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 search, display or obtain links to any part of this Site, other than the home page at [www.croatiagems.com](http://www.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"). 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.

**4.4** You shall not include links to this Site 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" to any page on this Site other than the home page at [www.croatiagems.com](http://www.croatiagems.com) without our prior written consent.

## **5. Intellectual property**

**5.1** All Intellectual Property Rights on this Site which are owned by us and our licensors shall remain at all times the property of us or our licensors.

**5.2** The names, images and logos identifying us, our associates, partners or third parties and our or their products and services contained on this Site are proprietary marks and may not be reproduced or otherwise used without express permission.

**5.3** Unless expressly stated otherwise, nothing contained in these Terms shall be construed as conferring on you by implication any licence or right to use any trade mark, patent, design right or copyright belonging to us, our associates or any third party.

**5.4** You retain all Intellectual Property Rights in any materials or advertisements submitted by you except where we have contributed artwork or copy to the production of such materials or advertisements in which case all the intellectual property rights in such contribution shall vest in us. Where we have contributed artwork or copy to materials or advertisements, you may not reproduce, publish, modify, copy, license or use such materials or advertisement in any way without our prior written consent.

**5.5** You grant us a worldwide, perpetual, non-exclusive, royalty-free and transferable licence (with the right to sub-license) to copy, use, edit, reproduce, record, modify, store, translate, distribute, play, perform, make available to our associates and any third parties, prepare derivative works of and to display your materials or advertisements by any medium or method whether now known or later developed to be exercised in our sole discretion throughout the world for the full term of copyright and other rights and all renewals and extensions thereof including, for the avoidance of doubt, the right to register any design rights and/or trademarks.

**5.6** You shall ensure that any Intellectual Property Rights used in connection with the advertisement do not infringe any third party rights and you shall indemnify and hold harmless us, our agents and employees from any liability, cost, loss, damages, award, settlement or other expense of any kind (including legal and professional fees) arising from any claim, demand or action alleging that such domain names or Intellectual Property Rights infringe any third party rights.

## **6. Cancellations**

**6.1** We reserve the right without prior notice to you:

- (a) to refuse or cancel any advertisement without giving a reason; and/or
- (b) to make corrections or alterations to any advertisement we consider necessary or desirable.

**6.2** If you cancel or amend any advertisement, you must do so in writing and you shall pay to us the full price of the advertisement as confirmed in our written acceptance of the Order.

## **7. Term and Termination**

**7.1** These Terms will become binding on you and us from the Commencement Date and will continue until terminated in a manner set out in this clause.

**7.2** Without limiting our other rights or remedies, we may terminate these Terms with immediate effect by giving written notice to you if:

- (a) you breach any of the provisions of these Terms and (if such a breach is remediable) fail to remedy such breach within five (5) Business Days of being notified to do so;

(b) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your 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 your 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;

(c) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or

(d) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or

(e) you fail to pay any sums due to us by the due date.

## **8. Consequences of termination**

**8.1** Upon termination of these Terms for any reason:

(a) you shall immediately pay to us any sums owed by you to us; and

(b) the parties shall have no further obligations or rights under these Terms, without prejudice to those rights, remedies, obligations and liabilities which have accrued to either party prior to termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.

## **9. Indemnity**

You agree to indemnify us and hold us harmless from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, legal costs and expenses and VAT thereon) and liabilities suffered or incurred by us in consequence of any breach by you of the provisions of these Terms or as a result of any acts or omissions by you in connection with your purchase of advertising.

## **10. Limitation of Liability**

**10.1** Nothing in these Terms shall limit or exclude our liability for:

(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

**10.2** Subject to clause 10.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of actual or anticipated profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

- (f) loss or damage to goodwill; and
- (g) any special, indirect or consequential loss

whether or not such loss or damage is foreseeable, foreseen or known.

**10.3** Subject to clause 10.1, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the sum paid to us under the Contract.

**10.4** The Contract states the full extent of our obligations and liabilities. The parties agree that any condition, warranty, representation or other term which might otherwise be implied into or incorporated in the Contract, whether by statute, common law or otherwise, including the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, is excluded to the fullest extent permitted by law.

## **11. General**

**11.1** We may at any time upon giving written notice to you assign any rights under these Terms. You shall not without our prior written consent assign any rights under these Terms, or sub-contract any or all of your obligations. Any purported assignment by you in breach of this clause shall confer no rights on the purported assignee.

**11.2** No delay or failure by us to enforce any provision of these Terms will be deemed a waiver or create a precedent or will prejudice our rights.

**11.3** Any notice, consent, agreement or approval sent by either party must be in writing and must be sent either by e-mail (to our email address listed below), prepaid post or facsimile to your or our last known address.

**11.4** These Terms (together with any documents referred to in these Terms or provided by us at the same time as your agreement to these Terms) comprises the entire agreement between the parties. It supersedes all prior understandings, agreements or representations. No alteration, addition or amendment to these Terms shall be effective unless it is specified in writing and signed by the parties.

**11.5** We may change these Terms at any time without notice to you. Those changes will apply to any Order submitted by you after the date the change becomes effective. The parties will both be bound by the terms that are current as at the date of your Order. We will notify you of any material changes that we make to these Terms.

**11.6** These Terms shall be governed by and construed in accordance with English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.

**11.7** If any provision of these Terms is, or becomes for any reason, invalid or unenforceable at law, the validity and enforceability of the remainder of these Terms will not be affected.

**11.8** Nothing in these Terms shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and neither party shall have authority to bind the other in any way unless expressly provided otherwise in these Terms.

**11.9** You may not advertise or promote the purchase of properties which are located in a territory which is not recognised as an independent country by the United Nations and/or where the United Nations, European Union or other recognised supra-governmental bodies have identified difficulties in establishing clear title to land and/or real estate.

**11.10** You may not promote or advertise services that we, in our sole discretion, deem as being competitors to any part of the "Croatia Gems Ltd" brand, including (but not limited to) overseas property magazines, exhibitions or websites that list properties being marketed by an agent other than you or more than one developer except where you are acting solely as agent rather than as media owner.

**11.11** We may, in our sole discretion prohibit you from advertising or promoting certain goods and/or services in your advertisement.

## 12. Confidentiality

Each Party undertakes that it will not at any time hereafter use or disclose to any person, except to its professional representatives or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party which may have or may in the future come to its knowledge. Neither party shall use any such confidential information except for the performance of these Terms or make any announcement relating to these Terms or its subject matter without the prior written approval of the other party.

## 13. Force Majeure

Neither party shall be liable to the other if either party is prevented from performance of any of its obligations under these Terms by any of the following events beyond their control, including but not limited to, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents.

## 14. Data Protection

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

14.3 Without prejudice to the generality of clause 14.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement.

14.4 Without prejudice to the generality of clause 14.1, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:

- (a) process that Personal Data only on your written instructions unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
- (b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
  - (i) you or we have provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;

(e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify you without undue delay on becoming aware of a Personal Data breach;

(g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the Contract unless required by law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate our compliance with this clause 14.

#### **15. Information about us**

**15.1** 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.

**15.2** If you have any questions, complaints or comments then please contact us at [info@croatiagems.com](mailto:info@croatiagems.com).

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