

1PAKDEAL.COM شرائط استعمال

ہمیں اپنے کام پر فخر ہے اور اس کے بارے میں پر جوش ہیں کیونکہ یہ پاکستان کی ترقی میں معاون ہے۔

Effective Date:- 27 December 2021

- If you wish to use this Website or employ 1PAKDEAL for any service, you must agree to the terms below as the exclusive basis which governs usage of the Website and provision of services. If you do not agree to any of the terms, do not use this Website or employ 1PAKDEAL for any service.
- THIS **AGREEMENT** is made between 1PAKDEAL.com and you ("the User").

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:-

"Effective Date" - the date on which this set of terms and conditions entered effect.

"Intellectual Property Rights" - all copyrights, patents, registered and unregistered design rights, database rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"Material" - content published on the Website or otherwise provided to 1PAKDEAL by the user. For the avoidance of doubt, it includes all content posted on the Website by the User or otherwise provided to 1PAKDEAL by the User.

"Registration Details" - the details which a User must provide on registering for the Website including name, phone numbers, email address, age or address.

"Service" - the provision of the Website as a property portal or any other service provided by 1PAKDEAL

"Unacceptable" - Material which under the laws of any jurisdiction from which the Website may be accessed may be considered either:-

- a. illegal, illicit, indecent, obscene, racist, offensive, pornographic, insulting, false, unreliable, misleading, alleged to be or actually defamatory or in infringement of third party rights (of whatever nature and including, without limitation, any Intellectual Property Rights);
- b. in breach of any applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory);
- c. to contravene legislation, including without limitation, that relating to weapons, animals or alcohol;
- d. might harm 1PAKDEAL's reputation.

"User"- any party who uses any service provided by 1PAKDEAL, including the use of Website. For the avoidance of doubt, User includes all advertisers and all parties who enter into any agreement with 1PAKDEAL

"Website" - 1PAKDEAL's website located at www.1PAKDEAL.com

"1PAKDEAL" - 1PAKDEAL registered address is 25 Adams Boulevard, Los Angeles.

2. USER TERMS

- 2.1 In registering for this Website, 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.
- 2.2 The User hereby warrants to 1PAKDEAL that it is at least eighteen years of age and legally able to enter into contracts.
- 2.3 1PAKDEAL reserves the discretion to withdraw any Material from the Website without prior notice and to refuse any Material posted by a User.
- 2.4 The User's Registration Details and data relating to its use of the Website will be recorded by 1PAKDEAL but this information shall not be disclosed to third parties (otherwise than on an aggregated, anonymous basis).
- 2.5 1PAKDEAL may send a small file to the User's computer when it visits the Website. This "cookie" will enable 1PAKDEAL to identify the User's computer, track its behaviour on the Website and to identify the User's particular areas of interest so as to enhance the User's future visits to the Website. The cookie will not enable 1PAKDEAL to identify the User and 1PAKDEAL shall not use it otherwise than in relation to this Website. The User can set its computer browser to reject cookies but this may preclude use of certain parts of this Website.
- 2.6 The User hereby authorises 1PAKDEAL to use any information which it submits to this Website to inform the User of special offers, occasional third party offers and for other marketing and related purposes. 1PAKDEAL will not use User data for any other purposes than as set out in this Agreement except that 1PAKDEAL may disclose this data if compelled to do so by law, or at the request of a law enforcement agency or governmental authority.
- 2.7 If the User does not wish 1PAKDEAL to use its information as set out in Clauses 2.3 and 2.4 above, it should leave the Website before submitting its personal details.
- 2.8 If the User does not want 1PAKDEAL to use its email address or SMS to send information concerning the Website and related matters, the User should send a message to 1PAKDEAL and insert unsubscribe as the subject heading.
- 2.9 1PAKDEAL reserves the right to suspend or terminate a User's account where, in its absolute discretion, it deems such suspension appropriate. In the event of such suspension or termination, 1PAKDEAL will notify the User by email and the User must not seek to re-register either directly or indirectly through a related entity.
- 2.10 For the avoidance of doubt, 1PAKDEAL is providing a service not goods.
- 2.11 1PAKDEAL owns all Intellectual Property Rights in the Website and the Service, including without limitation, the design, text, graphics, the selection and arrangement thereof.
- 2.12 1PAKDEAL takes reported and actual infringement of Intellectual Property Rights and fraud extremely seriously and whilst Users cannot hold 1PAKDEAL liable in relation to such issues, 1PAKDEAL requests all Users to report such matters immediately and 1PAKDEAL shall inform the appropriate authorities.
- 2.13 Users will be invited to send comments to 1PAKDEAL by email relating to the integrity and performance of other Users.
- 2.14 The following restrictions shall apply to all Users:

- a. User agrees not to transmit any material designed to interrupt, damage, destroy or limit the functionality of the Website or the Service.
 - b. User agrees not to use any automated software to view the Service without consent and to only access the Service manually.
 - c. User agrees not to use the Service other than for its own personal use or as an agent listing properties for sale and to rent.
 - d. User shall not be entitled to delete any advertisement/listing for a period of 24 hours after posting on the website by said user.
 - e. User agrees not to attempt to copy any Material or reverse engineer any processes without 1PAKDEAL's consent.
 - f. User agrees not to use any Service in any manner that is illegal, immoral or harmful to 1PAKDEAL.
 - g. User agrees not to use any Service in breach of any policy or other notice on the Website.
 - h. User agrees not to remove or alter any copyright notices that appear on the Website.
 - i. User agrees not to publish any Material that may encourage a breach of any relevant laws or regulations.
 - j. User agrees not to interfere with any other User's enjoyment of the Website or the Service.
 - k. User agrees not to transmit materials protected by copyright without the permission of the owner.
 - l. User agrees not to conduct itself in an offensive or abusive manner whilst using the Website or the Service.
15. By submitting Material on the Website or otherwise, User grants 1PAKDEAL a royalty-free, perpetual, irrevocable and non-exclusive right and license to use, reproduce, distribute, display, modify and edit the Material. 1PAKDEAL will not pay the User any fees for the Material and reserves the right in its sole discretion to remove or edit the Material at any time. User also warrants and represents that it has all rights necessary to grant 1PAKDEAL these rights.
16. 1PAKDEAL permits the User to post Material on the Website in accordance with 1PAKDEAL's procedures provided that Material is not illegal, obscene, abusive, threatening, defamatory or otherwise objectionable to 1PAKDEAL.
17. 1PAKDEAL reserves the right to terminate any Service agreement without any notice to the User and without providing any reason whatsoever. In the event of cancellation, the User shall pay any outstanding invoices relating to the Service agreement within 14 working days.
18. Any User who enters into any agreement with 1PAKDEAL shall not in any way, directly or indirectly, employ or offer employment to any employee of 1PAKDEAL

and/or its affiliates during the period of the agreement and up to one year after the termination/expiry of the agreement. Further, any User with any agreement with 1PAKDEAL shall not acquire any direct or indirect service from employees of 1PAKDEAL other than the services stipulated in their agreement with 1PAKDEAL for the aforementioned period. Further, any User with any agreement with 1PAKDEAL shall not solicit or endeavour to entice away or discourage any employee of 1PAKDEAL from being employed by 1PAKDEAL for the aforementioned period.

3. LIMITATION OF LIABILITY

- 3.1 1PAKDEAL is not liable for any indirect loss, consequential loss, loss of profits, revenue, data or goodwill howsoever arising suffered by any User arising in any way in connection with this Agreement or for any liability of a User to any third party.
- 3.2 Whilst 1PAKDEAL will make all reasonable attempts to exclude viruses from the Website, it cannot ensure such exclusion and no liability is accepted for viruses. Thus, the User is recommended to take all appropriate safeguards before downloading information or any Material from the Website.
- 3.3 1PAKDEAL shall not be liable for ensuring that the Material on the Website is not Unacceptable Material and the User in making any financial or other decision accepts that it does so exclusively at its own risk.
- 3.4 1PAKDEAL shall not be liable for any interruption to the Service, whether intentional or otherwise.
- 3.5 1PAKDEAL 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.
- 3.6 1PAKDEAL is not responsible for the direct or indirect consequences of a User linking to any other website from the Website.
- 3.7 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of 1PAKDEAL or its appointed agents.
- 3.8 No matter how many claims are made and whatever the basis of such claims, 1PAKDEAL's maximum aggregate liability to a User under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 3.1-3.6 above or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the value of any amount paid to 1PAKDEAL by the User in relation to which such claim arises.

4. WARRANTIES AND INDEMNITY

- 4.1 1PAKDEAL does not represent or warrant that the information accessible via the Website is accurate, complete or current. 1PAKDEAL has no liability whatsoever in respect of any use which the User makes of such information.
- 4.2 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 Material is suitable for its purposes.

- 4.3 All warranties, express or implied, statutory or otherwise are hereby excluded.
- 4.4 The User hereby agrees to indemnify 1PAKDEAL against all liabilities, claims and expenses that may arise from any breach of this Agreement by the User.

5. GENERAL

- 5.1 Subject to Clause 5.2, this written Agreement and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this Clause 5.1 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.
- 5.2 1PAKDEAL 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 this Agreement. Prior to using the Website again in the future, Users should check that the effective date has not altered. If it has, the User should examine the new set of terms and only use the Website if it accepts the new terms.
- 5.3 If any provision of this Agreement 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.
- 5.4 1PAKDEAL reserves the right to assign or subcontract any or all of its rights and obligations under this Agreement.
- 5.5 The User may not assign or otherwise transfer its rights or obligations under this Agreement without 1PAKDEAL's prior written consent.
- 5.6 Any notice given pursuant hereto 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 1PAKDEAL 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, when sent by email 24 hours after the same shall has been sent, or if sent by post 72 hours after put into the post correctly addressed and pre-paid.
- 5.7 1PAKDEAL 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.
- 5.8 The headings in this Agreement are solely used for convenience and shall not have any legal or contractual significance.
- 5.9 This Agreement shall be governed by and construed in accordance with the laws of Pakistan and the User submits to the exclusive jurisdiction of the Courts of Islamabad, Pakistan, save that 1PAKDEAL may take action against the User in any relevant jurisdiction to enforce its rights.