

HiiTWay Terms of Use

Introduction

Welcome to HiiTWay. By accessing www.HiiTWay.com and its related websites, services, applications or tools (Collectively referred to as "HiiTWay") you are agreeing to the following terms, including those available by hyperlink, which are designed to make sure that HiiTWay works for everyone. HiiTWay is provided to you by Cytron Limited, 20-22 Wenlock Road, London, N17GU, UK, registered in England and Wales with number 06655326. These Terms of Use constitute a legally binding agreement between you and HiiTWay.com Limited and are effective as of 15th November 2020 for current users, and upon acceptance for new users. You accept these Terms of Use by clicking the "Create Account" button when registering a HiiTWay account and by otherwise accessing HiiTWay, including posting an ad; or as otherwise indicated on HiiTWay.

Using HiiTWay

As a condition of your use of HiiTWay you agree that you will not:

- violate any laws;
- violate the [Policies](#);
- post any threatening, abusive, defamatory, obscene or indecent material;
- post or otherwise communicate any false or misleading material or message of any kind;
- infringe any third-party right;
- distribute spam, chain letters, or promote pyramid schemes;
- distribute viruses or any other technologies that may harm HiiTWay or the interests or property of HiiTWay users;
- impose or contribute to imposing an unreasonable load on our infrastructure or interfere with the proper working of HiiTWay;
- copy, modify, or distribute any other person's content without their consent;
- use any robot spider, scraper or other automated means to access HiiTWay and collect content for any purpose without our express written permission;
- harvest or otherwise collect information about others, including email addresses, without their consent;
- copy, modify or distribute rights or content from HiiTWay or HiiTWay's copyrights and trademarks;
- harvest or otherwise collect information about users, including email addresses, without their consent;
- bypass measures used to prevent or restrict access to HiiTWay;
- use any tool that interferes with the normal functioning of HiiTWay, including, without limitation, browser plug-ins (including, but not limited to, FreeTheTree), extensions, or other software which are designed to supplement, remove or otherwise change any of HiiTWay's functionalities; or
- sell any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties.

You are solely responsible for all information that you submit to HiiTWay and any consequences that may result from your post. We reserve the right at our discretion to refuse or delete content that we believe is inappropriate or breaching the above terms.

We also reserve the right at our discretion to restrict a user's usage of HiiTWay either temporarily or permanently, or refuse a user's registration. If we believe that you are breaching these Terms of Use in any way and/or behaving suspiciously on HiiTWay, we may, at our discretion, inform other HiiTWay users that have been in contact with you and recommend that they exercise caution.

Abusing HiiTWay

HiiTWay and the HiiTWay community work together to keep HiiTWay working properly and the community safe. Please report problems, offensive content and policy breaches to us using the reporting system.

Without limiting other remedies, we may issue warnings, limit or terminate our service, remove hosted content and take technical and legal steps to keep users off HiiTWay if we think that they are creating problems, infringing the rights of third parties or acting inconsistently with the letter or spirit of our policies (including, without limitation, circumventing temporary or permanent suspensions or harassing the HiiTWay employees or other users). However, whether we decide to take any of these steps, remove hosted content or keep a user off HiiTWay or not, we do not have any obligation to monitor the information transmitted or stored on HiiTWay and we do not accept any liability for unauthorised or unlawful content on HiiTWay or use of HiiTWay by users.

Fees and Services

Using HiiTWay is generally free, but we sometimes charge a fee for certain services. If the service you use incurs a fee, you'll be able to review and accept terms that will be clearly disclosed at the time you post your ad. Our fees are quoted in Pounds Sterling, and we may change them from time to time. We'll notify you of changes to our fee policy by posting such changes on HiiTWay. We may choose to temporarily change our fees for promotional events or new services; these changes are effective when we announce the promotional event or new service.

You are responsible for paying the HiiTWay fees when they're due. If you don't, without prejudice to any other right or remedy we may be entitled to under these Terms of Use or by law, we may limit your ability to use the services. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

You acknowledge that your ads may be deleted from HiiTWay in case we believe these Terms of Use, including our Posting Rules, are breached, either directly or indirectly. In case you would have paid a fee for the display of such ad, you may be entitled to a refund of such fee. However, we reserve the right not to refund HiiTWay users for any fees paid through use of HiiTWay in the following cases:

- If you breach, in our opinion, these Terms of Use, which include, without limitation, the Policies;
- If your ads went live with exposure on the HiiTWay sites, services, applications or tools, even for a limited time, and that they benefited from the service associated with the paid fee;
- If your ads are placed in the Pets or Massage categories of HiiTWay;

- If your ads are placed into "edit" mode and will go live to site once updated by you;
- If you have removed your ads yourself;
- If you post duplicate ads as defined in our rules regarding duplicate ads;
- If we believe that your ads are in a significantly wrong category;
- Please note that the above list is not exhaustive. See the [HiiTWay Refunds Help Page](#) for more details on the cases in which you may, or may not, be entitled to a refund of such fees.

In addition to the HiiTWay services, ancillary goods or services such as insurance or car finance may be advertised on HiiTWay. Although users may offer financial products on their ads, HiiTWay is in no way involved or liable for any loss related to such transactions.

Display and placement of user ads

We strive to create a community where users can find what they are looking for. Therefore, the appearance or placement of ads in search and browse results will depend on a variety of factors, including, but not limited to:

- users' location and search query / category selected;
- adverts' category, content, location and date published; and
- if the ad has a paid-for promotion (see our [Payment & Promotions Help page](#) for more information)

Content

HiiTWay contains content from us, the global eBay community (including eBay, our classifieds sites in other countries and any other Platforms that are within the eBay group), you, and other users. HiiTWay is protected by copyright laws and international treaties. Content displayed on or via HiiTWay is protected as a collective work and/or compilation, pursuant to copyrights laws and international conventions. You agree not to copy, distribute or modify content from HiiTWay without our express written consent. You may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in HiiTWay. Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of HiiTWay (other than your own content). When you give us content, you grant us and represent that you have the right to grant us, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, design, database and intellectual property rights to that content, in any media whether now known or to be discovered in the future including, without limitation, on any third party Platforms and media channels. In particular, by giving us content, you grant us the right to display such content on Platforms that are part of the global eBay community, such as eBay or our classifieds sites in other countries, and on other online marketplaces, social media channels, blogs, in all types of marketing communications and on all other Platforms. In addition, you waive all moral rights you have in the content to the fullest extent permitted by law.

HiiTWay may at times use third party data suppliers to supplement the information you have provided in an ad. This could include descriptions, product specifications and other content. You may use such information solely in connection with your HiiTWay ad while your ad is on HiiTWay. The information provided may be subject to copyright, trademark

and/or other protections. You agree not to remove any such protected information and/or create any derivative works based on the content (other than by including them in your ads). This permission is subject to modification or revocation at any time at HiiTWay's sole discretion.

You may not have the opportunity to review all of the supplemental data before posting an ad. HiiTWay is not responsible for the accuracy of any third party supplied supplemental data. You continue to be responsible for ensuring that your ads are accurate, do not include misleading information and fully comply with these Terms of Use and all HiiTWay policies. If you notice inaccuracies in this data after your ad appears on the site please get in touch with us.

Infringement

Do not post content that infringes the rights of third parties. This includes, but is not limited to, content that infringes on intellectual property rights such as copyright, design and trademark (e.g. offering counterfeit items for sale). A large number of products of all sorts are offered on HiiTWay by private individuals. Entitled parties, in particular owners of copyright, trademark rights or other rights can report any advertisement which may infringe on their rights, and submit a request for such advertisement to be removed. If a legal representative of the entitled party reports this to us in the correct manner, products infringing on the intellectual property rights will be removed by HiiTWay.

Reporting an infringement:

In order to participate in the Notice of Infringement Programme, you only need to complete a [Notice of Infringement Form](#) and email it to HiiTWay at noticeandtakedown@HiiTWay.com. You can use [this form](#), complete with your signature, to report advertisements which may infringe on your property rights. The information requested in the Notice of Infringement Form is for the purpose of ensuring that the parties reporting these objects are either the entitled party or their officially authorised representative. This information must also enable HiiTWay to identify the advertisement to be removed. Once we have received your correctly completed Notice of Infringement Form, you can simply send later reports to HiiTWay via the e-mail address provided.

Note: This form can only be used by the lawful owners of the relevant intellectual property rights. The "Notice of Infringement" is intended to enable rights owners to ensure that products offered by HiiTWay users do not infringe their copyright, trademark rights or other intellectual property rights. For all other questions, visitors and advertisers can get help using [HiiTWay Help](#).

Liability

Nothing in these terms shall limit our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our agents or employees. You agree not to hold us responsible for things other users post or do.

We do not review users' postings and are not involved in the actual transactions between users. As most of the content on HiiTWay comes from other users, we do not guarantee the accuracy of postings or user communications or the quality, safety, or legality of what's offered.

In no event do we accept liability of any description for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.

You acknowledge that we cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the operation and availability of our sites, services, applications or tools.

Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of, or inability to use HiiTWay, even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Despite the previous paragraph, if we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action giving rise to liability, and (b) 100 Pounds Sterling.

Release

If you have a dispute with one or more HiiTWay users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes.

Third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any Terms of Use but this does not affect any right or remedy of a third party specified in this Agreement or which exists or is available apart from that Act.

Data Protection and Privacy

By using HiiTWay, you agree to the collection, transfer, storage and use of your personal information by HiiTWay on servers located in the Netherlands, United States and China as further described in our [Privacy Notice](#).

You and HiiTWay shall process personal data received under and/or in connection with these Terms of Use each as a separate and independent controller. In no event will HiiTWay and you process personal data under and/or in connection with this User Agreement as joint controllers or in a controller-to-processor relationship. As such separate and independent controllers, you shall be individually and separately

responsible for complying with the obligations that apply to you as a controller under applicable data protection law.

You shall comply with your obligations under applicable data protection law (including but not limited to the Regulation (EU) 2016/679 (EU General Data Protection Regulation “GDPR”)) and supplementing EU and local data protection law. This includes, but is not limited to the obligation to provide appropriate safeguards for the transfer of personal data to a third country or an international organisation. You shall process personal data received from HiiTWay exclusively for the purpose(s) you received the personal data under and/or in connection with these Terms of Use. You shall erase the personal data received under these Terms of Use immediately after the respective purpose(s) has/have been fulfilled. Any further processing of the personal data is not permitted except when legally required (e.g., if a retention obligation applies).

Failure to abide with the aforementioned obligations may result in disciplinary action up to and including account suspension.

As part of the services, HiiTWay has access to various information about users, including personal data. This includes information that users submit to HiiTWay as part of the services (such as contact information or item descriptions) as well as information that is generated by the provision and processing of the services (such as ratings, sales analysis or communication).

Via HiiTWay.com and its related websites, services, applications or tools, you receive information which is necessary for the processing of transactions (in particular, the contact information of the other user involved in a transaction) as well as aggregated information on the performance and analysis of your ads, which are partly related to the data of other users of the services (such as number of impressions of an ad, conversion rate or return rate).

HiiTWay only shares information about users with third parties if this is necessary for the provision of the services or if HiiTWay is legally or contractually entitled to do so.

Upon expiry of these Terms of Use, we will delete the information you provided, or which was generated through your use of the services from your HiiTWay account. Regardless, we maintain this information after the expiry of these Terms of Use if we are legally obliged or have a legitimate interest to do so. We will generally maintain aggregated data generated using the services (e.g. statistics about ads in a category) upon expiry of these Terms of Use.

For information regarding the processing of personal data by HiiTWay, including sharing such data with third parties and your rights as a data subject, please see our [Privacy Notice](#).

Resolution of disputes

If a dispute arises between you and HiiTWay, we strongly encourage you to first contact us directly to seek a resolution by going to the HiiTWay Help page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

General

These terms and the other policies posted on HiiTWay constitute the entire agreement between HiiTWay and you, superseding any prior agreements. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

This Agreement shall be governed and construed in all respects by the laws of England and Wales. You agree that any claim or dispute you may have against HiiTWay.com Limited must be resolved by the courts of England and Wales. You and HiiTWay both agree to submit to the non-exclusive jurisdiction of the English Courts; for claims falling within the jurisdiction of a County Court, you and HiiTWay both agree to submit to the jurisdiction of the County Court of Wandsworth.

If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive. We may automatically assign this agreement in our sole discretion in accordance with the notice provision below.

Except for notices relating to illegal or infringing content, your notices to us must be sent by registered mail to HiiTWay.com Limited, 1 More London Place, London, SE1 2AF, UK. We will send notices to you via the email address you provide, or by registered mail. Notices sent by registered mail will be deemed received five days following the date of mailing.

We may update this agreement at any time, with updates taking effect when you next post or 30 days after we post the updated policy on the HiiTWay website, whichever is sooner. No other amendment to this agreement will be effective unless made in writing, signed by users and by us.

For any help with using HiiTWay please see the [HiiTWay Help page](#).

Mobile Devices Terms

If you're accessing HiiTWay Services from a mobile device using a HiiTWay Mobile Application (the "Application"), the following terms and conditions ("Terms of Use") apply to you in addition to the applicable Mobile Privacy and Legal Notice or End User License Agreement, as the case may be. Your use of the Application confirms your agreement to these Terms of Use.

Application Use. HiiTWay grants you the right to use the Application only for your personal use. You must comply with all applicable laws and third party terms of agreement when using the Application (e.g. your wireless data service agreement). The Application may not contain the same functionality available on the www.HiiTWay.com website. Your download and use of the Application is at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Application.

Intellectual Property - Applications. HiiTWay owns, or is the licensee to, all right, title, and interest in and to its Applications, including all rights under patent, copyright, trade secret, trademark, and any and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any Application and you will not remove, obscure, or

alter HiiTWay's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by any HiiTWay Application.

Prohibited Countries Policy and Foreign Trade Regulation - Applications. HiiTWay Applications or their underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Burma (Myanmar), Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to United States embargo; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; and (c) to any prohibited country, person, end-user, or entity specified by US Export Laws. When using an Kijiji Application, you are responsible for complying with trade regulations and both foreign and domestic laws (e.g., you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties).

Additional Terms. Additional terms and conditions that apply to you based on the mobile device the Application is installed on:

iOS - Apple

1. These Terms of Use are an agreement between you and HiiTWay, and not with Apple. Apple is not responsible for the Application and the content thereof.
2. HiiTWay grants you the right to use the Application only on an iOS product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
3. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
4. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.
5. Apple is not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
6. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the Application to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.
7. Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you.

Windows - Microsoft

1. These Terms of Use are an agreement between you and HiiTWay, not Microsoft. The terms of use and privacy policies of Microsoft and, where applicable, the network operators that provide billing services for the Windows Phone Marketplace do not apply to your use of the Application.

2. You may install and use one (1) copy of the Application on up to five (5) devices you personally own or control and which are affiliated with the Windows Live ID associated with your Windows Marketplace account. You may not install or use a copy of the Application on a device you do not own or control.
3. Microsoft, your device manufacturer, and (if applicable) your wireless carrier are not responsible for providing support services for the Application.
4. Microsoft, the wireless carriers over whose network the Application is distributed (if applicable), and each of their respective affiliates and suppliers (collectively, "Disclaiming Distributors") give no express warranty, guarantee, or conditions under or in relation to the Application. To the extent permitted under your local laws, the Disclaiming Distributors exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, and non-infringement.
5. You, and not the Disclaiming Distributors, bear the risk of using the Application (even if the Disclaiming Distributors have been advised of the possibility of damages to you). You may have additional consumer rights under your local laws which these Terms of Use cannot change.
6. To the extent not prohibited by law, you will not seek to recover any consequential, lost profit, special, indirect, or incidental damages from any Disclaiming Distributor.