



## Terms and Conditions

SOLD-DIRECT.COM is a trading style of La Carte Noir S.L, a registered company in Spain with CIF number B-93024628. Our registered address is Calle Torreón s/n, 29649 La Cala de Mijas, Mijas Costa, Malaga, Spain and we are governed by the laws and jurisdiction of Andalucía, Spain.

### 1. Service Provision

Sold-Direct commits to the provision of services as detailed on the sold-direct.com website subject to and under the following Terms and Conditions. YOU MUST AGREE TO ACCEPT THESE TERMS AS A CONDITION OF USING, PURCHASING, OR ENJOYING THE SERVICES. BY PURCHASING, USING, OR ENJOYING THE SERVICES ON Sold-direct.com, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND AGREE TO BE BOUND BY THEM, WITHOUT LIMITATION OR QUALIFICATION. YOU FURTHER UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT THE SERVICES AND YOUR USE AND ENJOYMENT OF THE SERVICES ARE EXCLUSIVELY GOVERNED BY THESE TERMS, AND THESE TERMS CANNOT BE MODIFIED BY YOU. YOU ALSO AGREE AND ACKNOWLEDGE THAT NO SIGNATURES ARE REQUIRED IN CONNECTION WITH THE TERMS FOR YOU TO BE FULLY BOUND BY THEM. In these Terms, "Web site" refers to Sold-direct.com. "You" refers to users of Sold-direct.com. "Customers" refers to users who purchase any product or Service on Sold-direct.com, including without limitation listing their properties on the Web site. The words "we," "us," and "our" refer to Sold-direct.com and La Carte Noir S.L, the owner and operator of this Website.

### 2. Registration.

When you agree to an order with Sold-direct.com, an account will be opened for you. You accept responsibility for all activities that occur under your Account and agree not to sell, transfer or assign your Account or any Account rights to any third party. All fees will be billed at the time of your order (or as soon thereafter as fees or charges are incurred) and are non refundable.

### 3. Customer Listing and Security

Customers that list their properties on Sold-direct.com as sellers are assigned a listing number that operates as an account number with us. Customers are responsible for maintaining the confidentiality of their account and listing numbers. You, as a Customer, are solely responsible for all activities that occur under your user name, listing number. As a Customer, you agree to immediately notify us of any unauthorized use of your user name, listing number or any other breach of security

related to the Services. WE CANNOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR ACCOUNT OR LISTING NUMBER, OR TO OTHERWISE COMPLY WITH THIS SECTION.

#### 4. Customer Responsibilities.

In providing us with information during the registration process, you agree to provide true, accurate, current and complete information as prompted and to maintain and update such information to keep it true, accurate, current and complete at all times. If any information you provide is untrue, inaccurate, not current or incomplete, or if we reasonably believe so, we may suspend or terminate your access to and use of the Services, and refuse to provide any current or future Services to you. You acknowledge that you are over 18 years of age or otherwise are of legal age to form a binding contract. You are solely responsible for all acts or omissions that occur under your listing number including the accuracy and completeness of all content that you (or anyone using your Account) submit to us. You agree and acknowledge that your access to and/or use of the Services are for personal, NONCOMMERCIAL PURPOSES only. That is, you agree and acknowledge that your use of the Web site and Services is to advertise your own property or to find information related to the purchase or potential purchase by you of a home listed on Sold-direct.com, rather than as a commercial enterprise for a third party or to enhance, promote, or otherwise further a commercial enterprise of your own. Accordingly, you agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services or access or use the Services for any commercial purpose whatsoever. YOU MAY NOT INCLUDE A LINK TO ANY WEBSITE IN YOUR LISTING OTHER THAN THAT OF A WEBSITE PROVIDED OR AGREED BY SOLD-DIRECT.

#### 5. Provision of Services

**A. Bronze Package.** Any Customer who registers for and purchases the Bronze Package will be billed a one-time flat fee, which entitles the Customer to a 1 page website with domain name, hosting and window advertising until the property is sold. It is the customers responsibility to notify Sold-direct.com of the sale of the property, which will then result in the removing of the purchased Web site from the sold-direct server and removal of any advertising in the shop window.

**B. Silver Package.** Any Customer who registers for and purchases the Silver Package will be billed a one-time flat fee, which entitles the Customer to a 5 page website with domain name, hosting and window advertising, until the property is sold as well as professional photographs of the property and a full written valuation. It is the customers responsibility to notify Sold-direct.com of the sale of the property, which will then result in the removing of the purchased Web site from the sold-direct server and removal of any advertising in the shop window.

**C. Gold Package.** Any Customer who registers for and purchases the Gold Package will be billed a

one-time flat fee, which entitles the Customer to a 5 page website with domain name, hosting and window advertising, until the property is sold as well as professional photographs of the property, a 360 degree virtual tour in video (placed on their website), a full written valuation as well as inclusion in the Property Portal area on the [www.sold-direct.com](http://www.sold-direct.com). It is the customers responsibility to notify Sold-direct.com of the sale of the property, which will then result in the removing of the purchased Web site from the sold-direct server and removal of any advertising in the shop window and through our own portal.

**D.Black Package.** Any Customer who registers for and purchases the Black Package will be billed a one-time flat fee, which entitles the Customer to a 5 page website with domain name, hosting and window advertising, until the property is sold as well as professional photographs of the property, a 360 degree virtual tour in video (placed on their website), a full written valuation as well as inclusion in the Property Portal area on the [www.sold-direct.com](http://www.sold-direct.com) and regular readouts on an appropriate local radio station. It is the customers responsibility to notify Sold-direct.com of the sale of the property, which will then result in the removing of the purchased Web site from the sold-direct server and removal of any advertising in the shop window ,through our own portal and on the radio.

**E. Own Website Package** Any Customer who registers for and purchases the own website Package will be billed a one-time flat fee, which entitles the customer to window advertising, until the property is sold as well as professional photographs of the property, a 360 degree virtual tour in video (which can placed on their website), a full written valuation as well as inclusion in the Property Portal area on the [www.sold-direct.com](http://www.sold-direct.com) and regular readouts on an appropriate local radio station. It is the customers responsibility to notify Sold-direct.com of the sale of the property, which will then result in the removing of the purchased Web site from the sold-direct server and removal of any advertising in the shop window ,through our own portal and on the radio.

**All fees will be invoiced within 48 hours of order and provision of service will commence within 3 working days of funds being received. Payments are accepted by cash, cheque and bank transfer. Please note all payments once cleared are NON REFUNDABLE as we deem your payment as confirmation of your order and acceptance of the terms and conditions.**

## 6. Additional Services

**Viewing Services to You.** If for any reason you are not able to handle a viewing of your property as arranged with a potential buyer, sold-direct.com will provide a representative to show the property on your behalf. We charge a fee of 249€ per viewing, and this needs to be paid by bank transfer prior to the viewing taking place. Sold-direct can only accept viewings that are booked 3 working days in advance and it is the property owners responsibility to inform the potential buyer of the location of the property and the name of the representative that he/she will be meeting.

**Keyholding.** If for any reason you require Sold-direct to hold keys for your property on your behalf, we do using the secure key tracking system, KeyTracker. We charge an annual fee for this service of

365€ and if the service is required billing will take place prior to keys being checked in.

**Valuations** Valuations are included with certain packages or may also be purchased separately. The Valuation Report attempts to provide an estimated market value of a property, as well as a minimum and maximum price range. The Valuation may also provide data for the area around your property which may include the median and average sales prices for the area. The Valuations that are available are based on public record information accessed from the Junta de Andalucía..  
MOREOVER, THE VALUATIONS PROVIDED BY SOLD-DIRECT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS, WITH NO WARRANTY OR GUARANTEE AS TO ITS ACCURACY, COMMERCIAL VALUE, MERCHANTABILITY OR FITNESS FOR USE IN A REAL ESTATE TRANSACTION.

**Legal Services** SOLD-DIRECT.COM is not a law firm, and the employees of SOLD-DIRECT.COM. are not acting as your attorney OR PROVIDING YOU LEGAL ADVICE. SOLD-DIRECT.COM cannot provide legal advice and can only provide ACCESS TO A THIRD-PARTY ATTORNEY. A THIRD-PARTY ATTORNEY – NOT SOLD-DIRECT.COM – IS THE ONLY PERSON THAT CAN PROVIDE legal ADVICE TO YOU.

No attorney-client privilege is created BETWEEN YOU AND SOLD-DIRECT.COM CORP.

**Financial Services** SOLD-DIRECT.COM is not a financial advisor, and the employees of SOLD-DIRECT.COM are not acting as your Financial Advisor OR PROVIDING YOU Financial Services. SOLD-DIRECT.COM cannot provide financial advice and can only provide ACCESS TO A THIRD-PARTY FINANCIAL ADVISOR. A THIRD-PARTY FINANCIAL ADVISOR– NOT SOLD-DIRECT.COM – IS THE ONLY PERSON THAT CAN PROVIDE FINANCIAL ADVICE TO YOU.

## 7. Domain registration and hosting

All our purchased domains are registered in the name of the rightful property owner with ICANN with sold-direct being registered as the administration contact. If for any reason you wish to transfer your domain to an alternative hosting provider, you will need to instigate the transfer yourself through your new provider and as such sold-direct will accept the transfer without question. Please note no refunds will be offered for unused hosting or domain names.

## 8. Modifications to the Services.

Sold Direct reserves the right to make any justified modifications to our services and our prices without prior notification. Once an order is confirmed with us (ie funds have been received) then services and prices agreed under that order will be delivered.

## 9. MLS Listing / Agency Listing

Sold-direct does not absorb any costs and commissions incurred by maintaining a listing on either the Numero Uno Estates MLS listing service or indeed with any other agent. The property owner is

liable for all costs incurred by continuing to market the property in this way.

#### 10. Downgrades, or Changes within 24 Hours of Purchase

If for any reason you make the decision to downgrade or change your package. Please notify us within 24 hours of confirming your order. Any changes outside of this timeframe will be liable to administration costs as deemed appropriate. Please note no refunds will be payable for a downgraded package after the 24 hour period. A minimum charge will be payable of 249€ relating to our bronze package.

#### 11. Technical Problems or Computer/Browser Requirements.

Every effort is made to ensure your personal website as provided as part of the services of sold-direct.com, has 100% uptime. However, we accept no liability for compensation or refund should your website be down due to the services provided to us, by our hosting provider.

All our websites are submitted to all the major search engines and are fully optimised. We do not however guarantee that any specific level of search engine ranking will be achieved. We accept no responsibility for any changes in search engines algorithms that affect your website ranking within that search engine.

#### 12. For Sale Boards

Every package from sold-direct includes a for sale board which features the sold-direct banner as well as your own (or appointed) contact details. By accepting these terms and conditions you agree to the for sale board being displayed at appropriate point on the property and that it will remain in situ until the property is sold. You also accept that a sold notice will be displayed on the for sale board once a deposit is received from your buyer and the board will remain in situ until the completion date and handover of the property.

#### 13. Third-Party Services.

Any dealings or communications you have through Sold-direct.com with any party other than Sold-direct.com are solely between you and that third party. For example, certain areas of Sold-direct.com may allow you to conduct transactions with third parties or purchase goods or services from third parties. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT, UNDER NO CIRCUMSTANCES, WILL Sold-direct.com. HAVE ANY LIABILITY RELATED TO ANY GOODS, SERVICES, RESOURCES OR CONTENT AVAILABLE THROUGH SUCH THIRD-PARTY DEALINGS OR

COMMUNICATIONS OR FOR ANY INFORMATION THAT YOU PROVIDE TO THIRD PARTIES OR FOR ANY HARM RELATED THERETO. Please review carefully that third party's policies and practices and make sure you are comfortable with them before you engage in any transaction. Complaints, concerns or questions relating to materials or services provided by third parties should be forwarded directly to the third party. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE WHETHER YOU HAVE PURCHASED A SERVICE THROUGH A THIRD PARTY. Though some magazine publishers that are Affiliate Publishers may offer access to the Web site, these Affiliate Publishers are not owned by Sold-direct.com and are not a part of Sold-direct.com. While some listings from these Affiliate Publishers may appear on the Web site, ALL CUSTOMER SERVICE AND BILLING ISSUES MUST BE HANDLED THROUGH THE INDIVIDUAL AFFILIATE PUBLISHERS, NOT Sold-direct.com.

14. Consent to E-mail Communications from Sold-direct.com, Affiliates, and Third Parties.

From time to time, we will send you e-mail announcements or correspondence on new features, products and services offered by Sold-direct.com, selected advertisers, affiliates, and related companies. BY PURCHASING, USING, OR ENJOYING THE SERVICES ON Sold-direct.com, YOU EXPRESSLY CONSENT AND OPT-IN TO RECEIVING E-MAIL FROM Sold-direct.com, ITS AFFILIATES, RELATED COMPANIES, AND ADVERTISERS. SOME ADVERTISERS MAY PREFER TO CONTACT YOU DIRECTLY, AND PURCHASING, USING, OR ENJOYING THE SERVICES ON Sold-direct.com, YOU EXPRESSLY CONSENT AND OPT-IN TO HAVING THIRD PARTY ADVERTISERS CONTACT YOU. If you wish to opt-out of email communications you must notify us in writing to [info@sold-direct.com](mailto:info@sold-direct.com)

15. Customer Provided information and content.

It is your responsibility as the customer to check all written content of your website upon completion of work in order to ensure its accuracy and it is your responsibility to notify us of any inaccuracies that may be present.

16. Ownership of property

By entering into an agreement with us you agree that you are the legal and rightful owner of the property being advertised for sale and have the full legal rights to offer the property for sale. Using a name other than your own legal name is prohibited.

17. Termination.

You understand, acknowledge, and agree that we, in our sole discretion, may terminate your account (or any part thereof) or access to and use of the Services, and remove and discard any information posted by you on or through the Services, for any reason or no reason, with or without notice and effective immediately, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms. You acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services if you have breached violated or acted inconsistently with the Terms. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TERMINATION OF YOUR ACCOUNT, ACCESS TO, OR USE OF THE SERVICES PURSUANT TO THIS SECTION. You may discontinue your participation in and access to the Services at any time, subject to the other provisions of these Terms.

18. Disclaimers and Limitation of Liability.

While Sold-direct.com uses reasonable efforts to include accurate and up-to-date information, we make no warranties or representations as to the accuracy of the data or information available on the Web site and assume no liability or responsibility for any error or omission in the such data or information. Sold-direct.com DOES NOT REPRESENT OR WARRANT THAT USE OF THE SERVICES WILL NOT INFRINGE RIGHTS OF THIRD PARTIES. Sold-direct.com has no responsibility for actions of third parties or for information provided or posted by others.

19. Indemnity.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, Sold-direct.com, ITS PARENT, SUBSIDIARIES, AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE PARTNERS, SUPPLIERS, LICENSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND AGENTS, FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, TRADE DISPARAGEMENT, PRIVACY AND INTELLECTUAL PROPERTY INFRINGEMENT) AND DAMAGES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING FROM OR RELATING TO ANY ALLEGATION REGARDING: (1) YOUR USE OF Sold-direct.com; (2) Sold-direct.com's USE OF ANY CONTENT OR INFORMATION YOU PROVIDE, AS LONG AS SUCH USE IS NOT INCONSISTENT WITH THIS AGREEMENT; (3) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR MEMBERSHIP ACCOUNT, EVEN IF NOT POSTED BY YOU; AND, (4) ANY VIOLATION

OF THIS AGREEMENT, THESE TERMS, OR THE TERMS OF SERVICE BY YOU.

20. Modifications to the Terms.

We may change the Terms from time to time without prior notification to you. Each time you access the Web site, you will be governed by the Terms then present on the Web site and in effect. IF YOU OBJECT TO ANY SUCH CHANGES, YOUR SOLE RECOURSE SHALL BE TO CEASE USING THE SERVICES. CONTINUED USE OF THE SERVICES FOLLOWING ANY SUCH CHANGES SHALL INDICATE YOUR ACKNOWLEDGEMENT OF SUCH CHANGES AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF SUCH CHANGES, WITHOUT LIMITATION OR QUALIFICATION. In addition, when using particular portions of the Services, you will be governed by additional terms which will appear when accessing such Services. All such additional terms are herein incorporated by reference. In the event of a conflict between such additional terms and these Terms, such additional terms shall govern when you access such Services.

21. Terms of Service and Privacy Policy.

The Terms of Service and Privacy Policy for Sold-direct.com are hereby incorporated by reference into these Terms, and your agreement to these Terms means that you also expressly agree to be bound by the Terms of Service and Privacy Policy for Sold-direct.com. For Customers, in the event of a conflict between these Terms, on the one hand, and the Terms of Service and Privacy Policy, on the other, these Terms shall take precedence.

22. Governing Law.

These Terms will be governed by and construed in accordance with the laws of Andalusia, Spain, without regard to its conflicts of law provisions.