

#### **Horsesales.ie Property**

## **Property Listings**

- Listings on the property section is not to be used to advertise or promote anything other than property.
- Only current and available properties are to be advertised in the general listings and all details on these
  properties are to be updated by the advertiser.
- Each property can only be advertised once on the Sites, duplicates are automatically deleted.
- Only one advert may be placed to display a development and units (if applicable).

### Property Listings Presentation

- Sale properties are listed on the Sites in chronological order based on the date the ad was originally posted. Renewing an ad does not move it up the listings; it simply maintains it on the Sites.
- It is your own responsibility to renew your advert within the required timeframe. Failure to renew your advert
  will result in it being paused in your account. After a period of no more than 30 days, the paused advert will be
  archived.
- Upgrades to adverts will be charged at the advertised price. No credit will be given on existing standard ads when choosing an upgrade.
- Ads can be paused in your account for up to 30 days (this will be less if there are less than 30 days remaining
  on the life of your ad) after which time they are automatically archived by the system. Once archived, payment
  is required to restore the ad to the Sites again. Credit cannot be given for any time that has not been used on
  the original ad.
- Ads may appear as pending in your account before becoming active on the Sites as they wait for system approval. Ads placed outside of office hours may not be approved until our offices re-open.
- Pausing your ad does not extend the lifespan of your ad and the calendar will continue to run for any time that the ad is paused.
- Deactivating and reactivating ads within other sections in a bid to move them to the top does not work and is not allowed. Deactivating ads and re-listing them as new properties is strictly prohibited.

### **Property Listings Definition**

- All properties must be advertised within the correct section of the Sites (i.e. sales, commercial, overseas, lettings, sharing, short-term lettings, holiday homes, etc).
- Only one property per ad, and one ad per property.
- No property should be advertised without the consent of the owner.
- For the avoidance of doubt, you must not advertise a property that you are not properly authorised to market or that is not freely available for sale or let.
- In the event that the property sale has completed or is tenanted, you will ensure the removal of the property from the Sites. For estate agencies, lettings properties may remain with the following property status for a period of time no longer than 6 weeks: Let Agreed.
- Crescent Horse Sales Ltd are not an auctioneer. Crescent Horse Sales Ltd is a advertising platform.
   Any contracts or liabilities are between the Seller and Buyer and Crescent Horse Sales Ltd are removed from all liability

## **Property Listing Images**

- Photos uploaded for each property must be of the property and/or land in question. Using generic photos and copying images from other listings without first obtaining permission to do so is not permitted.
- You must have the necessary copyright to use the photos associated to the property advertised.
- Uploading a logo to your ad is strictly prohibited. Text is also not allowed on the image. If you like, you can include a caption with the photo, but text is not allowed on the photo itself. We reserve the right to remove any images in breach of this rule without prior notice.

### **Property Listing Description**

- All ads should be advertised in English as the primary language.
- The description of the property must be accurate and withstand a fair and objective interrogation of the property features and facilities outlined in the property description.

- Copying the description from another ad is not permitted.
- The address of a property must be correct. Misrepresenting the location of a property is not permitted.
- Email addresses and links are not to be included in the property description without first obtaining permission to do so. A reply button is provided. This is to protect advertisers from spamming.

# **Property Listing Advertisement Other Important Requirements**

- Discrimination in any form and use of abusive of profane language is not allowed. You warrant that You will not
  without Horsesales.ie's written permission directly or indirectly, sell on or provide access to the services and
  features of the Sites obtained through membership of the Sites to third parties.
- Replying to private advertisers in order to offer services constitutes spamming and is strictly prohibited.
- Private users are prohibited from displaying the Horsesales.ie.ie logo on property sign boards. However, it is possible to feature our website address <a href="www.horsesales.ie">www.horsesales.ie</a>.

## Horsesales.ie Lead Assurance for Private Users

If you do not receive any enquiries for your property within 90 days of first entering your property onto the Sites, we will relist your ad for a maximum of a further 90 days at no additional cost to you (this is our "Lead Assurance").

In order to qualify for "Lead Assurance", you must meet all of the following criteria:

- you must be a private advertiser and not a professional landlord or estate agent
- you must have actually paid for an advertisement on the Sites (ads provided at no cost by Horsesales.ie are not eligible)
- you must have entered the ad correctly onto the Sites in the first instance, including area, description, contact details etc.

#### The content you post on the Sites

You are solely responsible for your conduct and any advertising or other information that you submit, post, and/or display on the Sites. You agree not to post advertising or other information contrary to these House Rules, the Terms and Conditions or any applicable law.

Due to the real-time nature of the Sites, Horsesales.ie cannot and is not required to review the contents of advertising or other information posted to the Sites, nor does it confirm the validity of information submitted. Horsesales.ie hereby notifies you that it does not actively monitor advertising or other material posted by users and, as such, is not responsible for and gives no warranty or representation in relation to advertising and other information posted to the Sites.

Whilst we do not monitor advertising or other information posted by advertisers, we reserve the right to take down advertisements or other information that comes to our attention via a complaint, a "report ad" notification or otherwise. Advertisers who repeatedly flout these House Rules for Advertisers and/or our Terms and Conditions will be barred from advertising on the Sites. This operates on a "three-strikes-and-you're-out" basis. If we have to remove advertisements or other information posted by you on three occasions, you will be blacklisted. You will not necessarily be notified when advertisements or other information are removed. Horsesales.ie will not enter into any correspondence with or about users who have been blacklisted.

Horsesales.ie reserves the right to immediately ban a user if there has been a serious breach of the House Rules for Advertisers and/or the Terms and Conditions. All decisions in relation to these matters are carried out at the sole discretion of Horsesales.ie.

In accordance with applicable data protection legislation, Horsesales.ie reserves the right to reveal your identity (or whatever information it knows about you) in the event of a complaint or legal action arising from any advertisement or other information posted by you.

We may, but are not obliged to, remove or limit access to advertisements or other information from any advertiser which breaches these House Rules for Advertisers or the Terms and Conditions.

You own the advertisements and other information you post on the Sites and Horsesales.ie does not claim ownership of them. However, you grant Horsesales.ie permission to be able to display these advertisements or other information and in some cases to modify it for best display - for different browsers, for our mobile site, and so on.

Consequently, by posting any advertisements or other information on or through the Sites, you grant Horsesales.ie a licence to use, modify, publicly perform, publicly display, reproduce, and distribute such material whether on the Sites, any other site or otherwise. The licence you grant to Horsesales.ie is non-exclusive, royalty-free and fully paid, sub-licensable, and worldwide. The licence applies only to use of the advertisements or other information for the purpose of providing the Horsesales.ie service. You also waive to the fullest extent permissible by law any moral rights in such advertisements or other information. You are responsible for making sure that you have all rights to what you post, including rights necessary for you to grant the licence above.

By posting any advertisements or other information on the Sites you represent and warrant that (i) you own the advertisements or other information posted by you or otherwise have the right to grant the licence above, and (ii) the posting of the advertisements or other information does not violate the privacy rights, publicity rights, intellectual property rights, confidentiality, contract rights or any other rights of any person, company or entity. You agree to pay all royalties, fees, or any other monies owing to any person by reason of any advertisements or other information posted by you to or through the Sites.

The telephone number listed on your advert must be correct, and you must have the permission of the owner of the number to display it on your advert. It is the responsibility of the account holder to ensure that these details are correct. Any incorrect telephone numbers or telephone numbers reported as being incorrect may be removed from the Sites without further notice.

From time to time we may use advertisers' advertisements or other information for the purpose of advertising or marketing the Sites.