

TopMarks HomeSwap Terms and Conditions

TopMarks HomeSwap will:

bare no liability whatsoever for damage, theft or mistreatment of the exchanged properties;
solely provide the platform to search for and locate home exchange offers;
maintain the site to ensure currency of the information contained within;
ensure appropriate virus protection of information contained within;

TopMarks HomeSwap will not:

be liable for any inconsistency of information submitted by another Member;
be liable for any trouble occurring before, during or after the exchange;
be liable for any untruthful content submitted by a Member;
be liable for any unauthorized access or alteration of information given by Members;
be liable for any threatening, defamatory, obscene, offensive or illegal content or conduct;
become a party to the contracts concluded exclusively between Members of the site;
assume any liability for damages of any kind that may arise from the execution of that contract;
be liable for unauthorised access to your member page, if you reveal your password to others;
be liable whatsoever for damage, theft or mistreatment of the exchanged properties.

The Member (you) will:

respect the following rules of conduct. Any violation of these rules can involve the immediate expulsion from the TopMarks HomeSwap WebSite and the consequent elimination of your Account.

keep your membership number and password secure;
declare to be at least eighteen years old;
be able to add and edit your Member profile online 24/7;
pay membership for as many Residences as desired;
be able to accept as many Exchange Offers for each residence as desired;
load up to 3 Pictures for each Residence;
be able to contact as many members as desired;
be able to complete as many exchanges as desired;
use the website for exchange purposes only and not insert rental or selling announcements of any kind;
be fair with other Members and do not abuse their patience or time;
answer the E-mail you receive from fellow Members when you have the opportunity;
notify any unfair, prohibited or dangerous activities or behaviours of other members;
check the information you insert, ensuring correct grammar and syntax, to eliminate misspelled words, typing errors or inaccuracies;
organise your own exchanges;
use this site only for the purpose it is intended;
abide by any final arrangements you make with other Members of this site unless an emergency situation occurs;
assist other members with whom you have made arrangements wherever possible to ensure that the exchange is successful;
If you need to cancel your arrangement in an emergency, you agree to assist the exchange party to make alternative arrangements wherever possible.

The Member (you) will not:

provide any information or act in a way that may be misleading, inappropriate or dishonest;

use the website for any purpose that is considered unlawful or prohibited under the local, State, or Federal laws and regulations;

defame, abuse, harass, threaten or violate the legal or moral rights of others;

publish any defamatory, pornographic, sexual, political, racial or religious content;

spread from the site information about other members for profit purposes;

upload any dangerous files on the server, like virus', worms, Trojan's or any kind of harmful programs;

publish untruthful content regarding your information, your residences or your offers;

upload any material protected by property laws and rights of privacy unless you have the necessary consents;

overload the site with useless information or duplicate residences or offers to increase your visibility on the site.

Subscription and Feedback forms

Some pages of this web site provide the facility for users to fill out an online form for the purpose of subscribing to a our newsletter or to provide us with feedback about our web site. We will ask you to provide only enough personal information to fulfil that purpose. We will record it to facilitate follow up and for statistical analysis. Only authorised TopMarks HomeSwap personnel will have access to this information.

Changes to these terms and conditions

TopMarks HomeSwap may modify these terms and conditions at any time without providing notice to you. Your continued use of the site after such a modification constitutes your acceptance of that modification. You should check them each time you visit, because you are bound by them if you use the site.

Your use of this site constitutes your agreement to these terms and conditions.

TopMarks HomeSwap is a service to provide Teachers with the opportunity to register as a member of TopMarks HomeSwap to advertise their home for a holiday swap.

A HomeSwap includes any arrangement members choose to make between themselves, including home exchange, vehicle exchange and any other agreements made between the parties.

The contents of the Site are only for your personal, non-commercial use. You agree not to interrupt, or attempt to interrupt, the operation of the Site in any way.

Limitation of Liability

TopMarks HomeSwap is not liable or responsible for the following:

the accuracy or content of the information Members provide in their Member profile;

any arrangements or contracts Members make with each other to organise a HomeSwap;

or any loss, or any damage or any injury that may occur before, during or after any HomeSwap;

there is no guarantee that Members will find a suitable HomeSwap or they will successfully swap their home;

TopMarks HomeSwap is not responsible if members do not achieve an exchange during their membership;

TopMarks HomeSwap will not be liable for any damages whatsoever, of any kind, including (but not limited to) loss of profits, loss of or damage to goodwill or other expectation benefit or liability to any third party, that are directly or indirectly related to the use of, access to, or the inability to use or access, the Site or any Content provided on it

or through it, even if advised of the possibility of such damages or that such damages were foreseeable.

Termination

In addition to any other rights of the parties set forth herein, either you or TopMarks HomeSwap may cancel or terminate this Agreement at any time. TopMarks HomeSwap also reserves the right to suspend or terminate your access to the membership section of the Site in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If TopMarks HomeSwap terminates this Agreement based on a breach of any portion of this Agreement, TopMarks HomeSwap reserves the right to refuse to provide a subscription or any fee-based services to you in the future. If we find that you are not using the service properly we reserve the right to terminate your use of the service immediately and, if necessary, take legal action against you.