

## Listings Policy

Effective Date: December 1, 2019

Welcome to Thailand Commercial! Our services are provided to you by Commercial Services Co., Ltd., a Thailand company (herein referred to as "Thailand Commercial" and collectively "Thailand Commercial," "we," "us," "our") through our website located at [www.ThailandCommercial.com](http://www.ThailandCommercial.com) (the "Site," including mobile sites and mobile applications and affiliate websites), subject to the Terms of Service, located at <https://www.ThailandCommercial.com>. This Privacy Policy is incorporated by reference into our Terms of Service and your access to and use of this Site is subject to the Terms of Service. BY USING THE SITE AND ITS SERVICES, YOU AGREE TO THESE TERMS AND THIS PRIVACY POLICY; IF YOU DO NOT AGREE, DO NOT USE THE SITE OR ANY OTHER THAILAND COMMERCIAL SERVICES.

In addition, when using certain services and/or features, you shall be subject to any additional terms applicable to such services that may be posted on the Site from time to time, including, without limitation, this Privacy Policy. All such terms are hereby incorporated by reference into the Terms of Service.

Thailand Commercial is a limited company located in the Kingdom of Thailand. Our address is 38/217 Asoke Place Building, Sukhumvit 21 Rd., Klongtoey nuea, Wattana, Bangkok 10110 Thailand. Such address may be changed from time to time without prior notice to you.

Thailand Commercial offers an online real estate service for individuals and businesses to post properties for sale and/or rental; provide agents and others the ability to transact business; offer investment advice; and provide property management services including a digital real estate management and follow-up communications platform, accessible via computer, mobile applications and wireless devices or otherwise, as well as certain other media and content we may provide, including via Thailand Commercial Blog (together with the Site, the "Service"). When you use Thailand Commercial Services you may provide us with information, including but not limited to personally identifiable data, such as your name, email address, postal address, phone number and credit card information, deposit account, IP address, your address book and your photographs, and your User Content (defined below) (collectively, "Personal Data"), and other information that is collected from Site visitors. This Listing Policy is meant to help you understand what constitutes an acceptable Listing - and what does not. In all cases, we determine what is acceptable and which listings will not be accepted or posted.

### LISTING CONDITIONS

All users must comply with the following:

- No Photo - no posting.
- No posting via multiple user accounts (by individuals or company agents)
- No posting of duplicated/same FREE ads
- No deleting live ads to post a FREE ad at the front page again during original ad term
- No posting of FREE ads in more than one category or area
- No re-posting of FREE reduced-price ads (users may edit price during ad term)
- No posting of copies of any kind
- No sending of unsolicited commercial offers to advertisers
- If a user suspects false or misleading information, report the ad immediately

### CONDUCT

You agree not to post, email, or otherwise make available content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, or invasive of another's privacy

- b) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals including on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability
- c) that impersonates any person or entity, including, but not limited to, a Thailand Commercial employee, or falsely states or otherwise misrepresents your affiliation with a person or entity
- d) that is false, deceptive, misleading, deceitful, misinformative, or constitutes 'bait and switch'
- e) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships
- f) that constitutes or contains affiliate marketing, link referral code, junk mail, spam, phishing, chain letters or pyramid schemes
- g) that advertises any illegal service or the sale of any items where the sale of which is prohibited or restricted by any applicable law, including without limitation, items, or services which are prohibited or 'regulated' by law without license
- f) that is posted using a VPN or disguised I.P. address, or employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of users or content transmitted through our service
- g) that includes self-promoting information on listings. This includes, but is not limited to, self-promotion on photos and/or listing descriptions.
- h) that includes colored borders or any alteration of photos to differentiate them from standard photos and/or listing descriptions.

#### **LISTING FEEDS**

- a) Complete Data Set. Listing feeds that do not include a complete set of data that includes, without limitation, photos, listing description and property facts, will not be accepted. You may not intentionally degrade the data you send to Thailand Commercial in the listing feed in any manner.
- b) Monthly Updates. Listing feeds must be updated at least one time per month to ensure that Thailand Commercial users have access to the most up to date and accurate information, and you may not intentionally delay the delivery of the listing feed.

#### **TRANSACTIONS**

Your interactions with organizations and/or individuals found on, or through ads placed on Thailand Commercial or any affiliate website, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals.

You should make whatever investigations you feel are necessary or appropriate before proceeding with any online or offline transactions or dealings with any advertisers or users.

If your paid ad or content is deleted by Thailand Commercial for any reason, Thailand Commercial is not obligated to refund any remainder but may refund payments or remainder of payment at our discretion.

## **LIABILITY**

You agree that Thailand Commercial is not responsible or liable for any loss or damage of any sort you may incur as the result of any dealings with advertisers, or third parties, or any users of our service.

If a dispute should occur between participants on this site, or between users, advertisers and any third party, you understand and agree that Thailand Commercial is under no obligation to become involved.

In the event that you have a dispute with one or more users, you hereby release Thailand Commercial, its officers, employees, agents and successors in rights from claims, demands and damages (actual or consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service.

You understand that all postings, messages, text, files, images, photos, video, audio, or other materials posted on, transmitted through, or linked from our service, are the sole responsibility of the person from whom such content originated. More specifically, you are entirely responsible and liable for each individual item of content that you post, email or otherwise make available via our service.

## **PRIVACY**

Your use of our Thailand Commercial website or our service signifies acknowledgement of and agreement to our Privacy Policy. You agree Thailand Commercial may, in its sole discretion, preserve or disclose your content, as well as your information, such as email addresses, IP addresses, time/date stamps and other user information, if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to investigate suspected violators of our Terms of Use.

## **TERMINATION**

You agree that Thailand Commercial, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, edit your listing, block your email or IP address, or otherwise terminate or suspend your access to or use of our service (or any part thereof), immediately and without notice, and remove and discard any content within our service, if in violation of our terms of use, or for abusive conduct, or for any reason, without limitation.

## **CHANGE NOTIFICATION**

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of our Terms of Use at: <http://www.ThailandCommercial.com>. The Site is limited to residential real estate and commercial real estate. You may not use the Site to advertise timeshares, vacation rentals, short-term rentals, and fractional ownership properties.