

## Key2Luxury Properties Terms of Use

### 1. Acceptance of Terms

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Key2Luxury Properties provides you with the Service in exchange for your agreement to comply with these Terms of Use. By visiting or using the Service, you agree to comply with and to be legally bound by these Terms of Use. If you do not wish to be bound by these Terms of Use, please do not visit or use the Service. The Terms of Use apply to all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") on Key2Luxury Properties. In addition, when using particular services, you agree to abide by any applicable posted guidelines for all Service, which may change from time to time. Should you object to any term or condition of the Terms of Use, any guidelines, or any subsequent modifications thereto or become dissatisfied with Key2Luxury Properties in any way, your only recourse is to immediately discontinue use of the Service. Key2Luxury Properties has the right, but is not obligated, to enforce the Terms of Use. If you wish to post ads on Key2Luxury Properties you must agree to these Terms of Use. By posting an ad on Key2Luxury Properties you agree to these Terms of Use. If you do not wish to be bound by these Terms of Use, please do not post any ads on Key2Luxury Properties. Any and all ads you post will otherwise be regulated by these Terms of Use.

### 2. Amendment of the Terms of Use

Key2Luxury Properties reserves the right to, in its sole discretion, change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the publishing thereof. You must review this agreement on a regular basis to make sure you are familiar with the current Terms of Use.

### 3. Content

All right, title and interest in and to the Content is the property of, or is used with permission by, Key2Luxury Properties, and is protected by applicable law. You understand that all Content posted on, transmitted through, or otherwise made available through the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item ("Item") of Content that you post or otherwise make available via the Service. Key2Luxury Properties does not control, and is not responsible for Content made available through the Service, and by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Key2luxury Properties does not in any way guarantee the confidentiality nor your privacy while engaging in contact with others through the Key2Luxury Properties site. Furthermore, the Key2Luxury Properties site and Content available through the Service may contain links to other websites, which are completely independent of Key2Luxury Properties. If you link to other web sites, you do so at your own risk. Key2Luxury Properties expressly states that it takes no responsibility of any kind for other web sites. Please be aware that such linked web sites might have privacy statements and/or terms of use that differ from those of Key2Luxury Properties. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will Key2Luxury Properties be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted or otherwise made available through the Service. Key2Luxury Properties does not pre-screen or approve Content, but that Key2Luxury Properties shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the Terms of Use or the Privacy Policy or for any other reason.

#### 4. Third party content, sites, and services

Our site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content (e.g. other websites) which is completely independent of Key2Luxury Properties. Your interactions with physical or legal persons that you have met through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such physical or legal persons. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. We recommend you to be cautious when interacting with other physical or legal persons. You agree that Key2Luxury Properties shall not be responsible or liable for any loss or damage of any kind whatsoever incurred as the result of any such dealings. If there is a dispute between users on our site, or between users and any third party, you understand and agree that Key2Luxury Properties is under no obligation to be involved. In the event that you have a dispute with one or more other users, you hereby explicitly and irrevocably release Key2Luxury Properties from any and all claims and damages arising out of or in any way connected with such disputes and the Service.

#### 5. Suspected Infringement

If you for whatever reason believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify Key2Luxury Properties customer service. In such case, please provide our customer service with sufficient detail in order for Key2Luxury Properties to be able to identify the material that you claim is infringing and a description of the infringement. Please also provide your contact information.

#### 6. Abusing Key2Luxury Properties

In order for Key2Luxury Properties to work as a functioning and tasteful environment there are certain limitations regarding what you may post on the website. Hence, you agree not to post, email, upload, transmit or otherwise in any way handle or make available Content: a. That is unlawful, harmful, threatening, abusive, harassing, invasive of another's privacy, or is harmful to minors in any way; b. That is pornographic or depicts a human being engaged in actual sexual conduct or other sexual behavior; c. That harasses, degrades, intimidates or is hateful towards an individual or group on the basis of political orientation, religion, gender, sexual orientation, race, ethnicity, age, or disability; d. That impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity; e. That includes personal or identifying information about another person without that person's explicit consent; f. That is false, deceptive, misleading, deceitful or miss informative; g. That infringes any intellectual property rights of any party, or Content that you do not have a right to make available under any legal or contractual relationship; h. That constitutes "affiliate marketing," "junk mail," "spam," "phishing attempts", "chain letters, "pyramid schemes," or unsolicited commercial advertisement; i. That advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by applicable law. j. That contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; k. That disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; l. That employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service; or m. That violates any agreements such as e.g. confidentiality agreements. Additionally, you agree not to: n. engages in any conduct that limits any other person from using or enjoying the Service; o. contacts anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose or otherwise stalk or harass anyone; p. collect personal data about other users for commercial or unlawful purposes; q. alter, delete, interfere or otherwise damage any portion of Key2Luxury Properties; r. use automated means to download data from the Service, included use of unless expressly permitted by Key2Luxury Properties; s. use "posting agents" i.e. third-party agents, services, or intermediaries that offer to post Items on behalf of others, unless expressly approved by Key2Luxury Properties. t. attempt to gain unauthorized access to Key2Luxury Properties'

computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Key2Luxury Properties website. In general you agree to refrain from any actions that (a) may interfere with, damage or exploit Key2Luxury Properties business; (b) may overburden or impose a disproportionately large load on Key2Luxury Properties' infrastructure; (c) is used in connection with or for the benefit of any commercial enterprise or competing business; (d) constitute an unauthorized use or practice in violation of these Terms of Use or the Privacy Policy; (e) removes, alters or obscures any copyright or trademark notice, name, mark, logo, URL, Content, or Items, including without limitation company names, contact information, marks, logos or URLs, or frame any Content and (f) does violate applicable laws or regulations.

#### 7. Your Access Key2Luxury Properties

Your Access Key2Luxury Properties grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data gathering and extraction tools for any purpose unless expressly permitted by Key2Luxury Properties.

#### 8. Privacy Policy

Key2Luxury Properties has established a Privacy Policy to explain to users how their information is collected and used, which you also agree that you are familiar with and that constitutes part of your agreement while using the Service. You further acknowledge and agree that Key2Luxury Properties may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or other administrative order or otherwise in order to enforce the Terms of Use; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information of a third party has been posted without consent; protect the rights, property, or safety of Key2Luxury Properties, its users or others.

#### 9. Limitations on Service

You acknowledge that Key2Luxury Properties may establish limits concerning use of the Service, such as including but not limited to limit the number of days that Content will be retained by the Service, limit the number and size of postings, limit the number and size of email messages, or other Content that may be transmitted or shared by the Service, and the frequency with which you may access the Service. You agree that Key2Luxury Properties has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Key2Luxury Properties reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that Key2Luxury Properties shall not be liable to you or anyone else for any modification, suspension or discontinuance of the Service.

#### 10. Termination

You agree that Key2Luxury Properties, in its sole discretion, has the right to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service or part thereof, immediately and without notice, and remove and discard any Content within the Service, for whatever reason, including but not limited to, if Key2Luxury Properties believes that you have acted inconsistently with the Terms of Use or the Privacy Policy. Should you wish to put on hold, or stop advertising with Key2Luxury Properties you can do so at any time by sending an email to [info@key2luxuryproperties.com](mailto:info@key2luxuryproperties.com) before your next payment date.

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#### 12. Disclaimer of Warranties

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#### 13. Limitations of Liability

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#### 14. Indemnity

You agree to indemnify and hold Key2Luxury Properties AND IF APPLICABLE AND ASSOCIATED PHYSICAL OR LEGAL PERSONS harmless from any claim or demand, including reasonable attorney's fees and court costs made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the Terms of Use, ADVERTISERS AGREEMENT OR PRIVACY POLICY, your breach of any of the representations and warranties herein OR OTHERWISE BREACH OF THE SPIRIT OF KEY2LUXURY PROPERTIES AND THE APPLICABLE AGREEMENTS.

## 15. Governing Law and Disputes

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of England, and shall be binding upon the Parties hereto in United Kingdom and worldwide. English courts shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Use must be filed within one (1) year after such claim or cause of action arose.

## 16. Violations

Please report any suspected violations of the Terms of Use or the Privacy Policy to our customer service