

# Terms and conditions for EXTERNAL USER OF THEREALPLAZA service

V 4.00 June 2015

## 1. Introduction

- These terms and conditions ("Terms and Conditions") govern the provision of services of the **THEREALPLAZA** to external users of the website.
- THEREALPLAZA agents shall be governed by the General and Particular Terms and Conditions applied to them.
- The express acceptance by the EXTERNAL user Registered on the Website of these Terms and Conditions, performed remotely using the password, will have the same value as the handwritten signature and confirms and ratifies all conditions, rights and obligations of that are described in detail below.
- The acceptance of these Terms and Conditions includes the knowledge and acceptance of the legal notice, terms of use and privacy policy on personal data on the web.
- These Terms and Conditions may be at any time and without notice modified by **THEREALPLAZA** by communicating such changes to the external user of the website by its publication on the website [www.therealplaza.com](http://www.therealplaza.com). By not receiving communication to the contrary from the website User within seven (7) days from notice shall deem this amendment as accepted, reserving to **THEREALPLAZA** the right to terminate the present agreement in such case.

## 2. OBJECT

- **THEREALPLAZA** is an **Online Publishing Service** of commercial property listings, **prescribing, on demand, qualified contacts to its professional customers** (called agents), **which have the status of Independent Realtors specializing in commercial real estate.**

## 3. SERVICES

- EXTERNAL Portal Users may request additional information from each of the *listings* posted by agents in the CRE website via web forms available or other channels provided for this purpose.

- EXTERNAL Portal Users may also request commercial real estate demands to **THEREALPLAZA** AGENTS or offer their properties so they can be sold by any of these.
- The **THEREALPLAZA** service may require the external user of the Portal additional information to verify or expand the details of his application (process called Rating), as a prelude to the communication process of that application of **THEREALPLAZA** to the AGENT author of the *listing* required or to the AGENT that can provide better response to the request of the EXTERNAL user of the website, who accepts the transfer of his contact information and details of his request.
- Upon acceptance of this application by the AGENT, **THEREALPLAZA** will provide him this information so he would be able to contact directly with the EXTERNAL website user.
- Access to the service application is done through the Web address [www.therealplaza.com](http://www.therealplaza.com) that allows navigation by different contents of CRE Portal.
- The use of contact information request service provided by THEREALPLAZA has no cost to EXTERNAL users of the website.

#### 4. USER REGISTRATION OPTION

- EXTERNAL website Users can register through the form available on the website. Also these Users registered from the website will have a private access from the Home Page.
- EXTERNAL Registered Users can access the website products not visible to other users of the website, thus encouraging them to access the so called off-market transactions or specific listings depending on the characteristics derived from their registration profile and use of **THEREALPLAZA**.

#### 5. OPERATION OF THE APPLICATION

- **THEREALPLAZA** shall take appropriate measures to ensure maximum application availability, confidentiality and timeliness of the information contained in it, but assumes no liability in the event that by chance, force majeure, negligence or willful misconduct from the EXTERNAL user, deficiencies or security flaws in networks or communications systems not controlled by **THEREALPLAZA** or, ultimately, for any reason not attributable to **THEREALPLAZA**, the EXTERNAL user could not use one of the benefits of the Application, or omissions, errors, delays, or loss of information

occur in receiving notices, breach of confidentiality and / or unauthorized access to information or personal data by unauthorized third parties.

- **THEREALPLAZA** may suspend the operation of the application at any time and, especially, from the moment it was notified by the EXTERNAL user registering the loss or theft of the keys to access the application, and any other event that makes it possible to others know them, have access to the application, access to the information provided by the EXTERNAL registered user, or that do not allow the registered EXTERNAL to access it. In particular, it is entitled to, without notice, suspend all or part using the Application for technical or safety reasons.

#### **6. OBLIGATIONS OF THE EXTERNAL User**

- Because of the essential nature of the service, the EXTERNAL user expressly authorizes **THEREALPLAZA** to give/disclose its identification and contact data to **THEREALPLAZA AGENTS** exclusively with the purpose of providing the services.
- The elements of identification and authentication of each registered EXTERNAL user to log in to the application are personal and not transferable, being the user responsible for its safekeeping and for the consequences that may arise from misuse, disclosure or loss thereof.

#### **7. PRIVACY INFORMATION VISIBLE ONLY TO REGISTERED USERS**

- EXTERNAL Registered Users of **THEREALPLAZA** undertake to observe and enforce strict confidentiality regarding the information available on the CRE website that is accessible only when such EXTERNAL user browses in registered mode.
- Any action of an registered EXTERNAL user contravening such confidentiality will imply his automatic removal from the Register of EXTERNAL Members and **THEREALPLAZA** may initiate legal action it deems appropriate to compensate the damage that such actions could have caused **THEREALPLAZA** directly or indirectly.

#### **8. RELEASE OF LIABILITY OF THEREALPLAZA TOWARDS THIRD PARTY**

- The data and information available on the CRE website of **THEREALPLAZA** have been developed and published directly by agents of **THEREALPLAZA**, not having been verified by **THEREALPLAZA** in any way.
- EXTERNAL users should verify the accuracy thereof before making use of them or before transferring them to third parties.

- **THEREALPLAZA** recommends EXTERNAL users to have appropriate advice and use services of lawyers, surveyors, appraisers and other specialists.
- The data and information provided by **THEREALPLAZA** don't intended to replace such advice and therefore no liability is accepted for any defects in the legal title or the structure of any property.

#### **9. APPLICABLE LAW AND DISPUTE RESOLUTION**

- The terms of service shall be governed by the law in force in Spain and the courts of the city of Barcelona shall have exclusive jurisdiction to deal with any matter arising out of this Agreement and the obligations contained herein.
- In all cases, the Terms of Service and Privacy Policy in force apply.