IE-TCmkt08

Website terms and conditions template: marketplace for property

Terms and Conditions

These terms and conditions are the contract between you and [Our name] (“us”, “we”, etc). By visiting or using Our Website, ■ ■ ■

■ ■ ■

2.3. We provide a market place for the sale or letting of Property. We are in no way responsible for anything Posted on ■ ■ ■

4.1. We now inform you that information relating to all aspects of our Services is not in this document but in our marketing material, [redacted].

4.2. The following rules apply to cancellation [redacted]:

4.2.1 If you have ordered our Service but we have not yet started to work for you, you may cancel your order without giving a reason, at any time within 14 days [redacted].

4.2.2 If you want us to start work before 14 days has passed, you can opt out of your cancellation right. To do that you have to instruct us to start your work as soon as we [redacted].

4.2.3 If you have ordered our Service and we have started to work for you, you may cancel your order without giving a reason, at any time within 14 [redacted].

4.2.4 if you do so, you will owe us for work done to the date of [redacted].

4.3. In any of the above circumstances, we will return any money [redacted] 14 [redacted].

4.4. Free Services (if any) are not [redacted].

5. Renewal payments

5.1. At least [four] weeks before expiry of the period, for which you have paid, we shall send you a message to your last known email address to tell you that your licence to use the [redacted].

5.2. At any time before expiry of your subscription, you may use the “My Account” tab on Our Website to access your [redacted] [[redacted]] [redacted].

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5.3. At expiry of your [Our name] subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

7.3. You agree to notify us of any changes in your information immediately it occurs. If you do [redacted], [redacted].

8. How we handle your data

8.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 [redacted] [[redacted]].

8.2. If you Post a Contribution to any public area of Our Website it becomes available in the public domain. We have [redacted].

8.3. Property Postings and other restricted information are also available in the public domain, [subject only to a user subscribing]. It is important that material you [redacted], [redacted].

8.4. Posting a Contribution does not change your ownership of the copyright in it. We have no claim over [redacted].

8.5. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may [redacted];

8.6. You accept all risk and responsibility for determining whether any Contribution is [redacted].

8.7. Please notify us of any security breach or [redacted].

9. Restrictions on what you may Post to Our Website

We invite you to Contribute Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other [redacted]

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[redacted] . [redacted] .

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we [redacted] - [redacted] .

You agree that you will not use or allow anyone else to use Our Website to Post a Contribution, [redacted] :

9.1. be unlawful, or tend to incite another [redacted] ;

9.2. consist in commercial audio, video [redacted] ;

9.3. be obscene, offensive, threatening, violent, [redacted] ;

9.4. be sexually explicit or pornographic;

9.5. use a Posting to solicit responses from property buyers other than in [redacted] ;

9.6. include anything other than words (i.e. you will [redacted]);

9.7. link to any of the material [redacted] ;

9.8. use distribution lists that include people who have not given specific permission [redacted] ;

9.9. send age-inappropriate communications or Content to anyone under [redacted] [18].

10. Sellers: Property Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a [redacted] .

In addition to the restrictions set out above, a [redacted] :

10.1. hyperlinks, other than those specifically [redacted] ;

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10.2. keywords or words [redacted] .

10.3. the name, logo or [redacted] .

10.4. inaccurate, false, or misleading information;

11. Our commission

Delete this paragraph if [redacted] .

11.1. We sell your Property at the price you place [redacted] .

11.2. Our fees and commissions are payable [redacted] .

11.3. Our Website selling system is [redacted] " [redacted] ".

11.4. The proportion of each [redacted] .

OR

11.5. The proportion of each sale [redacted] .

11.6. Where our commission is based on a percentage of the sale price, [redacted] .

11.7. We will pay you [redacted] [14 [redacted]] [redacted] .

11.8. If you have a bank account [redacted] .

11.9. If you cancel the sale deal [redacted] .

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12. Property sellers: terms applicable

Delete this [redacted]

12.1. You understand and agree that you alone [redacted].

12.2. The information you submit for a Property Posting must be accurate and [redacted]. [redacted], [redacted], [redacted].

12.3. If you deal with a buyer in a way which [redacted], [redacted].

12.4. By registering with us, you accept that [redacted].

12.5. If or when you cancel your account, we may delete all your personal [redacted]. [redacted] [[redacted]] [redacted].

12.6. We are not obliged to delete your personal [redacted]. [redacted].

13. Removal of offensive Content

13.1. For the avoidance of doubt, [redacted].

13.2. We are under no obligation to monitor or record the activity of any user of Our [redacted], [redacted] - [redacted]. [redacted], [redacted].

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13.3. If you are [redacted] :

13.3.1 your claim or complaint must be submitted to us in the form [redacted] .

13.3.2 we shall remove [redacted] ;

13.3.3 after we receive notice of [redacted] ;

13.3.4 we may re-[redacted] .

13.4. In respect of any complaint made by you or any person on your behalf, [redacted] .

13.5. You now agree that if any complaint is made [redacted] .

14. Security of Our Website

14.1. If you violate [redacted] .

14.2. You now agree that [redacted] :

14.2.1 modify, copy, or cause damage [redacted] .

14.2.2 link to Our Website in any way that would cause the appearance [redacted] ;

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14.2.3 download any part [redacted] ;

14.2.4 collect or use [redacted] ;

14.2.5 collect or use any information obtained [redacted] ;

14.2.6 aggregate, copy or duplicate in any manner any of the [redacted] ;

14.2.7 share with a [redacted] ;

14.3. Despite the above [redacted] :

14.3.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific [redacted] .

14.3.2 you may copy the text of any [redacted] .

15. Storage of data

15.1. We assume no responsibility for [redacted] .

15.2. We may, from time to time, set a limit on the number of messages you [redacted] .

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[redacted], [redacted].

15.3. You accept that we cannot [redacted].

15.4. We maintain reasonable procedures for general backup of Our Data for our own [redacted].

16. Termination

16.1. If you or we terminate [redacted], [redacted].

16.2. Subject to the provisions set out in paragraph three above, you may terminate this agreement at any time, for any reason, [redacted]. [redacted], [redacted]. [redacted] [[redacted] / [redacted] / [redacted]].

16.3. We retain the right, at our sole discretion, to terminate any and all parts [redacted], [redacted].

OR

16.4. We may terminate this agreement at any time, [redacted], [redacted].

16.5. Termination by [redacted]:

16.5.1 your right to use the Services immediately ceases;

16.5.2 we are under no obligation [redacted];

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16.5.3 in the event of such termination by us, we will ■ ■ ■ ■ [14 ■ ■ ■ ■] ■ ■ ■ ■

18.3.3 give access to it [redacted] ;

18.3.4 in any way provide [redacted] .

18.4. not use [redacted] .

19. Warnings and explanations

19.1. You use Our Website at your own risk.

19.2. We do not moderate or censor Property Postings or any other Content Posted [redacted] .

19.3. Our Website contains Content Posted by many [redacted] .

19.4. Access to and use [redacted] .

19.5. You cannot rely on a person being who he claims to be or that he is acting honestly. [redacted] . ([redacted] 16 [redacted]).

19.6. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You [redacted] .

19.7. Our Website may contain advertisements for goods, services or [redacted] .

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20. Disclaimers and limitation of liability

(This is the first of two options, depending on your customer base. [redacted] ***:*** [redacted] ***.*** [redacted] ***.)***

20.1. The law differs from one [redacted] . [redacted] .

20.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

20.3. We make no [redacted] :

20.3.1 useful to you;

20.3.2 of satisfactory quality;

20.3.3 fit for a particular purpose;

20.3.4 available or [redacted] , [redacted] , [redacted] ;

20.4. We claim no expert knowledge in any subject. [redacted] .

20.5. You agree that in any circumstances when we may become liable [redacted] , [redacted] 12 [redacted] .

20.6. We shall not be [redacted] :

20.6.1 indirect or consequential loss; or

20.6.2 economic loss or other loss of turnover, [redacted] , [redacted] , [redacted] .

20.7. This paragraph (and any other paragraph which excludes or [redacted]) [redacted] , [redacted] , [redacted] , [redacted]

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[redacted] .

20.8. If you become aware of any breach of any term of this [redacted] , [redacted] [[redacted]]. [redacted] [[redacted] .]

(Option two: use this option (to [redacted]) [redacted] . [redacted] .)

20.9. The law differs from one [redacted] . [redacted] .

20.10. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

20.11. The [Our Name] Website and [Our [redacted]] [redacted] " [redacted] ". [redacted] :

20.11.1 useful to you;

20.11.2 of satisfactory quality;

20.11.3 fit for a particular purpose;

20.11.4 [redacted] , [redacted] , [redacted] ;

20.12. [redacted] . [redacted] .

20.13. [redacted] , [redacted] , [redacted] , [redacted] , [redacted] . [redacted] , [redacted]

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[redacted] , [redacted] .

20.14. [redacted] :

20.14.1 [redacted] ;

20.14.2 delivery of Content, material or any message;

20.14.3 privacy of any transmission;

20.14.4 [redacted] ;

20.14.5 [redacted] ;

20.15. [redacted] . [redacted] . [redacted] , [redacted] “ [redacted] ” [redacted] .

20.16. [redacted] , [redacted] , [redacted] . [redacted] .

20.17. [redacted] , [redacted] 12 [redacted] .

OR

20.18. [redacted] , [redacted] , [redacted] [€ 10 , 000]. [redacted] , [redacted] .

20.19. [redacted] ([redacted]) [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] . .

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20.20. [redacted], [redacted] [redacted]. [redacted] [redacted].]

20.21. [redacted].

21. You indemnify us

[redacted]:

21.1. [redacted];

21.2. your breach of this agreement;

21.3. [redacted], [redacted], [redacted], [redacted];

21.4. [redacted], [redacted]

21.5. [redacted] € [100 . 00] [redacted].

21.6. [redacted], [redacted]. [redacted]. [redacted], [redacted], [redacted], [redacted].

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22. Dispute resolution

[redacted] "[redacted]" [redacted] ([redacted]) [redacted] 2015 .

[redacted]:

22.1. [redacted] [[redacted]].

22.2. [redacted] [[redacted] ([redacted])]

22.3. [redacted], [redacted].

22.4. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: http://ec.europa.eu/consumers/odr/.

23. Miscellaneous matters

23.1. [redacted], [redacted] - [redacted].

23.2. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

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23.3. [redacted].

23.4. [redacted], [redacted]:

23.4.1 [redacted];

23.4.2 [redacted], [redacted];

23.4.3 issue a claim in any court.

23.5. [redacted].

23.6. [redacted], [redacted].

23.7. [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted] [redacted]-[redacted]: [redacted] 24 [redacted]-[redacted]. [[redacted]-[redacted]. [redacted], [redacted]].

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23.8. [redacted], [redacted], [redacted].

23.9. [redacted], [[redacted]].

23.10. [redacted], [redacted].

23.11. [redacted], [redacted].

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Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Your right to cancel

■■■

- [redacted].

Option 2

Request to start work

[redacted] / [redacted] [[redacted]].

[redacted] / [redacted].

[redacted] / [redacted]. [redacted] / [redacted].

[redacted].

Instructed on [date]

[redacted] : [[redacted]]

Address: [enter your address]

[redacted] : ([redacted])

Date: [date]

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[redacted] **14** [redacted].

[redacted], [redacted].

[redacted], [redacted], [redacted]-[redacted].

[redacted], [redacted] [redacted].

[[redacted]*.* [redacted]*,* [redacted]*.]*

Model cancellation form

[[redacted]. [redacted]. [redacted].]

[redacted] [[redacted], [redacted], [redacted], [redacted]-[redacted]]:

[redacted]/[redacted]/[redacted]/[redacted][[redacted]].

[redacted][[redacted]]/[redacted][[redacted]],

[redacted]: [[redacted]],

Address: [enter your address],

[redacted]: ([redacted])

Date: [date]

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Explanatory notes:

Website terms and conditions template: marketplace for property

General notes

These notes apply to most terms and conditions documents, but not all notes ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

1. About European Union (Consumer Information, Cancellation and Other ■ ■ ■ ■) ■ ■ ■ ■ 2013

The Regulations are as ridiculous as they ■ ■ ■ ■ ■ ■ ■ ■ .

The operation of a market place website involves three contracts: between you and the buyer; between you and the seller; ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

c. Your identity, land address and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

d. the arrangements for payment and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

e. the telephone cost of communicating with you when it is not ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

f. the existence of your customer's right to cancel the contract; and the conditions, time limit ■ ;

g. whether, if the customer exercises the right to cancel, he must pay money to ■ ;

h. the circumstances under which the customer loses the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

Next, we will tell you about the ■ ■ ■ ■ ■ ■ ■ ■ .

If the buyer at any time chooses to purchase a service from your website, he may cancel his order within 14 days without giving any reason. When he cancels the order, you must give him his money back within 14 days after receiving the cancellation order. But there is a way out. If the customer instructs you to start his work before the 14 day period expires, and provided you have warned the customer that he will lose his right to cancel, then the customer ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

that means you do something positive with that data. Because marketplace involves the probability that personal data will flow between you and [redacted].

For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would [redacted].

As a vastly reduced summary, the important areas of the [redacted]:

- you do not have a provision where you are assuming implied consent of customer to use his information [redacted];
- if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such [redacted].
- Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need [redacted].
- The most important elements of data to consider are personal data and any data which you want to use - [redacted].

You may find full list at:

https://www.dataprotection.ie/docs/GDPR-Overview/k/1623.htm

We have drawn this terms and conditions document on the assumption that you would make practical changes on your website and use an updated privacy notice. So as to allow you [redacted].

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your

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terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms [redacted] / [redacted] . [redacted] :

We use	you decide to change to
“Services”	“Home Seller” / “Home Pacjage ” / “ [redacted] ”
“Our Website”	“The Jones Site” / “ [redacted] ”

But if you do change the defined word, **make** [redacted] **.**

Remember too, that when a word or phrase is defined, the defined [redacted] , [redacted] , [redacted] .

You should first decide on the contents of the document, then return to check [redacted] .

2. Basis of contract

Technically, you are both selling services and granting a licence for use of your [redacted] , [redacted] .

It is important to make clear when the contract comes into effect. Without specifying, your website will be [redacted] . [redacted] .

3. The price

We have no comment

4. If you buy Services as a consumer

If you sell only to businesses [redacted] , [redacted] .

This paragraph sets out your customer's rights as a "gold standard". In the past, the Law has not compelled a seller to disclose his legal obligations. So sellers have not done so. These regulations change that. Because many

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organisations continue to keep customers in [redacted] , [redacted] . [redacted] , [redacted] . [redacted] :

- Provision of information
- the 14 day cancellation period
- "Opt out" of cancellation right [redacted] 14 [redacted] .

5. Renewal payments

This paragraph is relevant only if you have some service for which you expect to [redacted] . [redacted] , [redacted] .

We have provided for auto renewal of the service provision. In law that provision is void. You cannot unilaterally renew a contract. [redacted] , [redacted] .

However, if you continue a course of action and your counter-party accepts or acquiesces, he cannot later complain [redacted] . [redacted] .

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of [redacted] . [redacted] / [redacted] .

6. Security of your credit card

This paragraph is more for information than contractual commitment. We have included it here because many users [redacted] , [redacted] .

For payment you may have various alternatives like [redacted] . [redacted] .

7. Your account and personal information

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Edit as required. [redacted] .

8. How we handle your data

It is a question of balance and maybe how your users will [redacted] . [redacted] .

This is a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up on [redacted] . [redacted] .

9. Restrictions on what you may Post to Our Website

This and other two paragraphs (13 and 14) relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, [redacted] . [redacted] , [redacted] , [redacted] , [redacted] .

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do [redacted] . [redacted] , [redacted] .

No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think [redacted] . [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

Of course, anyone who wishes to [redacted] .

We have provided a vast menu of possibilities. We suggest that [redacted] .

10. Sellers: Property Posting: restricted content

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We have no comment. Edit as required.

11. Our commission

We have no comment. Edit as required.

12. Property sellers: terms applicable

We have no comment. Edit as required.

13. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not be one of your customers or members. By stating and following this policy you will reduce the chance [redacted] , [redacted] , [redacted] . [redacted] , [redacted] [redacted] .

14. Security of Our Website

There is an intentional overlap here with earlier paragraphs. We have provided a large menu from which you can select what you need. You cannot prevent [redacted] , [redacted] .

15. Storage of data

This provision absolves you from any obligation to retain messages or [redacted] . [redacted] 2018 [redacted] , [redacted] .

16. Termination

It is after termination that conflicts [redacted] . [redacted] , [redacted] . [redacted] .

17. Interruption to Services

We have no comment

18. Intellectual Property

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Few business managers appreciate just how much IP is owned [redacted].

19. Warnings and explanations

This paragraph is largely an explanation for [redacted].

20. Disclaimers and limitation of liability

We do not have sufficient information about your business [redacted].

Our aim in drawing this paragraph is to limit your liability as far as possible, particularly against events [redacted]!

There is a substantial set of law which regulates what you can sell to [redacted].

On top of that solid legal structure is an even larger structure relating to protection [redacted].

We have therefore provided not merely alternative provisions within this paragraph, but [redacted].

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[redacted].

If you sell Worldwide, [redacted] - [redacted].

It is possible that neither of these alternatives will be entirely enforceable. [redacted], [redacted]. [redacted] - [redacted]
.

Our best advice to you is to include these disclaimers so far [redacted], [redacted]. [redacted].

You will see that we have also included in the provision for [redacted]. [redacted].

21. You indemnify us

We suggest no edits.

22. Dispute resolution

This paragraph sets out standard terms as required [redacted] ([redacted]) [redacted] 2015 . [redacted]. [redacted]:

The new law is directed at those [redacted] 1000 [redacted].

The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should [redacted]. [redacted], [redacted] "[redacted]" [redacted]. [redacted]. [redacted],

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[redacted]

Mediation costs money. [redacted]

There seems to be some confusion in the EU regulations as to [redacted] 2010 .

As a result of that act, arbitration entails very similar procedures to those in [redacted] !

The new regulations require that if you know of a mediator, you should [redacted]

From here [redacted]

The law requires that when your internal complaint handling procedure is exhausted then you [redacted]

22.4: in the unlikely event that your business [redacted] ?) [redacted]

However, as you run an online marketplace business the law requires you to provide a link to online alternative dispute resolution platform which is at http://ec.europa.eu/consumers/odr/.

You may find more details at:

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http://www.irishstatutebook.ie/eli/2015/si/500/made/en/print

https://www.eccireland.ie/

Do [redacted] 22 . [redacted] .

23. Miscellaneous matters

A number of special points. We have identified each of these as [redacted] . [redacted] , [redacted] . [redacted] . [redacted] .

Notice of right of cancellation

At the end of the terms document, we have [redacted] . [redacted] . [redacted] .

The first part is your notice to your customers. [redacted] , [redacted] . [redacted] .

We have also provided the required information about the cancellation notice followed by [redacted] . [redacted] , [redacted] . [redacted] , [redacted] .

End of notes

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