

## TERMS AND CONDITIONS

Please note: The term "Gina Brown" when used in this document includes web designer of this site and its employees.

By accessing "ginabrownartist.com" you agree to the following terms of use. If you do not agree to the following terms of use, please do not use this site.

This site and all its contents are the property of Gina Brown, which is owned and operated by JEAN ANNE BROWN (hereinafter referred to as "Gina Brown") of Calle Moreria Baja, N° 17, 18690 Almuñécar, Granada, Spain. It is protected by international copyright laws and any unauthorised use of this site or its contents may violate copyright, trademark, and other laws. If you breach any of these terms, your authorisation to use this site automatically terminates and you must immediately destroy any downloaded or printed data, information or materials.

You may not modify this site, or its contents in any way, or reproduce, or publicly display, perform, or distribute or otherwise use this site or its contents for any public or commercial purpose. Any use of this site or its contents on any other site, or networked computer environment for any purpose is prohibited.

Other product and company names mentioned herein may be trademarks or trade names of their respective owners. Your access to this site should not be construed as granting, by implication, or otherwise, any licence, or right to use any marks appearing on this site without the prior written consent of Gina Brown, or the third party owner thereof.

For your easy accessibility "ginabrownartist.com" may include links to sites on the Internet that are owned or operated by third parties. By linking to such third party sites, you shall review and agree to that site's terms and privacy policy before using such site. You also agree that "ginabrownartist.com" has no control over the content of that site and cannot assume any responsibility for data, information or other material created or published by such third-party sites. "ginabrownartist.com" does not endorse, or make any representations about such third party sites, or any information, software or other products, data, information or other materials found there, or any results that may be obtained from using

them. If you decide to access any of the third-party sites linked to this site, you do so entirely at your own risk.

If you make an enquiry through "ginabrownartist.com" for a property from a third party agent or developer, Gina Brown cannot be held responsible or liable in the event that the information is not forthcoming or supplied in a timely fashion.

Nothing on "ginabrownartist.com" constitutes advice, nor does the transmission, downloading or sending of any information or the material constituting this website create any contractual relationship. By submitting any photographs or descriptions of a property for inclusion on this site you are confirming that all necessary consents are given and have been given by you and any interested third parties for the photographs and/or descriptions to be used on the website.

While we make every effort to make this site available 24 hours a day, we cannot be held responsible if for any reason "ginabrownartist.com" is not available.

By transmitting data, information or other material to any of our servers, by e-mail, via "ginabrownartist.com" pages or otherwise, you agree that: (i) the contents thereof will not be unlawful or otherwise unfit for publication; (ii) you will use reasonable efforts to remove any viruses or other contaminating or destructive features therein prior to submission to Gina Brown; (iii) you are the lawful owner of the material or have the unrestricted right to submit it to Gina Brown; and (iv) you agree to indemnify Gina Brown if any third party takes action against Gina Brown in relation to the material you submit.

This site and its contents are provided "AS IS" without any warranties of any kind. Accordingly, to the maximum extent permitted by law, no warranty of any kind, either express or implied, including but not limited to warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose, is made in relation to this site, its contents, the availability, use, accuracy, completeness or reliability of this site or its contents. Gina Brown may make changes to this site, its content or to any products and prices described at any time without notice. The content of this site may be out of date, and Gina Brown makes no commitment to update the content of this site.

Information supplied to Gina Brown by third party property agents and developers is published on this site in good faith. However Gina Brown cannot be held responsible for the accuracy of any aspect of the data, including prices, locations and property descriptions. However Gina Brown do make random checks in an attempt to validate the accuracy of the data it publishes on this site. Therefore to ensure the accuracy of any data on the Gina Brown site you should make your own enquiries to satisfy yourself that the details and information are correct.

Gina Brown excludes all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party as a result of providing this site, or its contents, or arising out of the use, inability to use, or the results of use of this site, any web sites linked to this site, or the content, data, information or any other material contained on any or all such sites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this site or your downloading of any content, data, information or other materials from this site or any sites linked to this site.

Gina Brown and its parent and affiliated companies ("AFFILIATES") and the officers, directors, employees, shareholders or agents of any of them shall not be liable in connection with this site in any way or in connection with the use, inability to use, or the results of use of this site, any web sites linked to this site, or the data, information or other materials contained on any or all such sites, for any loss or damages of any kind however arising, including without limitation, any direct, indirect, punitive or consequential loss or damages or any loss of income, profits, goodwill, data, contracts, use, or loss or damages arising from or connected in any way to business interruption and whether or not any such loss or damages are foreseeable, known or foreseen or otherwise and whether in tort (including negligence), contract or otherwise. However, nothing in these terms shall exclude or limit Gina Brown liability for death or personal injury caused by Gina Brown proven negligence or for fraudulent misrepresentation. Applicable law may not allow the exclusion or limitation of incidental or consequential damages, to such extent the above limitation or exclusion may not apply to you.

Gina Brown makes no representation that the contents of this site are appropriate or available for use outside the United Kingdom. You may not

use or export or re-export the contents of this site or part thereof, adaptation or copy thereof, in violation of any applicable laws or regulations including without limitation United States and United Kingdom export laws and regulations. If you choose to access this site from outside the United Kingdom, you do so on your own initiative and are responsible for compliance with applicable local laws. These terms will be governed by and construed in accordance with the laws of laws of England and by using this site you submit to the exclusive jurisdiction of the English courts. Gina Brown always welcomes any user or customer feedback on how we might improve or better the site and service we offer. It is our policy to acknowledge and respond to all customer feedback. If you have comments to make, please write to: [enquiries@ ginabrownartist.com](mailto:enquiries@ginabrownartist.com)