**Terms of Use**

**PLEASE READ THIS IMPORTANT LEGAL INFORMATION THAT GOVERNS YOUR USE OF THE bnsliberia.COM WEBSITE & Bns Liberia mobile app AND THE SERVICES.**

1 April 2025 (the "**Effective Date**")

By using [www.bnsliberia.com](http://www.BnS.com) or the Buy and Sell in Liberia mobile application of the online platform (collectively, the"**Website**"), you confirm that you have read, understood, and accept these terms of use ("**Terms**") as the terms which govern your access to and use of the Website and the Service and you agree to comply with them. If you do not accept or agree to comply with these Terms, you must not use this Website. Additionally, when using a portion of the Service, you agree to conform to any applicable posted guidelines for such Service, which may change or be updated from time to time at our sole discretion.

If you are a company advertising on our website, you will be required to enter into additional terms and conditions set out in our Advertising Agreement, however, please note that these Terms will still apply and must be read in conjunction with any other agreement you enter into with the Company.

1. **DEFINITION**

The following capitalised terms shall have the following meaning, except where the context otherwise requires:

* + "**Advertising Agreement**" - an agreement for the provision of advertising services or products entered into between the Company and the Client.
  + "**Ad Services Package**" - the bundle of advertising product or service which the Company agrees to provide to the Customer, as set out in the relevant order form provided by the Company and signed by the Client to order the Ad Services Package pursuant to these Terms and the terms of the Advertising Agreement.
  + "**Affiliates**" - any company that is controlled or owned by Buy and Sell in Liberia, any company commonly controlled or owned by Buy and Sell in Liberia entity jointly offering the Service.
  + "**Client**" - the client entity that is party to the Advertising Agreement.
  + "**Customer**” - any customer of the Client.
  + "**BnS Buy and Sell in Liberia** west africa which is the owner of www.Bnsliberia.com.
  + "**Effective Date**" - the date set out at the top of these Terms.
  + "**Intellectual Property Rights**" - all intellectual property, including patents, trademarks, rights in goodwill, database rights and rights in data, rights in designs, copyrights and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all inventions, rights in know-how, trade secrets and confidential information, customer and supplier lists and other proprietary knowledge and information and all rights under licences and consents in relation to any such rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world for their full term, including any renewals and extensions.
  + "**Material**" - material and content published on the Website or otherwise provided by the Company in connection with the Service.
  + "**Posting Agents**" - a third-party agent, service or intermediary that offers to post Material to the Service on behalf of others.
  + "**Privacy Policy**" - the privacy policy of the Company from time to time.
  + "**Product**” - an online classifieds advertising platform provided on the Website and the Ad Services Package.
  + "**Registration Details**” - the details a User must provide upon registering for the Website from time to time (for example: name, phone numbers, email address, age and/or address).
  + "**Service**" - the provision of the Website and the Product.
  + "**Unacceptable**" - any material or information uploaded to or made available on the Website which under the law of any jurisdiction from which the Website may be accessed may be considered:
    1. illegal, illicit, indecent, obscene, racist, offensive, pornographic, paedophilic, insulting, false, unreliable, misleading, harmful or potentially harmful to minors, threatening, libellous, alleged to be or actually defamatory or in infringement of third-party rights (of whatever nature and including, without limitation, any Intellectual Property Rights), invasive of another’s privacy or other rights, to relate to or encourage money laundering or illegal gambling;
    2. in breach of any applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory);
    3. in contravention of legislation, including without limitation, that relating to weapons, animals or alcohol; or,
    4. harmful to the Company’s reputation.
  + "**User Material**" - the privacy policy of the Company from time to time.

1. **GENERAL TERMS AND CONDITIONS WHICH APPLY TO USERS**
   1. In registering for this Website or Mobile application, 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 agrees and acknowledges that the Website may contain adverts placed by advertisers or companies in the course of business for goods or services (and which the Company takes no responsibility for). Advertisers or companies using the Website or the Service to place adverts offering goods or services of a business, commercial or trade nature must include their full names in the advert and make it clear that they are selling goods or services in the course of business either by the content, format, size or place of the advertisement or by including words such as “trade”, “dealer”, “agent”, “wholesale” or similar in the name of the advert they submit for publication.
   3. The User hereby warrants and represents to the Company that it is at least eighteen years of age and legally able to enter into contracts.
   4. The Company reserves the discretion to withdraw any Material or User Material from the Website without prior notice and to refuse any User Material posted or provided to the Company by a User.
   5. The User’s Registration Details and data relating to its use of the Website will be recorded by the Company, but this information shall not be disclosed to third parties (otherwise than on an aggregated, anonymous basis, or in accordance with the Privacy Policy or in accordance with Clause 2.6 below) nor used for any purpose unrelated to the Website. By agreeing to the terms, you expressly give us permission to verify the authenticity of your details by calling you on the phone number submitted to us. The call may be recorded for quality assurance.
   6. The User hereby authorises the Company to use any information which it submits to the Website to inform the User of special offers, occasional third party offers and for other marketing and related purposes. Without prejudice to Clause 2.5 above, the Company will not use User data for any other purposes than as set out in these Terms except that the Company 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 the Company to use its information as set out in Clause 2.6 above, it should leave the Website before submitting its personal details.
   8. If the User does not want the Company to use its email address or SMS/mobile number to send information concerning the Website and related matters, the User should send an email message to legal@BnS.com insert unsubscribe as the subject heading of such message.
   9. You must keep confidential any user identification and password details set-up or given to you as part of our security procedures and must not disclose them to any third party.
   10. The Company reserves the right to suspend or terminate a user’s account where, in its absolute discretion, it deems the User has breached these terms or deems such suspension or termination is otherwise appropriate. In the event of such suspension or termination, the Company will notify the User by email and the User must not seek to re-register on any Website either directly or indirectly through a related entity. The Company’s rights under this Clause 2.10 shall not prejudice any other right or remedy the Company may have in respect of any breach, or any rights, obligations or liabilities accrued prior to such suspension or termination.
   11. For the avoidance of doubt, the Company is providing a service not goods.
   12. The Buy and Sell in Liberia Limited owns all Intellectual Property Rights in and associated with the Website and the Service, including without limitation, any trademarks, trade names, designs, text, graphics and the selection and arrangement thereof. Nothing contained in the Website should be construed as granting by implication or otherwise, any license or right to use any trademark displayed on the Website without our written permission. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others to content posted on the Website, but you must not modify the digital or paper copies of any materials you have printed off or downloaded in any way, and you must not use any photographs or videos separately from any accompanying text. You agree not to circumvent, disable, or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein. Material displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, other laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials, or any portion thereof for further reproduction or redistribution is expressly prohibited.
   13. The Company takes reported and actual infringement of Intellectual Property Rights and fraud extremely seriously and whilst Users cannot hold the Company liable in relation to such issues, the Company requests all Users to report such matters immediately to the Company, and the Company inform the appropriate authorities.
   14. If you are an owner of Intellectual Property Rights or an agent who is fully authorised to act on behalf of the owner of Intellectual Property Rights and believe that any Material or other content infringes upon your Intellectual Property Right or the Intellectual Property Rights of the owner on whose behalf you are authorised to act, you may submit a notification to the Company together with a request to the Company to delete the relevant Material in good faith. The notification and the request must contain the following information:
       1. a physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
       2. identification of the Intellectual Property Rights claimed to have been infringed, or, if multiple Intellectual Property Rights can be covered by a single notification, a representative list of such works;
       3. identification of the Material (by means of data or communication link, etc.) that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Company to locate the Material;
       4. information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and an electronic mail address;
       5. a signed statement that you have a good faith belief that use of the Material in the manner complained of is not authorised by the Intellectual Property Rights owner, its agent, or the law;
       6. a signed statement that the Intellectual Property Rights owner holds the Company harmless from any claim of any third party in connection with the Company removing the relevant content; and,
       7. a signed statement that the information in the notification is accurate and under penalty of perjury that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.
   15. All notifications under Clauses 2.13 and 2.14 must be sent to legal@bnsliberia.com.
   16. Users will be invited to send comments to the Company email relating to the integrity and performance of other Users.
   17. The following restrictions shall apply to all Users. You must:
       1. not use the Website or the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Website or any Service or any operating system;
       2. not transmit any material designed to interrupt, damage, destroy or limit the functionality of the Website or the Service;
       3. use any form of automated device or computer program (sometimes referred to as “flagging tools”) that enables the use of the Company’s “flagging system” or other community control systems without each flag being manually entered by a human that initiates the flag (an “automated flagging device”), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these terms or any applicable law or regulation;
       4. not use any automated software to view the Service without our consent (including use of spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file) and only access the Service manually;
       5. not use the Service other than for your own personal use or as an agent listing property for sale and to rent;
       6. not attempt to copy any Material or reverse engineer any processes without the Company’s consent;
       7. not use any Service in any manner that is illegal, immoral or harmful to the Buy and Sell in Liberia Limited;
       8. not use any Service in breach of any policy or other notice on the Website;
       9. not remove or alter any copyright notices that appear on the Website;
       10. not publish any User Material which is or may be Unacceptable or that may encourage a breach of any relevant laws or regulations;
       11. not interfere with any other User’s enjoyment of the Website or the Service;
       12. not conduct yourself in an offensive or abusive manner whilst using the Website or the Service;
       13. not contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any User to post advertisement on a third-party website or post any advertisement on behalf of such User;
       14. “stalk” or otherwise harass anyone;
       15. not collect personal data about other Users or entities for commercial or unlawful purposes;
       16. not transmit any User Material that:
           1. harasses, degrades, intimidates or is hateful towards any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
           2. includes personal or identifying information about another person without that person's explicit consent;
           3. impersonates any person or entity, including, but not limited to, a Company employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
           4. is protected by copyright or patent, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant the Company all of the license rights granted herein;
           5. infringes any of the foregoing Intellectual Property Rights of any party, or is User Material that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
           6. constitutes or contains “pyramid schemes”, “jokes”, “affiliate marketing,” “link referral code,” “junk mail,” “spam,” “chain letters,” “bait marketing”, “negative option marketing”, “referral selling” or unsolicited advertisements of a commercial nature;
           7. constitutes or contains any form of advertising or solicitation if: (i) posted in areas or categories of the Website which are not designated for such purposes; or (ii) e-mailed to the Company Users who have requested not to be contacted about other services, products or commercial interests; and
           8. includes links to commercial services or third-party websites, except as specifically allowed by the Company.
   18. By submitting User Material on the Website or otherwise, the User grants the Buy and Sell in Liberia Limited a royalty-free, perpetual, irrevocable and non-exclusive right and license to use, reproduce, distribute, display, modify and edit the User Material. The Buy and Sell in Liberua Limited will not pay the User any fees whatsoever for the User Material and reserves the right in its sole discretion to remove or edit the User Material at any time. The User warrants and represents that it has all rights, consents and/or authorisations in respect of the User Material necessary to grant the Buy and Sell in Liberia Limited these rights.
   19. The Company permits the User to post User Material on the Website in accordance with the Company’s procedures provided that User Material is not illegal, misleading, obscene, abusive, threatening, defamatory or otherwise objectionable to the Company. You must not post any Unacceptable material and, in respect of any User Material you post, you warrant that it is not Unacceptable.
   20. The Company grants you a limited, revocable, non-exclusive license to access and use the Service for personal use. This license granted herein does not include any of the following: (a) access to or use of the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by the Company or as otherwise set forth in these Terms. Notwithstanding the foregoing, general purpose internet search engines and non-commercial public archives that gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file, may engage in the activities set forth in (b). For purposes of this exception, a “general purpose internet search engine” does not include a website or search engine or other service that specialises in classified listings including any subset of classifieds listings such as housing, for sale, jobs, services, or personals, or which otherwise provides classified ad listing services. The license set forth in this Clause 2.20 permits you to display on your website, or create a hyperlink thereto, individual postings on the Service so long as such use is for non-commercial and/or news reporting purposes only (e.g., for use in personal blogs or other personal online media). The Company may limit the amount of postings displayed on or linked to your website. Use of the Service beyond the scope of authorised access as set forth in these Terms immediately terminates any permission or license granted herein. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Material made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from the Company.
   21. The Company offers a service known as “Featured Ads” where users may pay a non-refundable fee to have their ads posted in selected locations on the Website, thus potentially increasing an ads' visibility. In order to purchase a Featured Ad, you may be required to transmit certain information through a third-party service provider, Click & Buy, a third-party website, that may be governed by its own terms of use and other policies. The Company makes no representation or guarantee as to the safety or security of the information transmitted to any third-party website, and your linking to any third party website is completely at your own risk, and the Company disclaims all liability related thereto.
   22. The Company may employ a third-party provider for processing credit card payments for users that use the Product(s) or services provided. Such third-party provider may have access to personal information provided by users needed in order to perform their functions but may not use it for any other purpose. The Company does not have access to or retain any user’s payment information.
2. **PAID POSTINGS**
   1. The Company may charge a fee to post Material in some specific areas of the Service ("**Paid Material**"). The fee permits Paid Material to be posted in a designated area of the Website. Each party posting Paid Material to the Service is responsible for the Material and compliance with these terms. Any such fees paid hereunder are non-refundable in the event any Material is removed from the Service for violating these terms. Additional terms regarding Paid Material will be fully stated in the applicable section(s).
   2. All job ads that announce several positions in one ad will be deleted after 24 hours of their posting and no refund will be given. Within the first 24 hours of the posting, the user can edit the multiple-position ad to reduce it to one position. If the ad does not get edited to fulfil the Company’s requirements, the ad will be deleted, and no refund given.
3. **POSTING AGENTS**
   1. The Company prohibits the use of Posting Agents, directly or indirectly, without the express written permission of the Company. In addition, Posting Agents are not permitted to post Material on behalf of others, directly or indirectly, or otherwise access the Service in order to post Material on behalf of others, except with express written permission or license from the Company.
4. **NO SPAM POLICY**
   1. You understand and agree that sending unsolicited email advertisements or other unsolicited communications to the Company addresses or through the Company computer systems are expressly prohibited by these Terms. You acknowledge and agree that from time to time the Company may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one User to another in the Company’s e-mail system. Any communication between yourself and any other User utilising the communication features available on the Service and the Website may be used only in accordance with these Terms.
   2. Any unauthorised use of the Company computer systems is a violation of these Terms and certain applicable laws, in particular the Liberia Cybercrimes legislation. Such violations may subject the sender and his or her agents to civil and criminal penalties. Please note that the Liberia Cybercrimes legislation carries significant penalties including imprisonment. In case you intend to solicit or contact our Users by obtaining their email or phone numbers from our website, we may report this behaviour to the relevant authorities, who then may decide to prosecute you under the relevant Liberia laws.

**6.LIMITATION OF LIABILITY**

* 1. The Company shall not be liable for any:
     1. consequential, indirect, special losses or exemplary damages (even if the Company has been advised of the possibility of such losses or damages);
     2. loss of profit;
     3. loss of business;
     4. loss of revenue;
     5. loss of or corruption to data;
     6. loss of use;
     7. loss of production;
     8. loss of contract;
     9. loss of opportunity;
     10. loss of savings, discount or rebate (whether actual or anticipated);
     11. harm to reputation or loss of goodwill;
     12. loss of anticipated savings,

(In the cases of Clauses ‎6.1.2 to 6.1.12 (inclusive), whether direct or indirect), howsoever arising suffered by any User arising in any way in connection with these Terms or for any liability of a User to any third party

1. Top of Form
   1. The limitations at Clause 6.1 shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Website or the Service or any links on the Website, as well as by reason of any information, opinions or advice received through or advertised in connection with the Website or the Service or any links to the Website or Service.
   2. The limitations in this Clause 6 shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that the Company shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with you.
   3. Whilst the Company will take all reasonable attempts to exclude viruses from the Website, it cannot ensure such exclusion and no liability is accepted for viruses. The User is recommended to take all appropriate safeguards before accessing or downloading information or any Material from the Website.
   4. The Website includes information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by the Company and the Company shall not be liable for any material which may be deemed Unacceptable. You further may be exposed to Material that is inaccurate, offensive, indecent, objectionable, defamatory, or libellous and, as far as the law allows, and subject to Clause 6.11, you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto.
   5. The Company does not guarantee that the Website will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Website will not be affected by force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities. The Company may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons at any time and shall not be liable for any interruption to the Service, whether intentional or otherwise. We recommend that you back up any content and data used in connection with the Website, to protect yourself in case of problems with the Website or the Service.
   6. The Company 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.
   7. The Company is not responsible for the direct or indirect consequences of a User linking to any other website from the Website and has not approved such linked websites or the material or information available from them.
   8. The Company does not guarantee, represent or warrant that the information accessible via the Website is accurate, complete or current. The Company has no liability whatsoever in respect of any use which the User makes of such information. The Website, the Service, and use of all related facilities are provided on an “as is, as available” basis without any warranties whether express or implied.
   9. The Website and the Service have not been developed (and 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 Website, the Service and the Material are suitable for its purposes. A User in making any financial or other decision based on Material or other information in the Website accepts that it does so exclusively at its own risk and the Company shall have no liability in respect of the same.
   10. None of the Clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of the Company or its appointed agents.
   11. The Website is controlled and offered by the Company from facilities in Liberia. The Company makes no representations or warranties that the Website is appropriate for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and risk and are responsible for compliance with local law.

**7.JOBS WANTED**

* 1. The Company is not responsible for the information posted by the job seekers in the Jobs Wanted section or in their CVs. The CV Search is a form of head hunting, it allows recruiters to look through the CVs in our database. However, some of the applicants may or may not match the job position you are looking to fill. Any fees paid are non-refundable once the package is used. The duration of the CV Search cannot be extended.
  2. By placing a job seeking ad in the Jobs Wanted section, the recruiter will have access to the CV uploaded to the job seeker's profile. Once an applicant uploads their CV to their profile, it will be added to our database where recruiters will have access to it for 18 months.

**8.INDEMNITY**

* 1. The User agrees to defend, indemnify and hold harmless the Company, the BnS Liberia Limited and each of their officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys’ fees) arising from (a) your improper use of, or your inability to use, the Website or the Service; (b) your breach of any provision of these Terms; and/or (c) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right. As far as the law allows, this defence and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Website and the Service.

**9.PROPERTY FOR SALE AND PROPERTY FOR RENT CATEGORIES ON THE WEBSITE or mobile application**

If you are listing a property on this Website, your obligations are as follows:

**Brokers**

* 1. You warrant that you possess a valid license from the Real Estate Regulatory Authority (RERA), or its equivalent in the Liberia in which you are advertising.
  2. If a project is off plan (under construction), you warrant that the project is registered.
  3. If you are engaging in subleasing activities, you warrant that you possess a license for the activity of “Leasing and Management of Other People’s Property”.
  4. If you are engaging in short-term or Holiday Home leasing, you warrant that you possess a license for the activity from Liberia Tourism and Commerce Marketing.
  5. As per the RERA regulations, you must obtain approval for every sale or leasing advertisement (located within or outside of Liberia) and display the RERA Permit Number, Office Registration Number and Broker Registration Number on all advertisements.

**Developers**

* 1. You warrant that you possess a valid license from RERA, or its equivalent in the Liberia in which you are advertising.
  2. If a project is off plan (under construction), you warrant that it is registered with RERA and hold a RERA-approved Escrow Account for the project.
  3. As per RERA regulations, you must obtain approval for every property advertisement (located within or outside of Liberia) and display the RERA Permit Number on all advertisements.

**Owners and Landlords**

* 1. You warrant that you are the Owner/Landlord of the property, or otherwise possess valid authorisation to list the property on the Website.
  2. If you are engaging in short-term or Holiday Home Leasing, you warrant that you possess a license for the activity from Liberia Tourism and Commerce Marketing (LTCM).

**Tenants**

* 1. You warrant that you possess valid, written consent from your landlord before advertising on the Website, and that you are legally entitled to publish such advertisement.

**All Advertisers**

* 1. You may only advertise properties that are currently available for sale or lease. It is at our discretion to remove any listings (advertising fees will not be refunded).
  2. You warrant that the advertisement does not contain unlawful language or use of the premises, including:
     1. defamatory, misleading or deceptive statements;
     2. sharing of a property that exceeds lawful occupancy limits (including, but not limited to, bachelor accommodations and multi-family use);
     3. sharing of a property between unrelated members of the opposite sex;
     4. sharing of a property in any way that is deemed unlawful; and
     5. any other language that promotes illegal or immoral activities under the law of the Liberia.
  3. If you are listing a property on any of the Website, your obligations are as follows:
     1. The Company’s advertisements include real properties for sale or rent. The Company is not a real estate brokerage and the details of the properties available on the Website are provided to us by third party brokers, landlords, owners or developers;
     2. The Company does not verify the property listing details provided to us by third parties, and makes no warranties or representations as to their accuracy or completeness;
     3. You, the User of the Website, must conduct your own due diligence and must not rely on the details in the advertisements; and
     4. The Company does verify the RERA license number of all property broker companies prior to allowing them to advertise on the Website.

**Motors Category**

* 1. As a User of the Website, you must not offer for sale any type of car, motor vehicle or motorcycle ("**Vehicle**") that is:
     1. located outside of the Liberia, unless you can prove ownership of the Vehicle upon request;
     2. that is not immediately for sale;
     3. that is not accurately described by the category in which it is advertised;
     4. that you are not the owner of, or in all other cases, which you do not have the rights to sell; or
     5. without true and accurate pricing of the Vehicle displayed within the listing.
  2. We may request that you provide proof of ownership, and that the Vehicle is located in the Liberia or has been cleared by Liberia customs. If you do not provide us with proof within 24 hours of request, we may immediately remove the relevant advertisement/content without further notice and no refund will be made.

**10.CALL RECORDING FOR THE REAL ESTATE BROKERS**

* 1. Some of the RERA licensed real estate brokers (Brokers) that advertise on our website subscribe to a service whereby the property listing has a uniquely identified phone number and the call is automatically recorded for quality and training purposes. By using the Services, you expressly agree to having your phone call recorded when you call a Broker in relation to advertisements in the Property category of the Website and you agree that no further warning or consent is required.

**11.AD SERVICES PACKAGE**

* 1. If you are a Client, Customer or any of their officers, directors, employees, agents, contractors, sub-contractors or representatives, the following additional terms also apply to you:
     1. The Company may publish on the Website any information supplied or made available to the Company by or on behalf of the Client. The Client acknowledges and agrees that the Company shall not be regarded as being in breach of any obligation of confidentiality as a result of the publication of such information.
     2. The Company may make operational changes to the Ad Services Package and individual products thereunder at any time. The Company will use reasonable endeavours to provide notification of material changes by posting a message on the Website or by informing the Client.
     3. Subject to Clause 6.11, in no event shall the Company’s liability with respect to the provision of the Ad Services Package to the Client, regardless of the cause of action and losses suffered by the Client, exceed USD 5500$.

**12.GENERAL**

* 1. Subject to Clause ‎5.2, these Terms, the Privacy Policy and any other expressly incorporated document constitute the entire agreement between you and the Company and neither party has relied on any representation made by the other party unless such representation is expressly included in these Terms. Nothing in this Clause ‎12.1 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. The Company 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 these Terms. Prior to using the Website again in the future, Users should check that the Effective Date has not changed. If it has, the User should examine the new set of terms and conditions and only use the Website if it accepts the new terms and conditions. If you do not accept the changes, you should immediately discontinue your access to the Website and your use of the Service.
  3. If any provision of these Terms 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. The Company reserves the right to assign or subcontract any or all of its rights and obligations under these Terms. The User may not assign or otherwise transfer its rights or obligations under these Terms without the Company’s prior written consent.
  5. Any notice given pursuant to these Terms 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 the Company 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 or when sent by email 24 hours after the email has been sent.
  6. The Company 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.
  7. Any delay or forbearance by the Company in enforcing any provisions of these Terms or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
  8. The headings in these Terms are solely used for convenience and shall not have any legal or contractual significance.
  9. These Terms shall be governed by and construed in accordance with the law of the Liberian financial Law, and the parties submit to the exclusive jurisdiction of the Courts, save that the Company may take action in any relevant jurisdiction to enforce its Intellectual Property Rights. You agree that any cause of action brought by you arising out of or related to your use of the Service and./or the Website must commence within a reasonable time and in any event within one (1) year after the cause of action accrues.
  10. These Terms shall inure to the benefit of and be binding upon each party's successors.
  11. If these Terms are translated into any other language and there is a discrepancy between the English text and the text of the other language, the English text version will prevail.
  12. All website design, text, graphics, the selection and arrangement thereof are Copyright ©2024, BnS.com, ALL RIGHTS RESERVED.

13.BnS is a trademark of Buy and Sell in Liberia Ltd