Terms of Use

Please read these terms and conditions of use carefully before using this and other Flatfy websites as they are a legally binding agreement between you and us.

What’s in these terms?

These terms define fundamental legal rules for using our website: www.flatfy.com (as well as other domains with the same name that are the property of the company Flatfy OÜ), hereinafter collectively and/or separately referred to as the “Site”.

These terms of use are hereinafter referred to as the “Terms”. A reference to “you” or “your” is a reference to the user of this Site.

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Who we are and how you can contact us

1. We are Flatfy OÜ (Private Limited Company, incorporated under the laws of Estonia, commercial registry code 14147289) and our legal address is: Punane tn 24a, Lasnaiæ district, Tallinn city, Harju county, 13619, Estonia (hereinafter referred to as "we" or "us" or "our"). We are the owners and providers of this Site.

2. You can contact us by email hello@flatfy.com or by post to our address above.
By using our Site you accept these Terms

1. These Terms define all the legal rules, rights and obligations applying to your use of this Site and its operation.

2. By using our Site, you confirm that you familiarized yourself with and fully accepted these Terms and agreed to abide thereby. If you do not agree to these Terms, please stop using our Site.

3. These Terms are a legally binding agreement (as public offer) between you and us.

4. These Terms may also refer to other terms that apply when using our Site, such as our Cookie Policy, Privacy Policy and Personal Data Notice. By using our Site, you consent to these policies as well.
We may make changes to our Terms

1. Due to changes in applicable laws or processes within our company, we reserve our right to amend these Terms from time to time by updating them on the Site. Every time you wish to use our Site, please check these Terms to ensure you understand them in their current wording. You may want to add it to favorites in your browser for quick and convenient access.

We may make changes to our Site

1. We may from time to time change the content, functionality or other aspects of this Site, as well as suspend or discontinue any thereof which may include your access to it (in parts or as a whole). We will try to give you reasonable notice of any major changes, but such notice is not to be seen as obligatory.
Your obligations and acceptable use

1. You accept that you are solely responsible for ensuring that your computer system (hardware and software-wise) meets all relevant technical specifications necessary to use this Site and is compatible with this Site. We shall not be responsible for operation of the Site in the event of problems with your computer system.

2. You must not misuse our system or this Site. In particular, you must not hack into, circumvent security or otherwise disrupt the operation of our system and this Site, or attempt to carry out any of the foregoing, irrelevant of your intents. This includes, but not exclusively: introducing viruses, trojans, worms, logic bombs or other material which is or could be malicious or technologically harmful. You must not misuse any forms on the Site, and any forms you submit must be a genuine enquiry. You must not use the Site with intent to break any established laws or to commit any crime, violation or infringement.

3. You must not use or attempt to use any automated program (including, without limitation, any spider or other web crawler) to access our system or this Site, or to fill in and/or send forms on our Site automatically, or to search, display, obtain links to any part of this Site, unless the automated program identifies itself uniquely in the User Agent field and is fully compliant with the Robots Exclusion Protocol (a "Permitted Program"). You must not use any scraping technology on the Site. Any such use or attempted use of an automated program (other than a Permitted Program) shall be a misuse of our system and this Site. Obtaining access to any part of our system or of this Site by means of any such automated programs (other than a Permitted Program) is strictly unauthorized.

4. You must not upload nor use inappropriate or offensive language or content, nor solicit any commercial services in any communication, form or email you send or submit, from or to the Site.
Interactive services and content

1. Your filling out and submission of an enquiry form on our Site constitutes permission to Flatfy to add your details to our database. Such use of your data complies with our Terms.

2. You guarantee that all content you upload to our Site (if such occurs), belongs to you copyright-wise and your use of it does not harm any guaranteed rights or interests of third parties. All content you upload to our Site will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who claims or alleges that the content you posted or uploaded to our Site violates that third parties' legal rights.

3. The views expressed by users on our Site, other sites we link to do not (necessarily) represent our views or values.

4. All content that you upload to our Site must:

   4.1. be accurate;

   4.2. be genuinely held; and

   4.3. comply with the applicable law of the country from which they were posted

5. Your content must not:
5.1. contain any material which is defamatory of any person;

5.2. contain any material which is obscene, offensive, hateful, racist, discriminatory, unethical, immoral or inflammatory; or

5.3. contain any material which does or could potentially violate the intellectual property rights of a third party.

6. We will determine in our discretion any event of violation of this clause. In the event of violation of these Terms we may take any action we deem appropriate. This action may include the following:

6.1. immediate, temporary or permanent withdrawal of your right to use our Site;

6.2. immediate, temporary or permanent removal of any material uploaded by you to our Site;

6.3. further legal action against you; and

6.4. disclosure of such information to law enforcement or authorities as we reasonably feel necessary.

7. In addition to all of our rights set out above, we reserve the right to remove any content that you upload to our Site or links to your site at any time without notice and without having to give a reason.
Registration

1. In order to receive full functionality of this Site, you can register and submit a completed registration form to us. By registering you accept these Terms and guarantee to abide thereby. At our discretion, we may refuse your application for registration.

2. Each registration is for a single user only.

3. The information provided on this Site is for general interest only and does not constitute specific advice.

4. You undertake that all information you provided for registering with us is accurate and complete.

5. You will notify us immediately of any unauthorized use of such information or any other breach of security of this Site of which you become aware.

6. We have the right to disable at any time any account ID, whether chosen by you or allocated by us, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

7. We guarantee that the storage, use, transfer, transformation and other activities relating to your personal data you transferred to us during registration process are performed in compliance with the laws in force in this field and the best practices in personal data management domain.
Intellectual property

1. Copyright and all other intellectual property rights in this Site (including all database rights, trademarks, service marks, trading names, text, graphics, code, files and links) belong to us. All rights are reserved. Any unauthorized use shall be deemed as infringement and may be persecuted by law.

2. Some of the materials on this Site may contain links to third-party websites and resources or include third party content, which we use under fair-use policy. We do not take responsibility and shall not be liable in any form for any event of third-party copyright infringement or breach.

Warranty

1. Whilst we endeavor to ensure that any material available through this Site (including links to third-
1. Whilst we endeavor to ensure that any material available through this Site (including links to third parties) is not contaminated in any way, we do not warrant that such material will be free from infection, viruses and/or similar code.

2. Due to the nature of software and internet, we do not warrant that your access to or the running of this Site will be uninterrupted or error free. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We shall not be liable if we cannot process your details due to circumstances beyond our reasonable control.

3. Information provided on this Site is for general interest only and does not constitute specific advice. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date (if such guarantees are not required by applicable law).

4. We make no warranties or representations that property information on this Site is correct, accurate or up-to-date.

5. We make no warranty or guarantee that this Site or information available on it complies with laws other than applicable law.

6. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

7. Details of the properties available on this Site are provided to us by third party estate agents, commercial agents, letting agents, landlords, overseas property owners or new homes developers or link you to the resources of such entities for your information only. We do not guarantee the property details provided to us or that we link to, and therefore make no warranties or representations as to their accuracy or completeness. If you rely on these details, you do so at your own risk. We recommend that you check all details about the property, information about which is specified on our Site, before making any decisions or taking any action in its regard.
Barring from the Site

1. We reserve the right to bar users from this Site and/or restrict or disable their access to or use of any or all elements of our services, on a permanent or temporary basis at our sole discretion. Any such user shall be notified thereof and must not then attempt to use this Site under any other name or through any other user.

We may suspend or withdraw our Site

Our Site is made available for users on free of charge basis.

1. We do not guarantee that our Site or any content on it will always be available or uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

2. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they
We are not responsible for websites we link to

1. This Site contains links to websites operated by third parties or partially displays information gathered from such websites under fair-use policy. We have no control over their individual content. We therefore make no warranties or representations as to the accuracy or completeness of any of the information appearing in relation to any linked websites. The links are for your convenience only. We do not recommend any products or services advertised on those websites (unless otherwise stated in any form). If you decide to access any third party website linked from this Site, you do so at your own risk.

Rules about linking to our Site

1. You must not include links to this Site into any other site without our prior consent. In particular (but without limiting the foregoing) you must not include in any other site any “deep link” to any page.
(but without limiting the foregoing) you must not include in any other site any “deep link” to any page on this Site. You may link to our home page, provided that you do so in a way that does not (in our reasonable opinion) damage our reputation or expose us to risk. We reserve the right to withdraw linking permission without notice and without giving a reason.

2. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

3. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists at the time of establishment of such link.

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Our responsibility for loss or damage suffered by you

1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

2. Subject to previous clause, we will not be liable for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.

3. Subject to clause 14.1, we do not accept any liability for loss of your account ID caused by a breakdown, error, loss of power or otherwise caused by or to your computer system.
4. We may put in place such systems as we from time to time see fit to prevent automated programs being used to obtain unauthorized access to our system and this Site. You are not permitted to use automated programs for such purposes and any such use or attempted use by you of such automated programs is at your own risk. Subject to clause 14.1, we shall not be liable to you for any consequences arising from or in connection with any such use or attempted use of automated programs to obtain unauthorized access to our system or this Site.

5. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or any website linked to it.

6. We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

- use of or inability to use our Site; or

- use of or reliance on any content displayed on our Site.

In particular, we will not be liable for:

- loss of profits, sales, business or revenue;

- business interruption;

- loss of anticipated savings;

- loss of business opportunity, goodwill or reputation; or

- any indirect or consequential loss or damage.
Applicable law

1. If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by EU laws or any other applicable law. Herewith, you and we both agree that the courts of Estonia will have exclusive jurisdiction.

Customer feedback and quality

1. We try to ensure that all customer feedback is dealt with timely, fairly and consistently and is properly recorded. We welcome any of your suggestions about how we may improve our service. Please write to us at hello@flatfy.com. We aim to acknowledge and embrace all customer feedback.

Thank you for visiting our Site. Have a great experience using it!