



Terms and conditions for suppliers of real estate properties on <http://www.myiren.eu>

Please save these Conditions as PDF document on you harddisk. To open the file you'll need the Adobe Reader, which you can download by clicking [here](#). Pressing the left "Back"-Button on the top of your browser window you can return to our Terms and Conditions at any time.

Attention: The following document is only regarded as a goodwill translation of the German original version. False, incorrect or missing translations are not bound to pay damages or other claims. By introducing your personal profile and / or properties on MyIRENS you are giving your consent. If you have any questions about our terms you can write us at any time.

1. General

The following terms and conditions (Terms) govern the relationship between the Immogest Europa, Ziegelstrasse 45, 89407 Dillingen (Bavaria), hereinafter "MyIRENS", represented by its Managing Director, Mr. Björn Georg Strobel, and the users of services that Immogest Europa offer around the buying and selling of real estates on various websites on the internet. Under www.myirens.de, and www.myirens.eu, www.myirens.com and all other Domains that are registered by MyIRENS, or be registered in the future. Called as "Users" are all site visitors, property sellers or buyers, and which register themselves on the MyIRENS platform.

2. Services of MyIRENS

MyIRENS provides to the Users an Real Estate Management Software with OpenImmo-Interface and the payment system from PayPal (Europe), that allow the User's to introduce, manage, collect and transmit to MyIRENS all their own data.

MyIRENS produce profiles and listings on the internet, which are based on the transmitted personal data and property informations by the User's, so they can be accessed by interested buyers.

MyIRENS promotes the website and the User's Informations on the Internet and / or in print media. With that MyIRENS will ensure that a large number of property buyers are encouraged to visit the website.

MyIRENS will ensure, through appropriate marketing strategies for a growing number of real estate



assets. Furthermore provides MyIRENS to their User's a Business to Business Contact System in which they are able to make friendships, receive and send private messages, download helpful tools (f.e. ImmoTool – Real Estate Administration Software for free), fulfill a personal profile, an message board (to talk with other members or send offers to public visitors. MyIRENS occurs in all cases as real estate broker.

As a private person you accept all of this “Terms and conditions” after your personal details confirmation which is send to you by mail after registration. As an real estate professional you accept also to be open minded for cooperation's with other members and are in position about all necessary licensees in your country to present as seller-agent, buyer-agent or broker the properties of your clients.

Further you do accept all “Terms and conditions”, Services, and you have the will to cooperate with other members from your own country or others by sending your personal and or company details and introducing your properties into MyIRENS. It's not the duty of MyIRENS to work up the transmitted data from User's which wasn't created by and with the MyIRENS Software for an proper presentation online.

MyIRENS is constantly looking forward to adapt its services to the latest technological and market trends in the real estate industry marketing fields. MyIRENS therefore must reserve all rights to make changes to the agreed services, always under that the new provided changes do not affect the mutual relations and power of both parties and their interests.

3. Order granting

An order take effect after the User's provide and offer their data by clicking on the “Submit”-button to publish their information through MyIRENS. MyIRENS reserves the right to discontinuation from part and / or all services, and / or negotiate with the User's a separate agreement on cessation of services and / or contracts. This also is applied to the b2b platform.

4. Passwords / Confidentiality

The customer identification number (Member-ID) which is given from MyIRENS in connection with the personally joined password by the user in which he becomes access to his personal customer area and give to the User permissions to edit and save modifications to their information, shall be treated as strictly confidential and not disclosed or made accessible to third parties. The displayed “MyIRENS-ID” and “Agency-ID” are public and therefore not included in this paragraph.



5. Banner Advertising

MyIRENS place on billboards and / or on different areas on the website. MyIRENS is only required to ensure the proper integration of the banners.

6. Information and Offers by MyIRENS

MyIRENS sent to the User's and other interested parties information and offers insofar as these are related to the proposed sale, purchase of properties and / or the contact administration on the MyIRENS b2b platform. The User's expressly permit the contact by Phone, Fax and / or eMail.

7. Rights and Obligations for User's

The User's are obliged to compile carefully and truthfully the information provided through its corporate profile and / or real estate property listing. The User's undertakes to inform MyIRENS or delete the listings within 48 hours if the offered assets are not longer available. Furthermore, the User's know and agree to split the commission on a 50/50 basis with other members if they had agreed both to a general MyIRENS Co-operation Agreement. User's are entitled to re-negotiate and adapt the general agreement clauses with other members an with their own ideas. This must be a written agreement, signed by all concerned parties and saved on MyIRENS Database. Otherwise it could not be recognized as a valid agreement.

For the accuracy of all data and content transmitted to MyIRENS are solely responsible the User's. The User's agrees to provide all the essential features and characteristics of the offered properties in a truthfully manner. The User's are obliged not to transmit data to MyIRENS whose contents infringe third party rights (eg. Trademark rights, naming rights, intellectual rights, etc.) or violate the law in other manners. MyIRENS is not obliged to check the submitted data and content information transmitted by the User's. However, there is no obligation on the part of MyIRENS to review the submitted data on illegalities. The User's are obliged to exempt MyIRENS from all legal claims that are made by third parties or third parties on account of infringement of the rights above described.



8. Usage of transmitted offers and informations to MyIRENS

The User's undertakes themselves not to use offers, information's and / or contact details from other User's which they receive through MyIRENS at other way's as the proposed real estate business in each particular case means. The disclosure of any offers or other information's taken from MyIRENS to third parties, which are not involved on an particular sale, is strictly prohibited. The User's grant unrestricted permissions to MyIRENS to use the submitted image material for advertising purposes on online and print media. MyIRENS will not give that image material to third parties, not sell or rent them.

9. Broker Commissions / Fee's

All Sales, Rent, Share prices which are introduced by the respective User's need to be given with their commissions / Fee's. In generally they are introduced in percent (%). It's not allowed to the broker to order or accept from buyers or sellers an extra commission unless this was agreed with the MyIRENS-Partner in advance and on a written document. (For example: As private message on the MyIRENS system) MyIRENS reserves the rights, in case that MyIRENS becomes aware of such procedure, to dismissal the partner agreement with this or both User's. Further will MyIRENS submits compensation claims against the User which has violated this regulation. MyIRENS has no influence on these agreements, but is entitled to enforce them legally, if either party claims the help / support of MyIRENS.

10. Remunerations

Prices for the services of MyIRENS depend on the current prices at the time when the User has placed the order. The prices and fees are always included in our service offers and the payment process on MyIRENS. In all our prices are not included the legal tax fees. The German tax actually is 19 %. The settlement takes place semi-annually or annually, if there are no other negotiations with the User's.

For individual order, the customer has the payment method of

PayPal (Europe) S.à r.l. & Cie, S.C.A.
5. Etage
22-24 Boulevard Royal
L-2449 Luxembourg



The User's will receive the MyIRENS invoice via email and contains all data that the User can perform a smooth payment. Payments by sending cash or checks are not possible. Immogest includes the extent of liability for loss, unless this is not done out of gross negligence.

The User is only entitled to offset the claims if they have been legally or are not disputed.

MyIRENS charge to the User's their membership fees always in advance and the invoices are due immediately without deductions. The minimum time of contract is 12 month and if there is no written notice 14 days before expiration it will automatically renewed for another 12 month.

If the User's are in default, MyIRENS is entitled to charge interest fee at a rate of 5 percentage points that the German Bundesbank announced as base rate per annum to demand. Claims for higher damages are reserved. The costs of a decline in payment and / or back charges are billed to the User's.

In addition, MyIRENS reserves the rights to seek information about the creditworthiness of its User's. If there is a reasonable doubt about the solvency of the User's, MyIRENS is entitled to cancel partly or totally the use or access the MLS or Social Community platform. Without making reference and or terminate to originally agrees or advanced payments for membership fees and individual orders. MyIRENS is entitled to limit the number of the property listings and the b2b community until further notice, or block all access.

11. Warranty and Liability

Warranty claims against MyIRENS are limited to claims of remedy. If the supplementary performance fails, the User's can demand a reduction from prices or withdraw the contract in accordance with § 634 No. 3 BGB (German Law) and in accordance with § 634 No. 4 BGB (German Law) demand compensation or the reimbursement of expenses. Claims for damages, even under warranty, for whatever legal reason, including consequential damages, exist only for the intent or gross negligence by MyIRENS. MyIRENS makes no warranty or liability for the completeness, timeliness, accuracy and quality of the available information made to third parties, especially not for the introduced information of its User's. This requires only to the User's and the responsible third party. MyIRENS assumes no liability for the proper performance of a contract between the User's themselves and / or their clients. Excluded are particularly liability claims against MyIRENS which were caused by incomplete or incorrect information's. Moreover for the content of all external links to other websites.



12. Note in accordance with the Data Protection Act

The transmitted data by the User's are stored and processed by MyIRENS. The storage and processing of data is solely for the purpose of spreading the offers. Further the data will be deleted by MyIRENS after withdrawal of the offer or the termination of contract and / or payment of the agreed compensation under the statutory retention periods. MyIRENS will also publish this data which has been released for publication by the User's themselves (personal or property data). In all property ads, MyIRENS will include a link to the personal profile from the User's and make accessible the detailed contact information. The relevant regulations of the Data Protection Act will be considered.

13. Termination / Withdrawal

Terminations and / or withdrawals must be made written. It could be done in form of an letter, fax or email to clients@myirens.eu. As a fax or email is not always guarantied that it was sent correctly or received, we recommend to send the documents as a registered mail to:

Immogest Europa,

HQ Germany,

Ziegelstrasse 45,

DE-89407 Dillingen/Donau (Bayern).

The followed is not translated, but you are free to do it by yourself and on your own costs.

We will provide a entire translation soon on our website. Thank you for your understanding.



14. Änderungen dieser AGB

MyIRENS ist berechtigt, diese AGB sowie die dazugehörigen Anlagen jederzeit und ohne Angaben von Gründen zu ändern. Die geänderten AGB werden dem User zwei Wochen vor dem Inkrafttreten per Email zugesandt. Der User ist berechtigt, der Geltung der geänderten AGB innerhalb von zwei Wochen zu widersprechen. Widerspricht der User der Geltung der geänderten AGB nicht innerhalb von zwei Wochen nach Empfang der Email, gelten die geänderten AGB als angenommen. Der User wird von MyIRENS in der Email, die die geänderten AGB enthält, auf die Bedeutung der 2-Wochen-Frist hingewiesen. Durch die weitere Nutzung des Angebotes von MyIRENS durch den User nach der Inkraftsetzung der geänderten AGB erklärt der User ausdrücklich sein Einverständnis zu eben diesen Änderungen.

15. Gerichtsstand

Ist der User Kaufmann im Sinne des Handelsgesetzbuches, ist Gerichtsstand, soweit gesetzlich zulässig in Deutschland, Sitz der Immogest Europa in Dillingen an der Donau. Für Kunden aus dem Ausland gilt internationales Handelsrecht, soweit gesetzlich zulässig, als Gerichtsstand Frankfurt. Für Spanien gilt spanisches Recht, soweit gesetzlich zulässig, der Sitz der Immogest Europa, Avda. del Carmen 29, 29680 Estepona (Málaga). Für USA gilt amerikanisches Recht, soweit gesetzlich zulässig, der Sitz der Immogest US, 16500 Kelly Cove Drive, # 2866 Fort Myers, Florida 33908 (US) mit Geschäftsführer Mr. G. R. Metzler.

16. Salvatorische Klausel

Sollten einzelne Bestimmungen dieser AGB unwirksam sein, so bleiben die übrigen Bestimmungen uneingeschränkt wirksam. Anstelle der unwirksamen Bestimmung tritt eine solche, die dem Sinn und Zweck der unwirksamen Bestimmung in rechtswirksamer Weise wirtschaftlich am nächsten kommt. Gleiches gilt für eine etwaige Regelungslücke.



17. Widerrufsrecht für unsere User

Nachstehend erhalten Sie die gesetzlich vorgeschriebene Belehrung über die Voraussetzungen und Folgen des Widerrufsrechts für Verbraucher.

Sie haben das Recht innerhalb von 14 Tagen ohne Angabe von Gründen den mit MyIRENS geschlossenen Vertrag zu widerrufen. Zum Vertragsabschluss kommt es, mit sofortiger Wirkung, nach Beendigung Ihrer Profilanmeldung und Erhalt der Rechnung per eMail.

Ihr Recht zum Widerruf erlischt nur dann vor Ablauf, wenn Sie uns ausdrücklich und schriftlich Ihren Verzicht als Mail, Fax oder Brief zukommen lassen.

Nach Ablauf der 14 Tage erlischt Ihr Recht auf Widerruf automatisch und Sie sind vertraglich an unsere AGB und sonstigen Geschäftsvereinbarungen mit MyIRENS im Rahmen einer "Kooperation zwischen Maklerunternehmen" gebunden. Diese "Kooperationsverträge" können in einzelnen Fällen von diesen AGB abweichen. Jedoch werden solche Abkommen stets grundsätzlich zwischen Ihrem Unternehmen und der Immogest Europa und/oder Immogest US zusätzlich in schriftlicher Form angefertigt und ist von beiden Seiten im original zu Unterzeichnen.

Ihren Widerruf richten Sie bitte an:

Immogest Europa, HQ Germany, Ziegelstrasse 45, 89407 Dillingen, Germany per fax, e-mail or letter.

Fax: 0049 / 9071 70 36 76

e-mail: info@myirens.eu

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