

REA ONLINE AUCTIONS

TERMS & CONDITIONS OF SALE

By using the REA Online Auctions website (the "Website") you agree to be bound by the general terms and conditions set out below and any specific terms and conditions applicable to the service you are availing of (together the "Terms and Conditions"). By using the Website you confirm that you accept the Terms and Conditions and that you agree to comply with them. If you do not agree with the Terms and Conditions, you must not use the Website.

1. Any reference made on the Website to "REA Online Auctions", "we", "us" or like terms refers to REA Online Auctions where the context so admits, includes any or all members including its subsidiary companies.
2. The Terms and Conditions, together with the content and use of the Website shall be governed by and construed in accordance with Irish law. Any dispute in relation to the Website shall be governed by the laws of Ireland and the Irish courts shall have exclusive jurisdiction in respect of any such dispute.
3. You hereby acknowledge and agree that the Website is available for use 'as is' and 'as available', with no warranties of any kind whatsoever. We have taken care to ensure that the material and information contained on the Website is as accurate as possible. However, you hereby acknowledge and agree that the Website and the material and information contained therein are available for use 'as is' and 'as available', with no warranties of any kind whatsoever. We do not give any representation or warranty, express or implied, and shall have no responsibility in relation to the accuracy, completeness, availability, reliability, security, and suitability, fitness for purpose or performance of the Website or the contents thereof. All users should take independent professional advice if they require information in relation to any matter addressed on the Website.
4. Except as expressly set out in the Terms and Conditions, all representations, warranties, terms and conditions whether express or implied in relation to the Website or the information contained therein are hereby excluded to the fullest extent permitted by law.
5. In no event will we, or other third parties associated with the provision of the Website, be liable for any damage or loss suffered by you (whether direct, indirect, special, incidental, punitive or consequential loss including, without limitation, loss of profits, loss of data or business interruption) arising as a result of use, inability to use or reliance on the Website, or any materials or information contained therein (including, without limitation, any errors, inaccuracies or omissions in such information or any faults, interruptions or delays in connection with the Website whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages or otherwise howsoever arising. If your use of the materials or information contained in the Website results in the need for servicing, repair or correction of equipment or data, you assume all costs of such.
6. Nothing on the Website should be construed as constituting an offer, acceptance or contract or any part thereof. The particulars contained on the Website are based on documents prepared from preliminary plans and specifications and are intended only as a guideline as final finishes may vary. Any areas, measurements or distances provided are approximate. Text, photographs, plans and site plans shared are for guideline purposes only, are not necessarily comprehensive and may be subject to change. It should not be assumed that any property on the Website has all the necessary planning, building regulations or other consents. We have not made any investigation into the existence or otherwise of any environmental issues e.g. pollution of land, air or water contamination. Any purchaser should, through legal requisitions and surveys, establish the suitability, title and condition of a property before finalising the purchase of the property and the information contained on the Website shall not replace this responsibility.
7. In accessing the Website you agree to comply with all applicable laws in force in the place from where you are accessing the Website. We reserve the right to refuse access to the Website or the services contained therein at our discretion, including, without limitation, if we believe that particular conduct violates applicable law, is harmful to our interests or is in breach of the Terms and Conditions.
8. You must not misuse the Website by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt to gain unauthorised access to the Website or the server on which the Website is stored or any server, computer or database

connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

9. As a condition of use of the Website you agree to indemnify us and our affiliates, officers, employees and agents from and against any and all liabilities, other expenses (including costs and legal fees) and damages arising out of claims resulting from your use of the Website.
10. All content and designs included in the Website (including, without limitation, text, graphics, logos, button icons, images, audio clips and software) is protected by copyright, trademark or other intellectual property rights and is the property of REA Online Auctions or is licensed to REA Online Auctions by third party providers. You may print or download, in electronic form, material from the Website for your personal and non-commercial use. You may not make any changes to any material that you print or download including, without limitation, removing any copyright or prohibitory notices. All other uses are prohibited including, without limitation, distributing, reproducing, modifying or copying, or using for any commercial purposes, any of the materials or contents of this site.
11. The Website may contain links to websites operated by third parties. Such links are provided for your convenience only. We have no control over these websites and we are not responsible for their availability or content. The inclusion on the Website of links to such other websites does not imply any endorsement of the material on such websites or any association with their operators. You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Website on any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.
12. Any use of the Website otherwise than in accordance with the Terms and Conditions may result in, among other things, termination or suspension of your access to the Website. In order to comply with an order of a court of competent jurisdiction or to protect our systems or users of the Website, we may process and disclose any information held by us in relation to a user of the Website who posts or uploads inappropriate or objectionable Content (as defined below) including, without limitation, their name, email address, IP address, usage history, and Content.
13. The Terms and Conditions and any documents referred to herein may be amended from time to time by us. The Website will specify the latest date on which the terms of use have been amended.