

# TERMS AND CONDITIONS

Last Update: 4<sup>th</sup> February 2024

## BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, <https://propertyocean.lk/> (“Our Site”).

Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site and when you post a free Ad or purchase a paid Ad. You will be required to read and accept these Terms of Use when signing up for an Account. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately.

## 1. Definitions and Interpretation

*1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:*

“**Account**” means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;

“**Advertiser**” means a User that posts a Free or Paid Ad on Our Site;

“**Content**” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;

“**User**” means a user of Our Site; and

“**We/Us/Our**” means **Blue Ocean Technologies (Pvt) Ltd T/A PropertyOcean.lk**, a company registered in Sri Lanka under the Companies Act (No. 7 of 2007), whose registered address is **No.9A, De Fonseka Place, Colombo 04, Sri Lanka**

## 2. Information About Us

2.1 Our Site, <https://propertyocean.lk/>, is owned and operated by Blue Ocean Technologies (pvt) LTD, a company registered in Sri Lanka under the Companies Act (No. 7 of 2007), whose registered address is No.9A, De Fonseka Place, Colombo 04, Sri Lanka.

### 3. Access to Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

### 4. Accounts

- 4.1 Certain parts of Our Site (including the ability to post free Ads and Paid Ads) may require an Account in order to access them.
- 4.2 You may not create an Account if you are under 18 years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers, and symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at **info@propertyocean.lk**. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else’s Account. ( Without the express permission of the user to whom the account belongs.)
- 4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.
- 4.8 If you close and delete your Account, any Free or Paid Ad(s) you have posted to Our Site will also be deleted and the licence granted to Us under sub-Clause 6.4 will be terminated.

## 5. Intellectual Property Rights

- 5.1 With the exception of Free & Paid Ads, all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including that in Free & Paid Ads) is protected by applicable Sri Lanka and international intellectual property laws and treaties.
- 5.2 You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express permission to do so by Us.
- 5.3 You may:
  - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
  - 5.3.2 Download Our Site (or any part of it) for caching;
  - 5.3.3 Print [one copy of any] page(s) from Our Site;
  - 5.3.4 Download extracts from pages on Our Site; and
  - 5.3.5 Save pages from Our Site for later and/or offline viewing.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

## 6. Free Ads

- 6.1 An Account is required if you wish to post a Free Ad.
- 6.2 You agree that you will be solely responsible for your free Ad. Specifically, you agree, represent, and warrant that you have the right to submit the Free Ad and that all information in the free Ad is accurate and truthful, that all such information will be kept accurate and up-to-date, that no personal data will be included that you do not have the right to include, and that your free Ad will comply with our Acceptable usage policy.
- 6.3 You agree the you will be liable to us and will to the fullest extent permissible by law, indemnify us for any breach of the warranties given by you under sub clause 6.2. You will be responsible for any loss or damage suffered by us as a result of such breach.

- 6.4 You ( or your licensors, as appropriate ) retain ownership of the content of your Free Ad and all intellectual property rights subsisting therein. By submitting a Free Ad you grant us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, world wide licence to use , store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence that free Ad for the purposes of operating and promoting our Site.
- 6.5 If you wish to remove a Free Ad from our site, you may do so. Removing a free Ad also revokes the licence granted to us to use that free ad under sub-clause 6.4.
- 6.6 We may reject, reclassify, or remove any free Ad from our site where, in our sole opinion, it violates our Acceptable usage policy, or if we receive a complaint from a third party and determine that the Free Ad in question should be removed as a result.

## 7. Paid Ads

- 7.1 An Account is required if you wish to post a Paid Ad.
- 7.2 You agree that you will be solely responsible for your Paid Ad and its content. We accept no responsibility for the content of Paid Ads. Specifically, you agree, represent, and warrant that you have the right to submit the Paid Ad, that all the information in the Paid Ad is accurate and truthful, that all such information will be kept accurate and up-to-date, that no personal data will be included that you do not have the right to include, and that the Paid Ad will comply with Our Acceptable Usage Policy.
- 7.3 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under subClause 7.2. You will be responsible for any loss or damage suffered by Us as a result of such a breach.
- 7.4 You (or your licensors, as appropriate) retain ownership of the content of your Paid Ad and all intellectual property rights subsisting therein. By submitting a Paid Ad, you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform, and sub-licence that Paid Ad for the purposes of operating and promoting Our Site.
- 7.5 Your Paid Ad will be made available on Our Site immediately when We send you an Ad Confirmation and will continue to be available for the period stated in the Ad Confirmation, or until the Contract is otherwise ended.
- 7.6 In some limited circumstances, We may need to suspend the availability of Paid Ads for reasons including, but not limited to, fixing technical problems on Our Site. If your Paid Ad is suspended for such reasons, We will inform you in

advance of the suspension whenever possible, explaining why it is necessary. The availability of your Paid Ad will be extended by a period equivalent to the length of the suspension.

- 7.7 If you wish to remove your Paid Ad from Our Site, you may do so by sending an email with your invoice or order confirmation in. Please note, however, that caching or references to your Paid Ad may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control). Removing a Paid Ad before its expiry will not entitle you to any refund, and you will remain free to reactivate your Paid Ad up until the expiry date.
- 7.8 We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in Paid Ads. Any such opinions, views, or values are those of the relevant Advertiser, and do not reflect Our opinions, views, or values in any way. We have no control over, nor any involvement in, Paid Ads, and We accept no responsibility for any actions taken, or for any products or services provided by, any Advertiser.
- 7.9 We may from time to time change Our pricing. Changes in price will not affect any Paid Ad that you have already purchased but will apply to any subsequent renewal of a Paid Ad or a new Paid Ad.
- 7.10 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order for a Paid Ad that you have already placed.
- 7.11 All prices are checked by Us before We accept your order for a Paid Ad. In the unlikely event that We have shown incorrect pricing information, We will contact you to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Paid Ad at the correct price or to cancel your order. We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 7 days, We will treat your order as cancelled and notify you of this.
- 7.12 If We discover an error in the price of your Paid Ad after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract.
- 7.13 Our Site will guide you through the process of purchasing a Paid Ad. Before completing your order, you will be given the opportunity to review it and amend it. Please ensure that you have checked your order before submitting it.
- 7.14 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information

within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the completion of the transaction or in the appearance of your Paid Ad on Our Site that results from you providing incorrect or incomplete information.

- 7.15 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Paid Ad constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Ad Confirmation by email. Only once We have sent you an Ad Confirmation will there be a legally binding Contract between Us and you.
- 7.16 Ad Confirmations shall contain the following information:
- 7.16.1 Your Ad ID;
  - 7.16.2 Confirmation of the Paid Ad purchased including full details of the main characteristics of Our services and the details included in your Paid Ad;
  - 7.16.3 Fully itemised pricing for your Paid Ad including, where appropriate, taxes, and other additional charges;
  - 7.16.4 The period of time for which your Paid Ad will be available on Our Site (including the start date, and the expiry);
- 7.17 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in email. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.

## 8. Payment

- 8.1 Payment for Paid Ads must always be made in advance. Your chosen payment method will be charged when We process your order and send you an Ad Confirmation.
- 8.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 8.3 If you do not make any payment due to Us on time, We will not make your Paid Ad available on Our Site. If you do not make payment within 7 days of Our reminder, We may cancel the Contract, and will inform you of the cancellation.
- 8.4 If you believe that We have charged you an incorrect amount, please contact Us at [info@propertyocean.lk](mailto:info@propertyocean.lk) as soon as reasonably possible to let Us know.

## 9. Links to Our Site

- 9.1 You may link to Our Site provided that:
- 9.1.1 you do so in a fair and legal manner;
  - 9.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
  - 9.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
  - 9.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 9.2 You may not link to Our Site from any other site the main content of which contains material that:
- 9.2.1 is sexually explicit;
  - 9.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 9.2.3 promotes violence;
  - 9.2.4 promotes or assists in any form of unlawful activity;
  - 9.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
  - 9.2.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, upset, or embarrass another person;
  - 9.2.7 is calculated or is otherwise likely to deceive another person;
  - 9.2.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
  - 9.2.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive.
  - 9.2.10 implies any form of affiliation with Us where none exists;
  - 9.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
  - 9.2.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

## **10. Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## **11. Advertising**

- 11.1 We may feature Third Party Advertising on Our Site and We reserve the right to display Third Party Advertising on the same page as any content from any Advertiser.
- 11.2 You agree that you will not attempt to remove or hide any Third Party Advertising using HTML/CSS or by any other method.
- 11.3 We are not responsible for the content of any Third Party Advertising on Our Site. We will not be responsible for any Third Party Advertising on Our Site including, but not limited to, any errors, inaccuracies, or omissions.

## **12. Disclaimers and Legal Rights**

- 12.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action on the basis of any information provided on Our Site.
- 12.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 12.3 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

### **13. Viruses, Malware and Security**

- 13.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware. We do not, however, guarantee that Our Site is secure or free from viruses or other malware and accept no liability in respect of the same.
- 13.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 13.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 13.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

### **14. Communications from Us**

- 14.1 If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, and changes to your Account.
- 14.2 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [info@propertyocean.lk](mailto:info@propertyocean.lk)

### **15. Events Outside of Our Control (Force Majeure)**

- 15.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual, or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 15.2 If any event described under this Clause occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- 15.2.1 We will inform you as soon as is reasonably possible;
- 15.2.2 We will take all reasonable steps to minimise the delay;
- 15.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability as necessary;
- 15.2.4 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled and will be made using the same payment method that you used when purchasing your Paid Ad;

## **16. Other Important Terms**

- 16.1 We may transfer (assign) Our obligations and rights hereunder to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us. Your rights hereunder will not be affected and Our obligations hereunder will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) your obligations and rights hereunder without Our express written permission.
- 16.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms & Conditions are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms & Conditions. The remainder of these Terms & Conditions shall be valid and enforceable.
- 16.5 We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 16.6 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **17. Law and Jurisdiction**

- 17.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Sri Lanka.
- 17.2 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Sri Lanka.