

Welcome to Kamerestate.com, a company registered in Cameroon as Kamerestate Real Estate Comapnay. With its Head office Located at Mill III Nkwen Bamenda

These terms and conditions (the "**Terms**") constitute a legally binding contract between you, the user, and us. Please take the time to read these Terms carefully as they explain the legal relationship between you and us and will govern your use of the Site and the services made available through it. By accessing or using the Site and/or any content, materials or services made available through it you are agreeing to be legally bound by these Terms.

We reserve the right to change these Terms from time to time in our sole discretion. Your use of the Site will be subject to the most recent version of the Terms posted on the Site at the time of such use. Although we recommend that you read through the Terms available on the Site from time to time, so that you can be sure that you are aware of the latest version, we will give you reasonable prior notice if we intend to make any changes to these Terms that may be materially to your detriment before such changes take effect.

1. Contact us

1. If you would like to contact us about the Site, please do so using the following details:

Address:	Mile III Nkwen Bamenda, Northwest Cameroon
Phone:	+237 671140082
E-mail:	info@kamerestate.com
Skype:	deckson.ndiche

2. Registration

1. You do not need to register as a member of the Site in order to browse some sections of the Site, but you may not be able to access all of the features of the Site unless you register with us and create an account on the Site. If you are browsing the Site and have not yet registered with us, your use of the Site will still be subject to these Terms.

2. You will need to register with us in order to post any adverts (Properties) on the Site. You can register by clicking on the "Register" on the top right hand corner of our homepage and submitting the information required. You'll need to provide a valid email address and a password, which you will be required to submit each time you log into the Site. You may also be required to submit some additional personal information about yourself as part of the registration process.
3. You must be at least 18 years old to register and you are only permitted to just one account on the Site. Multiple live accounts are not permitted. By registering with us you are representing and warranting to us that: (i) you are over 18 years old; (ii) you have not previously been banned from the Site; and (iii) you do not already have an account registered with us.
4. You agree that all registration information you submit to the Site will be truthful and accurate and you will maintain the accuracy of this information
5. Your account is for your use only and you agree that you will not share your account with any other person. It is your responsibility to keep your password secure. You will be responsible and liable for any actions of any person logging into the Site using your username and password (including, without limitation, any adverts posted on the Site via your account). You should notify us immediately if you suspect that anyone else knows your password or that anyone has accessed your account without your permission. Unless we have been notified otherwise will be entitled to assume that any person logging into our Site using your username and password is you.
6. We may at any time and for any reason refuse to accept a registration from any person.

3. Access and use of the Site

1. We do not charge any fees for registering an account with us. Some aspects of the Site are also made available free of charge, such as placing standard adverts and browsing and searching on the Site.
2. We also offer a number of additional features and functionality on the Site that are only available to members who have paid to upgrade their account. For more details on how to upgrade your account please refer to section 5 below.

3. You agree not to use the Site in any improper or unlawful manner or in breach of any legislation or license that applies to you.
4. Without limiting the foregoing, you agree that when using the Site, you will not:
 1. harass others or disclose personal information about others that could amount to harassment;
 2. publish, post, upload, store, distribute or disseminate any unlawful, defamatory, infringing, obscene, sexually explicit, harmful, confidential, libelous, hateful, threatening or otherwise illegal material or information, or anything which might constitute a criminal or civil offence;
 3. upload files that contain software or other material which are the Intellectual Property Rights of any third party, or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;
 4. upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the Site or any other computer;
 5. impersonate others or create false accounts or adverts on the Site;
 6. promote any activity that is illegal;
 7. use software to harvest information from the Site; or
 8. send chain letters, junk mail, 'spamming' material or any other form of bulk communication.
5. You agree to comply with all reasonable instructions that we may give you regarding your use of the Site.
6. You are responsible for obtaining (at your own cost) all necessary equipment and telecommunications services required to access and use the Site.
7. You agree that we may suspend access to the Site temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control and we shall not be liable to you in any way for such suspended access.

4. Posting and responding to adverts on the Site

1. You need to register an account with us in order to post an advert on the Site. There are two types of advert that can be posted on the Site. The first is an advert that can be posted by any normal non-paying member who has registered an account with us (a "**Free Ad**"). The second type of advert, "Premium Ads", can only be posted by members who have paid to upgrade their account. Premium Ads appear as "Top Recommended houses, Sticky and Featured Property" on every page and feature above Free Ads of the same age. For more on the benefits of Premium Ads please refer to the FAQ section.
2. To post a property advert on the Site click, and download the PDF document on the right hand side of the homepage and follow the instructions. By posting an advert on the Site you are representing and warranting (which is a legal promise) to us that:
 1. all the information you include in your advert will be truthful and, to the best of your knowledge and belief, accurate and not in any way misleading;
 2. any photos or videos you include in your advert will be current and accurate representations of the room(s) you are advertising; and
 3. all adverts will comply with these Terms, including section 7.
3. You are responsible for the content of any adverts you post to the Site, including any errors, omissions or inaccuracies contained in such adverts. We accept no liability to you or any other person for the content of any adverts posted on our Site. We advise that you check the content of your advert 24 hrs. after posting it to the Site to ensure you are happy with it. You may edit or remove any adverts you have placed on the Site at any time by logging into your account and clicking on the Remove Property link. For more details on how to do this please refer to the FAQ section.
4. Once a Free Ad has been posted on the Site, only users who have paid to upgrade their account will be able to post advert on our site, commencing on the day it was first posted. After an advert has been on the Site for 7 days or more any registered user of the Site may respond to that advert via the Site. Premium Ads can be Obtain by all registered users immediately if they wish to do so.

5. You may contact other members of the Site via our on-site messaging system. In All cases advertisers may include their phone number and email, in which case we may contact them directly in case we need more information from them. However, please be advised **we will not reveal any of our members' contact details or other personal information without the relevant members' permission.** We do not routinely monitor all communications between Users via our on-site messaging system, but we may use software to track communications and we reserve the right to monitor them in order to investigate any suspected breach of our terms and conditions, any illegal behavior or any other misuse of our service, or for any other reasonable reason as determined by us from time to time.
6. We reserve the right to refuse to list and/or deactivate any advertisements or edit any User Generated Content we deem, in our reasonable discretion, to be in violation of these Terms. In such cases no refunds will be given. In the event we receive any complaints about an advertisement or advertiser, we reserve the right to temporarily suspend the advertisement or account in question while we investigate the matter. After carrying out such an investigation, we may terminate your account if we deem it appropriate to do so in our absolute discretion.
7. We reserve the right to publish any adverts you post to the Site across all our marketing network of sites, as well as uploading any adverts posted to the Site to other relevant portal websites from time to time, such as our third party property search websites. **We will never post users' contact details with their ads on third party websites.**

5. Upgrading your account

1. You may upgrade your account at any time by clicking on the type of package (Sticky, Feature or Make Top) link on the property you want to upgrade in your "My Property" section of our Site.
2. For more details of the different upgrade options available, and payment options on offer, please refer to the Upgrade section of our Site.
3. When you choose to upgrade your account we will charge you a payment for the upgrade period you have chosen. Payments will be processed by our third party payment processor, currently PayPal, MTN Mobile Money, and

UBA, using their secure server or payment can be done by send the money to other money transfer agencies such as Express Union, Express Exchange, Money Gram or any other advertised service on the Site from time to time.

4. Your account will automatically revert to a standard membership at the end of your upgrade period unless you opt to extend your upgrade period by making a further payment. We will only charge you for the period you have selected to upgrade for. By giving us your payment card details you are not granting us any continuing authority to automatically extend your upgrade period unless you have specifically opted to make regular, ongoing payments.
5. Once you've confirmed the payment to upgrade your account and we have sent you a confirmation email confirming your purchase a contract for upgraded subscription between you and us will have been formed and you'll be able to receive the benefits of upgrading your membership immediately. You have the right to cancel your contract for upgraded subscription for up to 14 days after the contract has been formed under the Consumer Contracts (Information, Cancellation and Additional Charges Regulations) 2013 (the "Regulations"). Please note that in accordance with the Regulations once you have started to receive the benefits of our upgraded service you will not be entitled to a full refund and we are entitled to charge you a pro rata amount for any services you have already received. The amount you are refunded will depend on when you decide to cancel your contract and will be calculated as follows:
 1. if you cancel your subscription within the first 7 days of your contract with us you will be charged a pro rata amount for each day or part of a day of your subscription period that you have used
 2. the pro rata amount you will be charged will be based on the full price for a 7-day subscription, i.e. 1/7th of the price of a 7-day subscription will be deducted from the total amount you have paid for each day or part of a day that you have used and you will be refunded the remainder of your payment;
 3. for the purposes of calculating the amount to be refunded, a 'day' means a complete 24-hour period starting from the time that we send you confirmation of your upgraded subscription purchase;

4. the avoidance of doubt any cancellation requests received in the first 24 hours of your contract will incur 1 days' charge; requests received after 24 hours but before 48 hours have passed will incur 2 days' charge and so on; and
5. if you cancel your subscription after 7 days but before the end of the 14-day period we will charge you the full cost of purchasing a 7-day subscription period as you have already received the benefit of a full 7-day period but we will refund you the remainder of your payment.
6. Refunds will be made via your original method of payment and will usually be processed within [7] working days.
7. Please note that you will no longer have the right to cancel your upgraded subscription after your contract for upgraded subscription has been fully performed which in the case of a contract for a 7-day subscription period will be after the expiry of the 7-day period.

6. Additional features for landlords

1. This section of these Terms only applies to members of the Site who are acting as landlords. Any landlords that have registered an account with us, and are paying for an upgraded subscription service, may also elect to take advantage of some of the additional features and services we offer to landlords as described in this section of these Terms.
2. Featured Ads
 1. We provide a featured Ads listing which allows Ads to feature on every page of our website and most especially on the homepage. Adverts that are subject to such pay per click arrangements will receive greater prominence than normal adverts. Adverts that have the highest PPC Rate set for the relevant search terms will be given the greatest prominence in the search listings on a declining scale.
 2. If you want to find out more about Featured Ads, Email info@kamerestate.com or call [+237671140082](tel:+237671140082)
3. Make Top Ads
 1. We may also permit certain landlords who are advertising a large number of properties or rooms on our Site to include their own branding on their adverts and/or to be awarded "pro landlord status" and have that status recognized in their adverts. These additional

services are offered entirely at our discretion and you may be required to pay additional fees and/or sign up to additional terms before you are able to take advantage of them. If you're interested in finding out more, please contact us to discuss this further.

4. Lodger and tenancy agreements

1. Both our lodger and tenancy agreements have been provided by a third party. We cannot be held responsible for any failure or deficiency in such agreements and any reliance you place on them is entirely at your own risk. You are advised to make your own inquiries and check that the agreement is suitable for your needs before entering into any legally binding commitment.
2. Lodger packs
3. We also offer a complete pack of items we think a live in landlord will need before entering into any lodging arrangement, which is available to purchase directly from our Site. This currently includes a template lodger agreement, inventory and deposit documentation, a notice to quit (should you need one) and a copy of "The Essential Guide to Flat sharing" by Rupert Hunt and Matt Hutchinson. The exact items included in our lodger pack and the price for the pack may change from time to time.
4. **Sticky Property** Ads appear on the top of every search result take, giving your property more exposure and visibility. The terms and condition applies to all landlords when it comes to purchasing a any of our upgrade package.
5. For more information on our different upgrade plans, you can visit our pricing page for all the different rates and charges.

7. **User generated content**

1. In these Terms:

1. **"Intellectual Property Rights"** means patents, rights in inventions, trademarks and service marks, domain names, registered designs and design rights, copyright (including rights in computer software and databases), database rights, moral rights and any rights of privacy or confidentiality (in each case whether registered or unregistered and for the full period of protection including any

extensions, revivals and renewals) and including any applications for the same and the right to apply for any of the foregoing anywhere in the world, and all similar or analogous rights anywhere in the world; and

2. **"User Generated Content"** means any information, text, image, photo, audio, video, works of authorship or other content or materials of any kind which are uploaded, posted, published, displayed, transmitted, shared or otherwise made available by you on the Site, including any advert or any such content or materials included in any advert.
3. The Site includes functionality that enables you to submit or upload User Generated Content directly to the Site, including, without limitation, by posting adverts on the Site. By posting any User Generated Content to the Site you are representing and warranting (which is a legal promise) to us that you have not posted or submitted any User Generated Content to the Site:
4. which is confidential, defamatory, offensive, infringing, obscene, sexually explicit, indecent, discriminatory or otherwise unlawful or objectionable;
 1. that you do not own or for which you do not have the permission of the owner or any other relevant person who may have rights in or connected to such User Generated Content, including any individuals who appear in any photos or other images that you upload to the Site;
 2. if submitting it to the Site would be a breach of the Data Protection Act 1998 or any other applicable data protection or privacy legislation; or
 3. if submitting it to the Site would infringe the Intellectual Property Rights of another person.
5. kamerestate.com is committed to equal opportunities. You agree that you will not advertise on the Site in such a way as to discriminate against any particular nationality, racial, ethnic, or religious group, sexual orientation, age, gender or disability. For details on discrimination law as it applies to housing contact us.

1. You must, by law, ensure that all adverts you post to the Site contain full details of any fees associated with entering into the relevant lodging or tenancy arrangement, including any agency fees that may apply.
2. You acknowledge that it is your responsibility to ensure that your adverts comply with all applicable laws, including any laws in relation to discrimination and transparency of pricing.
3. You acknowledge that any User Generated Content that you post to the Site may be seen by other users of the Site.
4. You are responsible for your relationship with other members of the Site. However, we reserve the right, but are not obliged, to monitor disputes between you and other members.
6. You agree that you shall indemnify and compensate us for any loss, liability, claim, damage or expense (including reasonable legal fees and court fees) suffered by us as a result of:
 1. any breach by you of the warranties and representations in section 7.2; and
 2. any third party claim against us in connection with any adverts posted to the Site under your account.

8. Notice and take down procedure

1. Although we take reasonable steps to scan adverts that are posted to our Site for spam and scams, we do not actively monitor all the adverts and other User Generated Content on the Site. We do not therefore accept any responsibility or liability for any User Generated Content on the Site.
2. If you become aware that other members of the Site have posted any adverts or other User Generated Content that is inaccurate, inappropriate, offensive (or does not comply with any of the provisions of these Terms) you may notify us by contacting us.
3. We may, without notice, remove any adverts or other User Generated Content posted to the Site that, in our sole judgement, violates these Terms or may be offensive, illegal, inaccurate, misleading or may violate the rights, or harm or threaten the safety of any person.

4. For the avoidance of doubt, any decision we make in connection with the removal of any adverts or other User Generated Content from the Site is final and we accept no liability to you in respect of any such decision.
5. We reserve the right to add water marks on every image uploaded by our user and also edit and add more information's which will thinks is helpful to our users.

9. Intellectual Property

1. We do not claim any ownership of any Intellectual Property Rights in the User Generated Content that you post to the Site. After posting any User Generated Content you retain all rights of ownership in it and you may use the User Generated Content in any way you choose (provided it does not breach these Terms).
2. By submitting any User Generated Content to the Site you automatically grant us the indefinite right to reproduce, display, modify, manage, distribute and store such User Generated Content as part of the Site or as part of any materials used to promote or advertise the Site anywhere in the world.
3. We will not be under any obligation whatsoever to pay you for any of the User Generated Content you upload to the Site.
4. Save in respect of the User Generated Content, all Intellectual Property Rights in and to the Site and all content and materials contained on the Site are owned by and shall remain owned by us or our licensors. You may view, download and print any materials and information made available to you through the Site subject to the following conditions:
 1. the material may only be used for your personal non-commercial use;
 2. the material shall not be reproduced or included in any other work or publication in any medium;
 3. the material may not be modified or altered in any way;
 4. the material may not be distributed or sold to any third party; and
 5. you may not remove any copyright or other proprietary notices contained in the material.
5. These Terms are not intended to prevent you recording in manual form any individual item of information, or disclosing any individual item of

information, free of charge, to friends or relations for non-commercial purposes, provided you take all reasonable steps to ensure that any person to whom you may disclose that information complies with these Terms.

10. Disclaimers

1. To the fullest extent permitted by applicable law and, except as expressly provided in these Terms, the Site and all content, products and services provided through it are provided on an "as is" basis. We do not make any representation or warranty of any kind, either express or implied (whether by common law, custom, statute or otherwise), in relation to the Site or any content, products and services provided through it including, without limitation, any warranties in relation to fitness for a particular purpose or in relation to the quality, completeness, accuracy or reliability of the Site and all content, products and services provided through it.
2. Without limiting the generality of the foregoing you acknowledge and agree that any rooms, flats, houses, properties or tenancy arrangements are provided by our members and not by us. We have no control over, nor accept any responsibility or liability for, any such arrangements or issues you may encounter with them.
3. We do not inspect all of the properties or rooms that feature in adverts on our Site. We strongly advise you to inspect properties thoroughly before you make any binding commitments in respect of any properties or rooms listed on our Site.
4. The information made available on the Site, whether posted by us or by any other users, is provided for information purposes only. We cannot guarantee that any adverts or other information provided on the Site will be correct, accurate, up to date or meet your needs or requirements. The information provided on the Site is not intended to be professional or legal advice of any kind and should not be relied on as such. Any reliance you place on any materials or information made available on the Site is entirely at your own risk.
5. Although we do our utmost to ensure a reliable service we do not guarantee that the Site will always be available or error free, that defects will be corrected, or that the Site or the server that makes it available are or will be always free of viruses or other harmful components.

6. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Please check the local laws of the jurisdiction in which you are resident to determine the extent to which any implied warranties may be relevant to our legal relationship with you.
7. Nothing in these Terms is intended to disclaim or exclude any warranty or liability that cannot be disclaimed or excluded by operation of applicable law.

11. Limitation of liability

1. Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by negligence; (b) any loss suffered by you as a result of your reliance on any fraudulent misrepresentation made by us; or (c) any other liability which may not be limited or excluded by applicable law.
2. Subject to section 11.1 above, you agree that we shall not be liable for: (a) any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages of any kind; or (b) any direct or indirect loss of profit, anticipated savings, opportunity or business and loss, corruption or damage to data, in each case whether based in contract, tort (including negligence), strict liability, or otherwise, which arises out of or is in any way connected with: (i) any use of this Site or the services provided through it; (ii) any failure or delay in the use of any component of the Site or any service including, without limitation, any unavailability of the Site or the services provided through it irrespective of the duration of any period of unavailability; (iii) any use of or reliance upon any adverts, information, material, or other products or services offered through the Site, in all cases even if we have been forewarned of the possibility of such loss or damage; and (iv) any tenancy or lodging arrangements of any kind that you enter into as a result of using our Site.
3. Subject to section 11.1 above and without limiting section 11.2 in any way our total aggregate liability to you under these Terms whether based in contract, tort (including negligence), strict liability, or otherwise shall be limited to direct losses not to exceed the total payments you have made to us for services offered to you through the Site in the 12 months preceding your claim.

12. Third party sites

1. This Site contains links to other websites operated by third parties that are not under our control. We make no guarantees, warranties or representations whatsoever about any third party websites that you may access through this Site, or any services that may be provided through such third party websites.
2. Without limiting the foregoing, please note that any third party websites that you may access by clicking on a link available on our Site are in no way approved, vetted, checked or endorsed by us and you agree that we shall not be responsible or in any way liable to you for the content, accuracy, compliance with relevant laws or accessibility of any information, data, advice or statements or for the quality of any products or services available on such third party websites. If you choose to access any such third party website that we do not control, you do so entirely at your own risk. In addition, please note that your use of any such third party website may be subject to that third party's additional terms and conditions.

13. Termination

1. We may remove the Site or cease the provision of any of the services made available through it, or terminate your membership of the Site, at any time in our sole discretion for any reason whatsoever.
2. In the event that we remove the Site or terminate your account through no fault of your own and in circumstances where you have not breached these Terms you will be entitled to a refund for any unused subscription fees that you have pre-paid to us.
3. We may in our absolute discretion either suspend or terminate your account if you breach any of these Terms. If you are found to have breached these Terms and we choose to terminate your account, you will not be entitled to a refund of any subscription fees you have pre-paid to us.
4. You may de-activate (either temporarily or permanently) your account with us at any time by notifying us that you wish to do so at the following email address info@kamerestate.com

5. Termination of these Terms and/or your account with us, howsoever caused, shall not affect the accrued rights and liabilities of either you or us as at the time of such termination.

14. Data Protection and Privacy

1. We will only use any personal information that we may collect about you in accordance with our privacy policy Our privacy policy is an important part of these Terms and it is important that you read it. By accepting these Terms, you also accept and consent to our use of your personal data in accordance with our privacy policy.

15. General

1. These Terms and our [privacy policy](#) set out the full extent of our obligations and liabilities concerning the Site and the services offered through it and replace any previous agreements and understandings between us and you.
2. Subject to section 11.1, you shall have no remedy in respect of any untrue statement made to you upon which you relied in entering into these Terms other than for any breach of our express obligations set out in these Terms.
3. These Terms do not create or infer any rights that are enforceable by any person who is not party to them.
4. You may not assign, sub-license or otherwise transfer any of your rights and obligations in these Terms to any other person.
5. If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.
6. If any part of these Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from the Terms and the remaining parts of the Terms will continue to be enforceable.
7. These Terms, including their subject matter and formation, are governed by English law. You agree that the courts of Cameroon will have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.