

## **Terms & Conditions with 360 Online Services**

**By advertising, you agree to the following Terms:**

**NB – 360 Online Limited / PostCodeIt and 360mvt shall be known from here on in as 360**

### **THE SERVICE**

- In consideration for the payment of the Fee as set out on the 360 and PostCodeIt website ("Site"), you may advertise details of your advert submitted by you to 360 online services for publication on these Sites.
- We provide a market place for you to advertise your advert.
- The forwarding of enquiries generated by your advertisement to your nominated email addresses or phone number;
- You agree that in all other respects the responsibilities of selling or advertising your advert are yours and that the 360 service is strictly limited to these Terms below.

### **USE**

You agree to use the Service strictly in accordance with these Terms.

- You confirm that you have read all guidelines set out by 360 in reference to all 360 websites
- [www.360mvt.net](http://www.360mvt.net) / [www.360securitycameras.co.uk](http://www.360securitycameras.co.uk) / [www.360onlineservices.co.uk](http://www.360onlineservices.co.uk) and [www.postcodeit.co.uk](http://www.postcodeit.co.uk) / [www.postcodeit.eu](http://www.postcodeit.eu) / [www.postcodeit.com](http://www.postcodeit.com) and [www.zipcodeit.us](http://www.zipcodeit.us)

### **OWNERSHIP**

You warrant and agree that:

- You are the legal owner of an item for sale and have the right and authority to sell it; or you legally represent the legal owner, and under their instruction, and have the right and authority to sell it.
- You are the organiser of the event and have the right and authority to advertise this event; or you legally represent the legal owner of the event, are under their instruction, and have the right and authority to promote the event.
- You are over 16 years of age and are legally entitled to enter into these Terms.
- On payment of the Fee 360 are entitled to publish the advert on the Site "
- 360 are a publishing medium enabling you to privately advertise your advert and that 360 are not in any capacity acting as agent for the advert only acting as an advertising portal.

### **YOUR ADVERT CONTENT**

- You confirm and warrant that the details, description, information and any images submitted for publication by 360 on the site are true and accurate and contain no false statements,
- Misrepresentations or omissions, which may mislead any, interested parties over the condition, location, and availability is the responsibility of the advertiser only.
- You agree that you are solely responsible for the content and accuracy of any advert that you post on the Site.
- You agree that you shall indemnify 360 in full and hold it harmless for any losses or damages howsoever arising, including claims from third parties, that may result directly or indirectly from any advertisements that you post on the Site.
- 360 reserves the right to suspend or terminate (at its sole discretion) the publication of your advertisement on the Site in the event that it is made aware by whatever means that the content is inappropriate, misleading or inaccurate, without liability to you. In such circumstance, 360 will notify you of the suspension or termination and no refund will be given.
- Any adverts giving rise to complaint or dispute of any kind shall be suspended pending resolution or otherwise terminated. 360 may in its sole discretion reactivate the advertisement upon receipt of satisfactory proof that such a dispute or complaint has been resolved or otherwise satisfied. In no event shall 360 be required to act in respect of any dispute or complaint other than to suspend or terminate the advertisement.
- Advertisements which infringe any law or regulation (or potentially are infringing) containing foul or otherwise inappropriate language, offend or infringe the rights of any third party (including intellectual property rights) will be removed immediately, without warning or liability to 360 and no refund will be given.

### **RENEWAL, DURATION & REMOVAL OF YOUR ADVERT**

- In order to keep our database up-to-date, we reserve the right to delete any advert that have been online for more than 6 months
- Should we be unable to contact you via the current e-mail address you provide on your advertisement, and it appears this e-mail is no longer functioning, we reserve the right to delete your advert without liability to us.
- You agree and understand that it is your responsibility to delete your advertisement the day after the event or if your item has sold or you have come to the end of the 6 month advert life.

### **YOUR CONTACT DETAILS**

- You understand that it is essential to provide a working and correctly submitted e-mail address in order to receive any enquiries from interested parties and communications from 360.
- You are responsible for checking that your contact details on your advert are correct and kept up-to-date at all times to ensure enquiries reach you.
- 360 cannot be held responsible for any e-mail problems you experience, whether a result of your Internet Service Provider, the Internet or any other technical issue.
- You agree that 360 give you the option to display your advert with your house name/number and street name with your advert.
- You understand that by publishing these details you may get interested parties calling at your house.

### **Delivery Policy**

- You will have access to your account as soon as authorisation has been processed through PayPal.
- Your adverts will then be live as soon as you have activated the advert.

### **CANCELLATION OF YOUR ADVERT**

- Should you post an advertisement and change your mind for any reason and want to withdraw it... no monies will be refunded.

### **ADVERT / PROPERTY ENQUIRIES AND YOUR OBLIGATIONS**

- You are solely responsible for dealing with enquiries in relation to your property advert.
- Agreeing the advertised price of the Property.
- Vetting potential buyers.
- Conducting viewings;
- Following up enquiries you receive.
- Negotiating price;
- Instructing your solicitor
- Should we believe that any enquiries are not genuine we will make our best endeavours to notify you but do not guarantee to do so. You agree that you are solely responsible for any responses you make to enquiries and any transactions that may result from this.
- You acknowledge and agree that you are solely responsible for managing any relationship (if any) you may have with property agents in respect of the Property and shall be liable for all fees or other payments that may be due to such agents because of the sale of the Property in accordance with the terms of such relationship.

### **YOUR PROPERTY ON EXTERNAL WEB SITES**

- You agree to your Property advertisement appearing on PostCodeIt web site selected by 360 for the further marketing of your Property.
- Properties will remain on the Site until sold or for 6 months.

### **REFUND POLICY**

- We do not have a refund policy
- This does not affect your statutory rights as a consumer.

### **COPYRIGHT**

- By submitting an advert on 360 you warrant that you own the copyright in details, including photographs, and that you submit and grant us a licence to use them.

### **DATA PROTECTION**

- 360 respect your privacy and shall manage your personal details strictly in accordance with its policy on data protection.
- Our data protection is simple – We will not divulge your details. We DO NOT keep or see any of your financial information.

### **PAYMENTS**

- Payments made to 360 are non refundable and all payments are made through PayPal and as we respect your personal details you will find that our address bar will turn green – ensuring you the highest level of security. .

### **GENERAL**

- You understand that 360 cannot guarantee a buyer (items for sale) as a result of submitting an Item / advert to 360, nor can 360 guarantee enquiries or the legitimacy of enquiries.
- 360 reserves the ultimate discretion as to which adverts, if any, are in violation of these terms.
- All adverts advertised are subject to the same conditions.
- 360 reserve the right to alter these terms at any point and without notification.
- These Terms represent the entire agreement between 360 and you and all warranties and representations save as are expressly set out in these Terms are hereby excluded, to the extent permitted by law.
- These Terms shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

***Business address is 360 Online services***

***Our accountants Smith Craven, Kelham House, Kelham Street, Doncaster, England***

***john.catton@360mvt.net***

***Telephone number is 08452 247 582***

***("360", "We," "Us") agree to provide to you the promoter / homeowner ("You," "Your") the services as described in this document subject to the terms and Conditions of this document ("Terms").***