

# Ebullient®

Housing and Investments



EBULLIENT IS A REGISTERED TRADEMARK FOR REAL ESTATE SERVICES AS PER 'TRADE MARKS ACT 1999' OF INDIA. ANY ADAPTATION OR DUPLICATION IN ANY OTHER COLOUR OR KIND OF THE BRAND MAY LEAD TO LEGAL PROSECUTION

## Terms & Conditions

This user agreement governs the provision of Services provided by Ebullient Housing and Investments. The terms “you” and “your” refer to the person that obtains, uses or otherwise accesses the Services.

### 1. ABOUT THIS AGREEMENT

1.1. This Agreement comprises the following parts:

- (a) the electronic application form for the Services available on the online listing portal (Application Form);
- (b) these terms and conditions (as amended by Ebullient Housing and Investments from time to time);
- (c) the general Terms and Conditions of Use for the Website (add hyperlink for legal) (as amended by Ebullient Housing and Investments from time to time); and
- (d) any other document provided to you by Ebullient Housing and Investments expressed to form part of this Agreement.

### 2. SERVICES

2.1. The Services provide you with the functionality and platform to enable you to list your properties for sale or rent on the website located at [www.ebullienthousing.com](http://www.ebullienthousing.com). Please note that the features and functionality that may be available as part of the Services or that are available on the Website may be different depending on the device or application used to access the Services or the Website (eg desktop vs mobile).

2.2. You may apply for a Service through the ADD A LISTING tab. The payment once made will not be refunded.

2.3. You acknowledge that your real estate listings software provider may take all action necessary for your listings to be transferred to [www.ebullienthousing.com](http://www.ebullienthousing.com) and uploaded to the Website.

2.4. If [www.ebullienthousing.com](http://www.ebullienthousing.com) finds out any discrepancy in the listing or details then [www.ebullienthousing.com](http://www.ebullienthousing.com) may, on reasonable notice to you: Reject/cancel the Service and refund your money in a few working days.

2.5 If the service to which you propose to transfer you to is materially detrimental to you, then you may cancel the service, but you will not be entitled to any refunds or reimbursements of any Fees and charges paid for or in connection with that service.

2.5. A Service does not include: (a) back up services; (b) customisation; (c) training; (d) attendance at your premises; or (e) correction of errors or defects, including those caused by: (i) faulty equipment or hardware provided by you; or (ii) your negligent acts or omissions and any events beyond [www.ebullienthousing.com](http://www.ebullienthousing.com)'s reasonable control.

3. [www.ebullienthousing.com](http://www.ebullienthousing.com) Commits to you

3.1. [www.ebullienthousing.com](http://www.ebullienthousing.com) will: Provide the premium listing Services after receiving the payment exclusive of GST, will provide all the services mentioned in the select package section at the given price after reviewing your post and list it for a period of 365 Days for mentioned inventory on the website

3.2. [www.ebullienthousing.com](http://www.ebullienthousing.com) does not guarantee, represent or warrant that:

- (a) you or users of the Website will have continuous access to the Website;
- (b) the Services will be complete or free from all viruses, defects or errors. You acknowledge and agree that the existence of any defects or errors in a Service does not constitute a breach of any agreement between you and [www.ebullienthousing.com](http://www.ebullienthousing.com); and
- (c) any information supplied or accessed using a Service is correct and complete or sufficient for your intended use.

3.3. [www.ebullienthousing.com](http://www.ebullienthousing.com) will not be liable in the event that the Website is unavailable for any reason, including but not limited to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunication supplies.

4. YOUR COMMITMENT TO [www.ebullienthousing.com](http://www.ebullienthousing.com)

4.1. You are solely responsible for:

- (a) obtaining any telecommunication services and infrastructures (including Internet access) required to access and use the Services; and
- (b) ensuring that any communications through the Internet (including emails) is appropriately secured in transit and during delivery of such communications.

4.2. In using the Service, you must:

- (a) ensure the Submitted Materials are provided in the form required by [www.ebullienthousing.com](http://www.ebullienthousing.com) from time to time and contain the correct property and do not contain any information which you would not otherwise be permitted to publish through [www.ebullienthousing.com](http://www.ebullienthousing.com)
- (b) only submit material to [www.ebullienthousing.com](http://www.ebullienthousing.com) by a method pre-approved by [www.ebullienthousing.com](http://www.ebullienthousing.com)
- (c) comply with all policies specified or otherwise notified by [www.ebullienthousing.com](http://www.ebullienthousing.com) to you from time to time, including all policies set out in the Website;
- (d) provide [www.ebullienthousing.com](http://www.ebullienthousing.com) with such assistance as is reasonably necessary to provide you with the Service;
- (d) notify [www.ebullienthousing.com](http://www.ebullienthousing.com) in writing if you change any information required by [www.ebullienthousing.com](http://www.ebullienthousing.com) to provide a Service;

4.3. You must not:

- (a) use a Service for any purpose other than those purposes outlined on adda listing section and terms mentioned in the user Agreement;
- (b) do anything which impairs the lawful use of a Service by any person;
- (c) insert any tag, code, cookie or other data tracking or collection device in an advertisement for the purpose of re-targeting [www.ebullienthousing.com](http://www.ebullienthousing.com) users on a third party site, network or exchange;
- (d) link, pool, correlate, resell, transfer, disclose or make available any advertising statistics the result of displaying the creative on [www.ebullienthousing.com](http://www.ebullienthousing.com) for the purposes of behavioral targeting or other type of re-targeting off the [www.ebullienthousing.com](http://www.ebullienthousing.com) network without [www.ebullienthousing.com](http://www.ebullienthousing.com)' express written permission;
- (e) introduce or use any device, software or routine that interferes or attempts to interfere with the operation of a Service including but not limited to any device intended to copy any information published by [www.ebullienthousing.com](http://www.ebullienthousing.com) including any listing;
- (f) create or otherwise produce either directly or indirectly or wholly or partly any database which is substantially comprised of any information published by [www.ebullienthousing.com](http://www.ebullienthousing.com);

4.4. You warrant to [www.ebullienthousing.com](http://www.ebullienthousing.com) that:

- (a) you have obtained and will maintain all licences, permits, approvals and consents necessary to enable you to operate as a real estate agent, property developer or builder and that are otherwise required for your business and its operations;
- (b) all Submitted Material, whether for the purposes of publication or not:
  - (i) is accurate and complies with all relevant laws;
  - (ii) does not infringe any person's rights (including intellectual property rights), and that the use of all Submitted Material does not and will not infringe any person's rights (including intellectual property rights);
  - (iii) is not illegal, fraudulent, obscene, offensive, defamatory, or in any way unsuitable for people under the age of eighteen (18) years;
  - (iv) is not misleading or deceptive or likely to mislead or deceive; or
  - (v) not comprised of anything which may adversely reflect in the Website or any website on which the information is published; and
- (c) you will comply with all applicable laws in relation to your use of the Service, including all laws in relation to handling and use of personal information.

4.5. You are solely responsible for ensuring that [www.ebullienthousing.com](http://www.ebullienthousing.com) has your correct contact details to enable [www.ebullienthousing.com](http://www.ebullienthousing.com) to provide you with the Services. You agree that [www.ebullienthousing.com](http://www.ebullienthousing.com) may use personal information provided by you or otherwise collected by us, directly or indirectly, from you in accordance with [www.ebullienthousing.com](http://www.ebullienthousing.com)' Privacy Policy.

## 5. SPECIFIC TERMS RELATING TO LISTINGS

5.1. In using the Service, you must:

- (a) only list real property for sale, rent or lease ;
- (b) only list properties which are presently available for sale, rent or lease and which you have been authorised to market for sale, rent or lease;
- (c) not include any promotional web addresses or other promotional material that is not directly related to [www.ebullienthousing.com](http://www.ebullienthousing.com) your listing and your services to lease and sale the property that is the subject of that listing;
- (d) not include any information that relates to a business or service that directly or indirectly competes with and its related bodies corporate;
- (e) ensure that any Submitted Material in respect of a property, accurately represents the property in question and is free from borders, watermarks (unless otherwise allowed as an exception by [www.ebullienthousing.com](http://www.ebullienthousing.com)), location or contact details;
- (f) accurately indicate the location of the property being listed;;
- (g) immediately remove any properties which are no longer for sale, rent or lease (for example properties which have been sold, rented, leased or withdrawn from the market);
- (h) only list each property for sale rents, or lease once on the Service;
- (i) provide to [www.ebullienthousing.com](http://www.ebullienthousing.com) in respect of each property at least the minimum required fields for publication, as set out in clause 6 of this Agreement and/or the Website;
- (j) ensure that you only list sale and rental listings for
- (k) only list two listing property listings only for two units with unite number

5.2. [www.ebullienthousing.com](http://www.ebullienthousing.com) will not to the full extent permitted by law, be liable for error, misplacement, amendment, omission or failure to publish any listing.

## 6. MINIMUM INFORMATION

6.1. The following information is the minimum information which you must submit to [www.ebullienthousing.com](http://www.ebullienthousing.com) in respect of each listing for publication on the Website:

- (a) street address;
- (b) property type (e.g. house, apartment);
- (c) title;
- (d) description and ammnunities;
- (e) number of bedrooms (except for vacant land);
- (f) number of bathrooms (except for vacant land);
- (g) number of car spaces (except for vacant land);
- (h) images (minimum of 1);
- (i) display price (may be numeric value or text, eg POA); and
- (j) status (e.g. current, sold, leased, withdrawn).

6.2. Where you do not provide, or authorise [www.ebullienthousing.com](http://www.ebullienthousing.com) to publish, all of the above information set out above in a listing, home-sales may or may not publish the listing on the Website.

6.3. [www.ebullienthousing.com](http://www.ebullienthousing.com) reserves the right to update the minimum required information that must be provided in respect of each listing for publication on the Website by either updating this Agreement or updating the field requirements on the Website.

#### 7. PROPERTY LISTING GUIDELINES

7.1. [www.ebullienthousing.com](http://www.ebullienthousing.com) may, from time to time, set guidelines for how property listings will be returned in searches on the Websites.

7.2. As at the date of this Agreement, information that [www.ebullienthousing.com](http://www.ebullienthousing.com) uses to determine the search results includes:

(a) the provided values, property type, property attributions and relevant third party data and sources; and

(b) for determining search results around price or price refinement

7.3. [www.ebullienthousing.com](http://www.ebullienthousing.com) reserves the right to update these guidelines from time to time by either updating this Agreement or making available the updated guidelines on the Website.

#### 8. SPECIFIC TERMS RELATING TO LEADS

8.1. You acknowledge and agree that:

(a) [www.ebullienthousing.com](http://www.ebullienthousing.com) provides no warranties in relation to the number of leads (that is, enquiries for further information submitted by users of the Website) you may receive; and

(b) [www.ebullienthousing.com](http://www.ebullienthousing.com) has no control over authenticity, accuracy or otherwise of any such leads.

8.2. You must:

(a) provide a valid email address in respect of each listing to which leads should be sent by [www.ebullienthousing.com](http://www.ebullienthousing.com) (or any third party with whom you have an agreement);

8.3. You acknowledge that:

(a) [www.ebullienthousing.com](http://www.ebullienthousing.com) will use its best endeavours to deliver all leads to the nominated email address, or where this is not available, an alternate email address;

(b) [www.ebullienthousing.com](http://www.ebullienthousing.com) will not be liable for any delay or failure to deliver leads to you which is caused by any technical or technological fault or failure or where any delay or failure to deliver a lead is due to any third party (such as a third party website which displays listings); and

(c) in order to accurately record the number of leads delivered for each listing, [www.ebullienthousing.com](http://www.ebullienthousing.com) retains sole control over the contact details provided by you, and you will not attempt to include any unauthorised contact details in any listing.

#### 9. SUBMITTED MATERIALS AND MONITORING OF CONTENT

9.1. By uploading Submitted Materials you automatically grant (or warrant that the owner of such material expressly grants) to [www.ebullienthousing.com](http://www.ebullienthousing.com) a world-wide, non-exclusive, perpetual, royalty-free, irrevocable, transferable and sub-licensable licence to use, reproduce, adapt, modify, communicate, display, perform, store and distribute those Submitted Materials for the purposes of:

(a) performing its obligations pursuant to this Agreement;

(b) publishing the Submitted Materials and any information included in a listing on the Website (including any websites owned or operated by [www.ebullienthousing.com](http://www.ebullienthousing.com), share or distribute listings, information or materials) and any related services, including search engines, or any other online or print based media;

(c) creating statistics, databases and compilations for use by [www.ebullienthousing.com](http://www.ebullienthousing.com), provided that [www.ebullienthousing.com](http://www.ebullienthousing.com) will not disclose your information in any matter that identifies your information as yours; and

9.2. Without limiting the foregoing, you agree that Submitted Materials may be used by [www.ebullienthousing.com](http://www.ebullienthousing.com) for purposes including marketing, research and development of goods and services.

9.4. [www.ebullienthousing.com](http://www.ebullienthousing.com) reserves the right to amend, edit, block or immediately remove Submitted Material without notice to you that it considers is or may be, in its sole discretion where you have breached a warranty or term set out above.

9.5. Despite any other provision to the contrary [www.ebullienthousing.com](http://www.ebullienthousing.com) reserves the right in its absolute discretion, and without any liability to you or any other person, to:

(a) publish and/or communicate to the public any materials (including Submitted Materials), including where you have breached this Agreement;

- (b) determine the timing of publication of the Submitted Materials;
- (c) take and exercise sole editorial control (including placement of watermarks) in relation to all Submitted Materials (including listings) to be published on the Website or otherwise in connection with the Services; and
- (d) take down, remove or otherwise cease publishing and communicating to the public any materials (including Submitted Materials).

9.6. Notwithstanding clause 9.5, [www.ebullienthousing.com](http://www.ebullienthousing.com) is under no obligation to monitor Submitted Material to ensure it complies with any law, guideline or requirements or that it is generally suitable for publication.

9.7. You waive any moral rights you may have in relation to the Submitted Material. You agree to any act or omission by [www.ebullienthousing.com](http://www.ebullienthousing.com) or on its behalf where such act or omission would, but for your waiver and consent in this clause, constitute a breach of your moral rights in relation to the Submitted Material.

9.9. While [www.ebullienthousing.com](http://www.ebullienthousing.com) will use its best endeavours to store your information in its database, it provides no warranty as to such storage and will not, subject to clause 11, be liable in the event that there is a corruption, deletion or failure to store any information which relates to you including any listing or any inability to access such information. Accordingly, [www.ebullienthousing.com](http://www.ebullienthousing.com) strongly recommends that you keep a permanent record of all information and data which relates to you.

#### 10. CONFIDENTIALITY AND PRIVACY

10.1. Each party acknowledges and agrees that [www.ebullienthousing.com](http://www.ebullienthousing.com)' Confidential Information includes: (a) the provisions of this Agreement; and (b) all information provided by [www.ebullienthousing.com](http://www.ebullienthousing.com) to you under this Agreement, including [www.ebullienthousing.com](http://www.ebullienthousing.com)' technical, operational, and commercial information in relation to the supply of Services.

10.2. A party must not disclose the other party's Confidential Information to any person except:

- (a) to its customers and real estate clients need to know" basis, but only if those persons have agreed to keep the Confidential Information confidential in accordance with the terms of this Agreement;
- (b) with the other party's prior written consent, but only to the extent that such consent is given;
- (c) if it is in the public domain, other than as a result of a breach of this Agreement by the recipient (with the "recipient" being the party receiving the Confidential Information from the party disclosing it).

10.3. You acknowledge and agree that:

- (a) you must ensure that you do not, and do not allow any other person (including your users) to access or use the Services in a manner contrary to the requirements of any laws;
- (b) you are solely responsible for obtaining all necessary consent with respect to the collection, use, access, disclosure and storage of personal information (including sensitive information) in relation to your access or use of the Services; and
- (c) you will ensure that any person whose information is disclosed to [www.ebullienthousing.com](http://www.ebullienthousing.com) in the course of accessing or using the Services, or otherwise in connection with this Agreement, acknowledges that [www.ebullienthousing.com](http://www.ebullienthousing.com) handles personal information according to [www.ebullienthousing.com](http://www.ebullienthousing.com)' Privacy Policy, as amended by [www.ebullienthousing.com](http://www.ebullienthousing.com) from time to time.

10.4. You agree that [www.ebullienthousing.com](http://www.ebullienthousing.com) Confidential Information includes all [www.ebullienthousing.com](http://www.ebullienthousing.com) account information, including user identification details and password information. You agree: (a) to immediately change any account information if the security of the account has been compromised in any way; and (b) that you are responsible for all transactions entered under your account, including all use of your user identification details or passwords.

10.5. You acknowledge and agree that we may collect and use personal information as described in [www.ebullienthousing.com](http://www.ebullienthousing.com) privacy policy available at (as amended by [www.ebullienthousing.com](http://www.ebullienthousing.com) from time to time).

#### 11. TERMINATION OF THIS AGREEMENT

11.1. [www.ebullienthousing.com](http://www.ebullienthousing.com) may immediately terminate this Agreement for cause on notice to you if you:

- (a) fail to pay the Fees or any other fees or charges under this Agreement by the due date for payment;
- (b) breach any provision of this Agreement that is not capable of remedy;
- (c) breach any provision of this Agreement that is capable of remedy and you fail to remedy such breach with 14 days' of [www.ebullienthousing.com](http://www.ebullienthousing.com)' notice to do so;
- (d) assign or purport to assign this Agreement; or
- (e) are or become insolvent.

13.2. [www.ebullienthousing.com](http://www.ebullienthousing.com) may immediately terminate this Agreement on notice to you and without any liability if:

- (a) in relation to international listing syndication, any agreement between [www.ebullienthousing.com](http://www.ebullienthousing.com) and a third party to provide, share or distribute listings terminates or expires; that you are not entitled to any refund or reimbursement of any Fees.

#### 14. INTELLECTUAL PROPERTY RIGHTS

14.1. Nothing in this Agreement transfers ownership in, or otherwise grants any rights in, any intellectual property rights of [www.ebullienthousing.com](http://www.ebullienthousing.com), except any rights expressly granted to you under this Agreement.

14.2. All intellectual property rights in a Service and all information generated, compiled, arranged, stored or otherwise developed by [www.ebullienthousing.com](http://www.ebullienthousing.com), including any listing, belong to [www.ebullienthousing.com](http://www.ebullienthousing.com).

#### 15. AMENDMENTS TO AGREEMENT

#### 16. Listing FEES

16.1. All Fees mentioned are exclusive of GST

16.2. You must pay the Fees at the beginning of the service which is mandatory to list your projects

16.3. [www.ebullienthousing.com](http://www.ebullienthousing.com) may vary the Fees payable depending on the market trends for any new listing [www.ebullienthousing.com](http://www.ebullienthousing.com)