

Terms and Conditions

<http://www.propertybsr.com>

USE OF THE WEBSITE

This page (together with our Privacy Policy) tells you information about us and the legal terms and conditions (the “Terms”) on which we provide service for property listings, advertising and enquiry procedures on our website (“our site”) to you.

You should print or save these “Terms” for your records.

These Terms will apply to any contract between us for the service to you (the “Contract”). Please read these Terms carefully and make sure that you understand them, before benefiting the property listing progress from our site. Please tick the box at the end of these Terms to confirm that you accept them. If you refuse to accept these Terms, you will not be able to register on our site.

We may amend these terms from time to time. Every time you wish to register a new membership, please check these Terms to ensure you understand the terms and conditions.

Please contact us if you would like further information about these Terms. Our working hours are Monday to Friday 10 a.m. to 5 p.m. all year round, with the exception of public holidays.

OUR SERVICE

“Our service” or “our services” refer to a listing of property or advertising of your business and providing communication between website visitor and property representative account (“known as member”) via enquiry form.

Service procedure:

1. The registered members are provided service to add their property into our database, in order to be searched by the website visitors.
2. At <http://www.propertybsr.com> a potential website visitor, can make a search for property listing from our database through a certain search procedure and can make an enquiry via enquiry form with the registered member within our website and provided that registered account membership is activated.

Please refer clause of membership, how properties can be inserted within our website.

3. The enquiry submitted is then mailed by website mail-sender process to member’s registered mail address for their further processing / communication.

Our services are made available for our website use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose. If you wish to utilize any of our content or information presentation in our website, your will be requiring a consent in writing from us for your use.

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SCOPE OF OUR SERVICE

Our service is a channel between a potential website visitor and registered active member, service process starting from member registration -> property listing -> search by website visitor -> generate enquiry -> forward generated enquiry on listed properties to concerned registered member at our website.

MEMBERSHIP

The membership is required for property representative who wish to be part of www.Propertybsr.com. The website visitors who are so called as property seekers do not require any membership.

1. Property representatives have to register themselves as member at our site which is **free registration**.
2. The person on behalf of Property, who will be direct contact between us and the Property / properties listing, must be at least 18 years old for concluding registration process for member's account creation.
3. After successful account creation, members will be mailed a member-id and password to login into their member account. A proper logout process is requested to stay safe and secure.
4. After registration and successful login, the members will then be given access to insert property / properties details within our records like property type (flat,apartment,shop etc.), No. of rooms, bathrooms, property area, sell / rent price, location, etc.
5. Once all the details of the property is inserted within our records, the registered member **become active member** at our website to receive enquiries on their listed property.
6. As a registered member you are not authorized to share your member-id and/or password, if you do so, we shall not be liable to any loss, damage to your account.
7. Once noticed that your member-id and password is utilized by any un-authorized third party, you are requested to immediately change your password with the option "forgot password". Your new password will be mailed to you on your registered mail address recorded in our database after registration process.

CONTRACT CREATION WITH MEMBERS

By making a registration with www.propertybsr.com, you enter into a direct (legally binding) contractual relationship with us. From the point at which you make your member registration, we act solely as an intermediary between you and the website visitor, transmitting the details of your property / properties to the relevant property search result and sending you the enquiry email for and on behalf of the website visitor who generated the enquiry.

Through the website we (Propertybsr.com and its affiliate (distribution) partners) provide an online platform through which all types of properties (for example, flats, duplexes, villas, apartments, builder floors, Pg-hostels, commercial floors and offices, shops, agricultural land, plots), registered members can list their property, and through which visitors to the website can search property for buying / renting purpose as mentioned by members and generate enquiry towards members.

When rendering our services, the information that we disclose is based on the information provided to us by members. As such, members are given access to an extranet through which they are fully responsible for updating property lists, description, images and other information which is displayed on our website. Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each registered member remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the prices and

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availability) displayed on our website. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any information made available.

Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

- A. On Membership you and we are under a contract for property listing and receiving enquiries on the listed property available on our website. The service is provided online.
- B. Your membership is subject to acceptance by us and we reserve the right to reject any membership without giving reasons.
- C. The contract stay valid till the membership is active on our website or it is observed that the member is inactive for more than 365 days.
- D. Subject to clause A, the technical steps required to form the Contract are as follows:

According to the contract you approve us to -

- Store your name, address, email address, contact number, any additional information entered in the registration form.
- Store property details like location, type, for sell or rent, price etc.
- You can also upload images to identify your property which will be displayed at relevant positions in the website.
- You are requested to upload only those images which are appropriate and relevant to property that you wish to list in our website and that do not harm irritate any certain community / caste/ values and beliefs.

The enquiries submitted by a certain website visitor shall be forwarded at member's email address provided during member registration.

The enquiry submission mail will include -

- Information like name, email and contact nos. provided by the website visitor during enquiry generation .

Website visitor information reliability:

When rendering our services, the information that we disclose in the enquiry mal will be based on the information provided to us by website visitor interested in that property for which the enquiry is generated. Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information. Each website visitor, who generates enquiry through website enquiry form, remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information provided in the enquiry form through our website.

- E. Our service of property listing and display will be activated from the date of the registration.
- F. The property listing validity will be started from the date of its insertion into our website. The listing of a property will be active for 365 days from the date of its insertion.
- G. The members can deactivate the property from the list as and when required on the completion of the purpose of property listing like sell of rent.

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- H. We have certain paid plans to upgrade your regular membership to an advance featured account.. You will be guided through the process of payment by a series of simple instructions on our site. Payment is present made by PAYPAL.
- I. Non-continuation of the services may be a result of one of the following:
- we are unable to obtain authorization for your payment;
 - you do not meet the eligibility to service criteria set out in the main Terms and Conditions.

PROPERTY DEALS

Our service does not include nor will be responsible for any property deals between the website visitor and the property representative for either sell or rent. Therefore we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for any payment regarding to the sell or rent of the property.

BOOSTER SERVICE TO MEMBERS - PRICE AND COST for Service upgradation

- Member registration is free and property listing is also free. But there are certain paid plans called 'booster plans' to bring your property on top of other similar properties in the list whenever any website visitor searches for a property. Price slabs can be seen on website in bottom area.
- The price of booster service provided by <http://www.propertybsr.com> is inclusive of all taxes.
- The Payment facility presently is done by PAYPAL therefore on selection of a plan the member is forwarded to the PAYPAL website for further proceedings and that are concluded as per the Paypal Policies. If any member wish to pay by other means please write us on member_payments@propertybsr.com

However our service to members is free for property listing. We still have Booster plans for our registered members to upgrade their property listing to more refined and top of the page listing of the property.

There are 3 price slabs which are provided in the website price page. Members can choose any of the three price slabs as per their convenience.

Once payment is complete, a transaction id is provided to the payee member as per the Paypal policy. The member is then required to enter that transaction id on the service updation page to update member account.

BOOSTER SERVICE TO MEMBERS - PAYMENT CANCELLATIONS / REFUNDS for our BOOSTER service

- Payment transaction done shall not be refunded or cancelled once updated from your end.
- The members can request on mail for the refund of the transaction in the case wherein-
- Transaction-id does not get updated into member account with us. The members are required to enter the transaction-id into our records so that the payment is updated in genuine member's account. Once the transaction-id is entered into our website and the member account is updated, the refund request will not be entertained.
- If, any member, who do not want to continue the service with us, however have had made payment, they can request for a refund prior to account updation as per previous point. The refund will be made

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by cheque or by Paypal based on your information provided on the mail. The mail id for refund request is member_refund@propertybsr.com

OUR LIABILITY IF YOU ARE OUR WEBSITE MEMBER

This clause only applies if you become member after registration process at <http://www.propertybsr.com>

Our regular service will be available after successful activation of the member account. Booster plan service will be available on payment of certain plan amount as per our pricing segment. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;

FORCE MAJEURE

The following definition will apply in this clause 9:“Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.9.2. Whilst every effort will be made to meet our members’ demands, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event outside Our Control.

If an Event outside our control takes place that affects the performance of our obligations under a Contract:

- we will contact you as soon as reasonably possible to notify you;
- our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control;

PRIVACY POLICY

We only use your personal information in accordance with our Privacy Policy. For details, please see our [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.

OTHER IMPORTANT TERMS

- We may transfer our rights and obligations under a Contract to another organization, but this will not affect your rights or our obligations under these Terms.
- This contract is between you and us. No other person shall have any rights to enforce any of its terms
- Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

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