

Terms of Business

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WHEN USING PROPERTYINBRASIL.COM ("this Site").

These terms and conditions are with effective date of 1st April 2013 and are deemed to include our Privacy Policy and are collectively known as "Terms Of Business".

PropertyinBrasil.com is operated by Far Reach Projects Limited, 1st Floor, 2 Woodberry Grove, Finchley, London N12 0DR with Company Number 08464622.

When you use this web site and the services contained therein ('Services') you agree to comply with and be bound by the following Terms of Business. If you do not agree to and accept these Terms of Business, you should not use this website. All references within these Terms of Business to 'we/us/our' refer to **Far Reach Projects Limited**.

These Terms of Business shall be governed by and construed in all respects by and in accordance with the laws of England and Wales. You agree that any claim or dispute you might have with PropertyinBrasil.com must be resolved by the Courts of England and Wales. Should any provision of these Terms of Business be determined to be invalid or unenforceable by any court having competent jurisdiction, all other provisions of these Terms of Business shall remain in full force and effect.

PropertyinBrasil.com specialize and focus solely on advertising property for sale or rent in Brazil.

We offer an online service whereby Sellers/Landlords and Agents in Brazil can offer and advertise directly their properties for sale or rent whether it be a house, apartment, land, business or other form of property.

In this way, we put you in direct contact with an Owner, Seller or Agent. In this way, you see the local selling price and can negotiate directly rather than through various middlemen that simply confuse, and can often increase the costs, of any transaction to cover their fees and costs.

If you want to buy or rent any property advertised then please do not hesitate to send in an enquiry with the details of which properties are of interest.

Your enquiry will be sent directly to the Owner, Seller or the Agent for them to contact you directly.

In all transactions, it is recommended that you always use a Brazilian lawyer and never send funds to anyone other than the beneficiary under a contract. Please see our Terms of Business for more details.

As a condition of your use of PropertyinBrasil.com, you agree that you will not:

- transmit any data or material designed to damage, destroy or limit the functionality of our website or the Services.
- Be misleading or false
- Infringe any third party right(s)
- Violate any laws, be harmful or immoral.
- use any automated software to view the Services without consent
- use the Services other than for your own personal use or as a Seller or an Agent listing properties for sale and/or to rent.
- attempt to copy our data or reverse engineer our processes without our consent
- distribute or contain spam, viruses, chain letters, and/or any other technology that could harm the sight or other users of the site..
- use our Services in breach of any policy or other notice on our website.
- remove or alter any copyright notices that appear on our website.
- publish any material that may encourage a breach of any relevant laws or regulations.
- interfere with any other user's enjoyment of our website or the Services.
- transmit materials protected by copyright without the permission of the owner.
- Post or in any way act in an offensive, threatening, obscene, defamatory or abusive manner.
- Bypass any security measures on the site
- Harvest e-mails and other data from the site

Registration and security

You must be over eighteen years of age to register on our website.

All information and data provided by a User on registration are to be true, accurate, current and complete. It is your responsibility to update and inform us of any changes to the details provided on registration.

By registering with the service, you agree that we can send you emails about your account, other PropertyinBrasil.com services and occasional third party offers although you can unsubscribe from communications at any time by e-mail to sales@PropertyinBrasil.com

You are solely responsible for any and all information that you submit to the site. We reserve the right to restrict usage of the site or refuse registration.

When registering, you will be asked to create a password and will be responsible for maintaining the confidentiality of your password and restricting access to your computer, as you will be accountable for any activities conducted under your password. If you believe that someone has accessed your account without authorisation, please contact us immediately.]

Whereas we may issue warnings, limit use of the site and/or terminate services of any User breaching these Terms of Business, you are solely responsible for information that you submit to the site.

Materials you provide

By submitting content on our website or otherwise providing content to us in connection with the Services ('Materials'), you grant us a royalty-free, perpetual, irrevocable and non-exclusive right and license to (a) use, reproduce, distribute, display, modify and edit these Materials in connection with

the Services and (b) sublicense these rights. We will not pay you any fees for these Materials (other than where governed by a separate Contract) and reserve the right in our sole discretion to remove or edit them at any time. You also warrant and represent that you have all rights necessary to grant us these rights. We permit you to post Materials on our website in accordance with our procedures and these Terms of Business.

Your responsibilities

We are not an estate agency and we provide a service whereby Sellers and Agents may market and you may view property details ('Details') together with other content hosted and developed by us. Sellers or Agents are responsible for preparing the Details and fielding enquiries directly from you. We do not get involved in any communications between you and agents and we do not participate in any part of the transaction.

Details are hosted by us in good faith but are produced directly by Sellers or Agents and have not been verified by us. You are responsible for making your own enquiries and we provide no guarantee and accept no responsibility for the accuracy or completeness of any information contained within the Details.

- You are responsible for checking, confirming and satisfying yourself as to the accuracy of any Details.
- You are responsible for instructing a surveyor and obtaining legal advice before committing to any purchase.
- You are responsible for ensuring that you act in good faith towards any other parties.

Availability of website

We strive to ensure that our website and the Services are available to you at all times but cannot guarantee that either the website or the Services will operate continuously, without interruptions or be fault free. On occasion, necessary maintenance or upgrade work requires us to make the website and the Services unavailable without notice, but we aim to keep downtime to a minimum. We accept no liability for any interruption or loss of service. We reserve the absolute right to alter, suspend or discontinue any part of our website or the Services, including your access to it.

Third parties

Our website may contain links to third party products, services and/or websites that are not affiliated with us. We have no control over the products, services or websites of these third parties and we do not guarantee or take responsibility for them. Our website may also contain advertising from third parties and we are not responsible for any misleading or inaccurate advertisements which are the sole responsibility of the advertiser. Any links or advertisements on our website should not be taken as an endorsement by us of any kind. Furthermore, our website contains data provided by third parties and we accept no responsibility for any inaccuracies in this material. You agree to release us from any claims or disputes of any kind arising from or in any way connected to such disputes with third parties.

Intellectual property

The Services and all content on our website, including but not limited to design, copy, search results, images, graphics, structure, layouts and the underlying software code are protected by copyright

and trademarks and are subject to the intellectual property rights of **Far Reach Projects Limited** and its licensors. Our logos together with our trademarks and/or service marks may not be copied or reproduced without our prior written consent. All rights are reserved, except for the limited licensed rights expressly granted below.

You may not reproduce, republish, transmit or distribute any material or information on our website without our prior consent. However, you are granted a limited right to access the Services and retrieve, display and print content pages for your own personal, non-commercial use only. We reserve the right, in our sole discretion and without notice to you, to terminate your licence to use our Services and to prevent future access by you to our website.

News articles displayed on our website are the copyright of **Far Reach Projects Limited**

Disclaimer

The Services are provided on an 'as is' and 'as available' basis and we make no representations or warranties of any kind, either express or implied.

We strive to ensure that our website and the Services are available to you at all times but cannot guarantee that either the website or the Services will operate continuously, without interruptions or be fault free. On occasion, necessary maintenance or upgrade work requires us to make the website and the Services unavailable without notice, but we aim to keep downtime to a minimum. We accept no liability for any interruption or loss of service. We reserve the absolute right to alter, suspend or discontinue any part of our website or the Services, including your access to it.

You expressly agree that your use of our website and the Services is at your sole risk and we expressly disclaim any and all warranties, either express or implied, including without limitation warranties as to quality, suitability for any purpose, compatibility, reliability, accuracy, completeness, timeliness, access or use. We accept no responsibility and make no guarantee that the Services will be free from faults, errors and/or omissions. It is your sole responsibility to evaluate the quality, suitability, accuracy, completeness and reliability of the Services or any information provided.

None of the Services we offer are intended to be a substitute for independent professional advice and users are recommended to seek advice from suitably qualified professionals such as surveyors and solicitors if relevant to their particular circumstances. We shall not be liable for any losses suffered.

Property descriptions and other information provided on our website are intended for information and marketing purposes and, whilst displayed in good faith, we will not in any circumstances accept responsibility for their accuracy. The property advert pages on our website do not constitute property particulars and these should be available directly from the Seller or Agent marketing the property. It is the responsibility of prospective buyers/tenants to satisfy themselves as to the accuracy of any property descriptions displayed and the responsibility of Sellers and Agents to ensure the accuracy and integrity of property descriptions provided on our website and in any property particulars.

Limitation of liability

In no event shall we nor any of our officers, shareholders, directors, employees, agents or suppliers be liable for any loss or direct, indirect, consequential, incidental, special or any other damages

arising from your use of the Services. Should you not agree with any part of these Terms of Business or have any dispute or claim against us or our suppliers with respect to these Terms of Business or the services, your sole and exclusive remedy will be to discontinue using the Services.

Notwithstanding the foregoing, nothing in this clause is intended to limit any statutory rights you may have as a consumer which may not be excluded nor in any way to exclude or limit our liability to you for personal injury or death caused by our negligence.

Indemnification

You agree to indemnify, defend and hold us and our affiliated companies, shareholders, officers, directors, employees, agents or suppliers harmless from any and all claims or demands, made by any third party due to or arising out of your use of the Services, the violation of these Terms of Business by you, or the infringement by you of any intellectual property or other right of any other person or entity.

Changes to Terms of Business

We reserve the right in our sole discretion to change these Terms of Business at any time without prior notice to you. Any changes will be posted on our website and become effective at the time of posting. Your continued use of the Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. We reserve the right to modify, suspend or discontinue all or part of the Services at any time to you and/or others, with or without notice. We shall not be liable to you or any other party should we exercise our right to modify, suspend or discontinue all or part of the Services.

Applicable law

These Terms of Business shall be governed by and construed in accordance with English law and the parties agree that any disputes will be settled in English courts, save that we may take action in any relevant jurisdiction to enforce our intellectual property rights. Should any provision of these Terms of Business be determined to be invalid or unenforceable by any court having competent jurisdiction, then the invalid or unenforceable provision will be replaced with a provision that reflects the intent of the original provision, to the extent permitted by applicable law and all other provisions of these Terms of Business shall remain in full force and effect.

General

The headings in these Terms of Business are solely used for convenience and have no legal or contractual significance. We may assign this Agreement, in whole or in part, at any time without notice to you and upon such assignment will be relieved of any further obligation under these Terms of Business. You may not assign, transfer or sublicense your rights, if any, under these Terms of Business.

If we delay or don't enforce any right or provision of these Terms of Business with respect to a breach by you or others shall not constitute or be construed as a waiver of such right to act. We shall not be responsible for any breach of these Terms of Business caused by circumstances beyond our control.

These Terms of Business together with the Privacy Policy constitute the entire agreement between you and us with respect to the Services and supersede any and all prior agreements and understandings between you and us.

If you have any questions or comments about our Terms of Business, please [Contact Us](#)