

# Terms of Use

- Usage of this site is governed by the following terms and conditions:
- THIS **AGREEMENT** is made between BProperty.com Limited and you ("the User").

1. **DEFINITIONS**
  1. **"Effective Date"** - the date on which this set of terms and conditions entered effect.
  2. **"Intellectual Property Rights"** - all copyrights, patents, registered and unregistered design rights, database rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
  3. **"Material"** - content published on the Website or otherwise provided to Decor design & development Ltd. For the avoidance of doubt, it includes all content posted on the Website by the User or otherwise provided to Decor design & development Ltd by the User.
  4. **"Registration Details"** - the details which a User must provide on registering for the Website including name, phone numbers, email address, age or address.
  5. **"Service"** - the provision of the Website as a property portal.
  6. **"Unacceptable"** - Material which under the laws of any jurisdiction from which the Website may be accessed may be considered either:-
    7. illegal, illicit, indecent, obscene, racist, offensive, pornographic, insulting, false, unreliable, misleading, alleged to be or actually defamatory or in infringement of third party rights (of whatever nature and including, without limitation, any Intellectual Property Rights);
    8. in breach of any applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory);
    9. to contravene legislation, including without limitation, that relating to weapons, animals or alcohol;
    10. might harm Decor design & development Ltd's reputation.
  11. **"User"**- any party who uses the Website.
  12. **"Website"** - Decor design & development Ltd's website located at [www.Decor design & development Ltd.com](http://www.Decor design & development Ltd.com).
  13. **"Decor design & development Ltd "** Decor design & development Ltd.com (Pvt) Ltd. which is the owner of the Website and whose registered office is Lotus Kamal Tower Two, Level- 12 (West Side), Plot: 59 & 61, Gulshan South Avenue, Gulshan-1, Dhaka-1212, Bangladesh.
2. **TERMS WHICH APPLY TO USERS**

1. In registering for this Website, the User must provide true, accurate, current and complete Registration Details which the User must update after any changes (except age) before using the Website for further services in the future.
2. The User hereby warrants to Decor design & development Ltd that it is at least eighteen years of age and legally able to enter into contracts.
3. Decor design & development Ltd reserves the discretion to withdraw any Material from the Website without prior notice and to refuse any Material posted by a User.
4. The User's Registration Details and data relating to its use of the Website will be recorded by Decor design & development Ltd but this information shall not be disclosed to third parties (otherwise than on an aggregated, anonymous basis) nor used for any purpose unrelated to the Website.
5. Decor design & development Ltd may send a small file to the User's computer when it visits the Website. This "cookie" will enable Decor design & development Ltd to identify the User's computer, track its behaviour on the Website and to identify the User's particular areas of interest so as to enhance the User's future visits to the Website. The cookie will not enable Decor design & development Ltd to identify the User and Decor design & development Ltd shall not use it otherwise than in relation to this Website. The User can set its computer browser to reject cookies but this may preclude use of certain parts of this Website.
6. The User hereby authorises Decor design & development Ltd to use any information which it submits to this Website to inform the User of special offers, occasional third party offers and for other marketing and related purposes. Decor design & development Ltd will not use User data for any other purposes than as set out in this Agreement except that Decor design & development Ltd may disclose this data if compelled to do so by law, or at the request of a law enforcement agency or governmental authority.
7. If the User does not wish Decor design & development Ltd to use its information as set out in Clauses 2.3 and 2.4 above, it should leave the Website before submitting its personal details.
8. If the User does not want Decor design & development Ltd to use its email address to send information concerning the Website and related matters, the User should send a message to Decor design & development Ltd and insert unsubscribe as the subject heading.
9. Decor design & development Ltd reserves the right to suspend or terminate a User's account where, in its absolute discretion, it deems such suspension appropriate. In the event of such suspension or termination, Decor design & development Ltd will notify the User by email and the User must not seek to re-register either directly or indirectly through a related entity.
10. For the avoidance of doubt, Decor design & development Ltd is providing a service not goods.
11. Decor design & development Ltd owns all Intellectual Property Rights in the Website and the Service, including without limitation, the design, text, graphics, the selection and arrangement thereof.
12. Decor design & development Ltd takes reported and actual infringement of Intellectual Property Rights and fraud extremely seriously and whilst Users cannot hold Decor design & development Ltd liable in relation to such issues, Decor design &

development Ltd requests all Users to report such matters immediately and Decor design & development Ltd shall inform the appropriate authorities.

13. Users will be invited to send comments to Decor design & development Ltd by email relating to the integrity and performance of other Users.
14. The following restrictions shall apply to all Users:
  1. User agrees not to transmit any material designed to interrupt, damage, destroy or limit the functionality of the Website or the Service.
  2. User agrees not to use any automated software to view the Service without consent and to only access the Service manually.
  3. User agrees not to use the Service other than for its own personal use or as an agent listing properties for sale and to rent.
  4. User agrees not to attempt to copy any Material or reverse engineer any processes without Decor design & development Ltd's consent.
  5. User agrees not to use any Service in any manner that is illegal, immoral or harmful to Decor design & development Ltd.
  6. User agrees not to use any Service in breach of any policy or other notice on the Website.
  7. User agrees not to remove or alter any copyright notices that appear on the Website.
  8. User agrees not to publish any Material that may encourage a breach of any relevant laws or regulations.
  9. User agrees not to interfere with any other User's enjoyment of the Website or the Service.
  10. User agrees not to transmit materials protected by copyright without the permission of the owner.
  11. User agrees not to conduct itself in an offensive or abusive manner whilst using the Website or the Service.
15. By submitting Material on the Website or otherwise, User grants Decor design & development Ltd a royalty-free, perpetual, irrevocable and non-exclusive right and license to use, reproduce, distribute, display, modify and edit the Material. Decor design & development Ltd will not pay the User any fees for the Material and reserves the right in its sole discretion to remove or edit the Material at any time. User also warrants and represents that it has all rights necessary to grant Decor design & development Ltd these rights.
16. Decor design & development Ltd permits the User to post Material on the Website in accordance with Decor design & development Ltd's procedures provided that Material is not illegal, obscene, abusive, threatening, defamatory or otherwise objectionable to Decor design & development Ltd.

### 3. **LIMITATION OF LIABILITY**

1. Decor design & development Ltd is not liable for any indirect loss, consequential loss, loss of profits, revenue, data or goodwill howsoever arising suffered by any User arising in any way in connection with this Agreement or for any liability of a User to any third party.
2. Whilst Decor design & development Ltd will make all reasonable attempts to exclude viruses from the Website, it cannot ensure such exclusion and no liability is accepted

for viruses. Thus, the User is recommended to take all appropriate safeguards before downloading information or any Material from the Website.

3. Decor design & development Ltd shall not be liable for ensuring that the Material on the Website is not Unacceptable Material and the User in making any financial or other decision accepts that it does so exclusively at its own risk.
4. Decor design & development Ltd shall not be liable for any interruption to the Service, whether intentional or otherwise.
5. Decor design & development Ltd is not liable for any failure in respect of its obligations hereunder which result directly or indirectly from failure or interruption in software or services provided by third parties.
6. Decor design & development Ltd is not responsible for the direct or indirect consequences of a User linking to any other website from the Website.
7. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Decor design & development Ltd or its appointed agents.
8. No matter how many claims are made and whatever the basis of such claims, Decor design & development Ltd's maximum aggregate liability to a User under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 3.1-3.6 above or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the value of any amount paid to Decor design & development Ltd by the User in relation to which such claim arises.

#### **4. WARRANTIES AND INDEMNITY**

1. Decor design & development Ltd does not represent or warrant that the information accessible via the Website is accurate, complete or current. Decor design & development Ltd has no liability whatsoever in respect of any use which the User makes of such information.
2. Material has not been written to meet the individual requirements of the User and it is the User's sole responsibility to satisfy itself prior to entering into any transaction or decision that the Material is suitable for its purposes.
3. All warranties, express or implied, statutory or otherwise are hereby excluded.
4. The User hereby agrees to indemnify Decor design & development Ltd against all liabilities, claims and expenses that may arise from any breach of this Agreement by the User.

#### **5. GENERAL**

1. Subject to Clause 5.2, this written Agreement and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this Clause 5.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.
2. Decor design & development Ltd reserves the right to alter its terms of business from time to time. The Effective Date at the time the User is reading these terms is set out at the top of this Agreement. Prior to using the Website again in the future, Users

should check that the effective date has not altered. If it has, the User should examine the new set of terms and only use the Website if it accepts the new terms.

3. If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
4. Decor design & development Ltd reserves the right to assign or subcontract any or all of its rights and obligations under this Agreement.
5. The User may not assign or otherwise transfer its rights or obligations under this Agreement without Decor design & development Ltd's prior written consent.
6. Any notice given pursuant hereto may be served personally or by email to the last known email address of the addressee. It is the responsibility of Users promptly to update Decor design & development Ltd of any change of address or email address. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service, when sent by email 24 hours after the same shall has been sent, or if sent by post 72 hours after put into the post correctly addressed and pre-paid.
7. Decor design & development Ltd shall not be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
8. Any delay or forbearance by Decor design & development Ltd in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
9. The headings in this Agreement are solely used for convenience and shall not have any legal or contractual significance.
10. This Agreement shall be governed by and construed in accordance with the laws of Bangladesh, and the parties submit to the non-exclusive jurisdiction of the Courts of Bangladesh, save that Decor design & development Ltd may take action in any relevant jurisdiction to enforce its Intellectual Property Rights.

## Privacy Policy

We are committed to protecting the privacy of all visitors and subscribers to our Website or any application we make available via an app store (the “Application”, together with the Site, the “Platform”), and the corresponding services available through the Platform (“Services”).

This privacy policy will govern the way in which we process any personal information that you provide to us. Any changes in information policies will be updated and communicated here immediately.

Please read this privacy policy in its entirety as it contains important information on who we are and how we collect, store, use, and share your information. By accessing the Platform or using our Services or otherwise indicating your consent, you agree to, and where required, consent to, the collection, use, and transfer of your information as set out in this policy. If you do not accept the terms of this policy, you may not use the Platform and/or the Services and later seek recompense of any nature due to incomplete cohesion. This privacy policy supplements other notices and privacy policies and is not intended to override them.

This privacy policy: (i) applies only to the aforementioned Platform, and associated concerns such as Rackspace, our server provider, and not to websites or applications of any other companies or organizations; and (ii) specifically addresses our obligations pursuant to the laws of Bangladesh.

## The data we collect about you

When you visit the Website or the Application, or become a member to access certain Services, you may be asked to provide information about yourself. This may include: (i) your name and contact details, including email address and telephone number; (ii) information to enable us to check and verify your identity; (iii) information regarding location data; (iv) information for billing, transaction, and payment and relevant history; and (v) such other information as we may from time to time require to provide certain Services in a complete fashion within the confines of applicable law. You agree and, where required, consent to, the collection of information about your usage of the Platform and the Services and information from messages and communications you send to us.

This information is required to provide the Services to you. If you do not provide such information, it may delay or prevent us from providing the Services in a complete fashion.

This privacy policy will also apply when accessing the Platform and/or the Services from mobile technology (such as mobile phones, tablets, or other devices). Unless you have chosen to remain anonymous through your device and/or platform settings, this information may be collected and used by us automatically if you use the Services and access the Platform from mobile technology.

Calls between you and Decor design & development ltd, or between you and third parties made through Decor design & development ltd (such as real estate agents you contact about a property through a form or link on our website, or using contact information found on our website), may be recorded or monitored for quality assurance and customer service purposes. Decor design & development ltd uses a third-party service provider to track phone calls and text messages between

you and real estate professionals so that we and the real estate professional can access certain details about the contact. As part of this process, Decor design & development ltd and its service provider will receive in real time and store data about your call or text message, including the date and time of the call or text message, your phone number, and the content of the text message.

## Who we share your personal information with

Your personal information (which includes your name, address and any other detail you provide to us which concerns you as an individual) may be processed both by us and by other entities within our group. Each of the companies in our group authorized to process your information will do so in accordance with this privacy policy.

We may also share your information with: (i) third parties we use to help deliver our products and services to you (for example, payment service providers); (ii) other third parties we use to help us run our business (for example, marketing agencies or website hosts); and (iii) third parties approved by you (for example, social media sites you choose to link your account to or third party payment providers).

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

We may use or share the information you provide to us if we are under duty to disclose or share your information in order to comply with any legal obligation or in order to enforce any obligation against you or to protect the rights of us and our affiliates. This may include the exchange of information with other companies and organizations for the purposes of fraud protection and prevention.

We may also need to share some personal information with our affiliates, subsidiaries and third parties (such as real estate agents that use the Website) or during a re-structuring of our business. Usually, personal information will be left anonymous but this may not always be possible. The recipient of such personal information will be bound by confidentiality obligations.

## Purpose of processing

Your information will allow us to provide you with access to the particular parts of the Platform relevant to you and allow us to supply the Services you require.

We will use your information for the purpose of fulfilling service orders placed by you, processing any other transactions authorized or made by you with us, informing you of special offers and providing other marketing information to you which we think you may find of interest, undertaking services or customer research/development.

Your information may be used by us to contact you for your opinions on the Platform, the Services and our business, and to notify you of changes or developments to the Platform, the Services, and our business.

## Disclosure of information

In the unlikely event that a liquidator, administrator, or receiver is appointed over us or all or any part of our assets that insolvency practitioner may transfer your information to a third party purchaser of the business provided that purchaser undertakes to use your information for the same purposes as set out in this policy. We undertake not to provide your personal information to third parties in accordance with this policy.

Your information will not be disclosed to government or local authorities or other government institutions save as required by law or other binding regulations.

## Cookies

We may send a small file to your computer or device when you visit our website (a “cookie”). This will enable us to identify your computer, track your behavior on our website and to identify your particular areas of interest so as to personalize and enhance your experience on this website. We may use cookies to collect and store personal data and we link information stored by cookies with personal data you supply to us. You can set your browser to reject cookies but this may preclude your use of certain parts of the Platform.

If you participate in or inquire about any lead, referral or similar service we may offer, we may use the information you submit, as well as other data we might have or obtain ourselves or from other sources, to determine which of our participating Professional(s) may be willing, able and/or compatible to serve your needs or possible interests and to assist them or others in doing so. We may forward or share information relating to you, which may include such information as well as personal information obtained through our sign-up form or otherwise, to certain Professional(s). Those Professionals or their affiliates, contractors, advertisers, agents or other designees may use such information and contact you regarding your needs or possible interests, as may we ourselves. “Professional(s)” means individuals, companies and other organizations or persons acting as real estate professionals or otherwise engaged in a business relevant to the Website.

Third party vendors, including Google and Facebook, use cookies to serve ads based on a user's prior visits to the Website. Google and Facebook's use of cookies (in Google's case, the DART cookie) enables them and their partners to serve ads to users based on their visits to the Website and/or other sites on the Internet. Users may opt out of (i) the use of the DART cookie by visiting the [advertising opt-out page](#); and (ii) Facebook's cookies by visiting Facebook's advertising preferences page.

## YouTube API Usage

Video links used on the website's result pages are in accordance with the API rules and regulations set by YouTube, and use YouTube API Services.

- a. No user data or information is collected or stored by Decor design & development ltd through the use of the API Client for use in any way.
  
- b. The API Client uses your search criteria on the main website to generate the content most appropriate for you.

- c. The API Client does not allow third parties to serve you additional content.
- d. The API Client does not store, access or collect information directly or indirectly on or from users' devices, including by placing, accessing or recognizing cookies or similar technology on users' devices or browsers.
- e. Additional information for the Google Privacy Policy can be found at <http://www.google.com/policies/privacy> .

## Copyright

All website design, text, graphics, the selection and arrangement thereof are Copyright © 2016, BProperty.com Limited, ALL RIGHTS RESERVED.

## Trademarks

Decor design & development Ltd is a trademark of BProperty.com Limited or its subsidiaries and may be registered in certain parts of the world..

## Disclaimer of Warranty and Liability

The following provisions may be curtailed or disallowed by the laws of certain jurisdictions. In such cases, the terms hereof are to be read as excluding or limiting such terms so as to satisfy such law.

We do not represent or warrant that the information accessible via this website is accurate, complete or current. We have no liability whatsoever in respect of any use which you make of such information.

The information provided on this website has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any products or services from us that they are suitable for your purposes.

Whilst we make all reasonable attempts to exclude viruses from the website, we cannot ensure such exclusion and no liability is accepted for viruses. Thus, you are recommended to take all appropriate safeguards before downloading information or images from this website.

All warranties, express or implied, statutory or otherwise are hereby excluded.

Neither we nor any of our employees or affiliated entities will be liable for any kind of damages and howsoever arising including, without limitation, loss of profits, compensatory, consequential, direct, exemplary, incidental, indirect, punitive or special, damages or any liability which you may have to a third party, even if we have been advised of the possibility of such loss.

We are not responsible for the direct or indirect consequences of you linking to any other website from this website.

## Security measures

We have implemented security policies, rules and technical measures to protect the personal data that we have under our control from unauthorized access, improper use and disclosure, unauthorized destruction, or accidental loss.

We also have procedures in place to deal with any suspected data breach. We will notify you and any applicable regulator or authority of a suspected data security breach where we are legally required to do so.

You are solely responsible for keeping your password and other account details confidential. If you have concerns about your password, account details, or are suspicious about any unauthorized use of your account, you should contact us immediately. We can deactivate or suspend your account at any time.

## Access to information

You may ask us whether we are storing personal information about you by emailing our admin department via the Contact page and, if you wish and upon payment of a fee of \$10, we will provide you with a copy of the personal data we hold about you by email.

We may ask for proof of your identity before providing any information and reserve the right to refuse to provide information requested if identity is not established.

## Inquiries

*If you have any enquiry or concern about our privacy policy or the way in which we are handling personal data please contact our admin department via the Contact page. If at any time you wish us to cease processing your information please send a message to our admin department and insert "unsubscribe" as the subject heading.*

## Updates to policy

We reserve the right to make changes to our policies at any given time. Our updated policy will be displayed on the Website, and by continuing to use and access the Platform, following such changes, you agree to be bound by any variation made by us. It is your responsibility to check this policy from time to time to verify your needs.