



GENERAL TERMS FOR MEMBERSHIP OF PROPERTYPAL

1. INTRODUCTION

- 1.1 PropertyPal.com Limited (company number NI603400) whose registered address is Unit 2D Jennymount Business Park, North Derby Street, Belfast, BT15 3HN (**PropertyPal, our or we**) provides certain services from time to time, including the use of features, content, applications and the provision of advertising services (together, the **Services**), through its website at www.propertypal.com (**Site**), to persons and entities who are and remain properly registered as members for the Services (each, a **Member, you or your**) and who are based in Northern Ireland.

Where Member is based in the Republic of Ireland, separate terms shall apply, which are available at <https://www.propertypal.com/membership-terms-roi>. Where we additionally or independently provide website development, and web, email and domain hosting services to you (collectively **Hosting Services**), which are marketed through www.propertypal.com/design (the **Design Site**) (the Design Site and the Site together the **Sites**), aspects of these General Terms shall apply to such Hosting Services where indicated below, in addition to our supplemental Hosting Terms.

- 1.2 The Services are provided by PropertyPal to each Member subject to:

- (a) these general terms of membership (**General Terms**);
- (b) our traffic light policy and listing guidelines (together **Listing Guidelines**) available at www.propertypal.com/listing-guidelines;
- (c) the commercial terms agreed between the parties from time to time in writing in relation to the Services and Hosting Services (**Commercial Terms**);
- (d) our supplemental terms for provision of Hosting Services (**Hosting Terms**) available at <https://propertypal.com/hosting-terms> (where we provide such Hosting Service to you);
- (e) our terms of use for visitors to the Sites (**Terms of Use**) which are available at <https://www.propertypal.com/terms>;
- (f) our privacy policy (**Privacy Policy**) available at <https://www.propertypal.com/privacy>;
- (g) our cookies policy (**Cookies Policy**) available at <https://www.propertypal.com/cookie-policy>; and
- (h) any terms relevant to the Third Party Products provided by our third party licensors and suppliers, which are available on request.

in each case as may be amended from time to time (together, the **Agreement**). Where we provide Hosting Services to you in addition to the Services, the Hosting Terms shall be read on the basis that they form part of a single Agreement between you and us for any relevant services. Otherwise, the Hosting Terms and the documents outlined therein shall form part of a separate contract between you and us for the Hosting Services.

- 1.3 In the event of any conflict or inconsistency between any of the terms set out in clause 1.2, they shall take precedence in the order that they appear therein.

2. DEFINITIONS AND INTERPRETATION

- 2.1 The definitions in this clause 2 apply in these General Terms. The rules of interpretation in this clause 2 shall apply throughout the Agreement.

Advertisement Information: has the meaning given to it in clause 3.1(e).

Advisor: has the meaning given to it in clause 3.1(e).

Advisory Services: has the meaning given to it in clause 3.1(e).

Agreement: has the meaning given to it in clause 1.2.

Commercial Terms: has the meaning given to it in clause 1.2.

Cookies Policy: has the meaning given to it in clause 1.2.

Data Protection Legislation: any data protection legislation from time to time in force in the UK, including the retained General Data Protection Regulation (**GDPR**).

Effective Date: has the meaning given to it in clause 4.1.

General Terms has the meaning given to it in clause 1.2.

Hosting Services: has the meaning given to it in clause 1.1.

Hosting Terms: has the meaning given to it in clause 1.2.

Information: means the Advertising Information, Member Information and the Property Information (together or separately, as the context requires).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Member: has the meaning given to it in clause 1.1.

Member Information: has the meaning given to it in clause 3.1.

Personal Data: has the meaning set out in Article 4(1) of the GDPR.

Privacy Policy: has the meaning given to it in clause 1.2.

Property Information: has the meaning given to it in clause 3.1

PropertyPal: has the meaning given to it in clause 1.1.

Relevant Listings: has the meaning given to it in clause 10.1.

Services: has the meaning given to it in clause 1.1.

Site: has the meaning given to it in clause 1.1.

Terms of Use: has the meaning given to it in clause 1.2.

Third Party Costs: has the meaning given to it in clause 9.6.

Third Party Products: any third party software products, applications or features incorporated into the Site.

VAT: has the meaning given to it in clause 9.6.

Visitor: a visitor to the Site (as the context requires).

2.2 Clause headings do not affect the interpretation of the Agreement.

2.3 References to clauses are references to the clauses of these General Terms.

2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

2.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.8 References to content include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a Visitor to that website.

2.9 A reference to writing or written includes e-mail but excludes fax.

3. ELIGIBILITY

3.1 In entering into the Agreement, Member represents and warrants that:

- (a) all information submitted by Member as part of its application to become a Member and thereafter (together, **Member Information**) is at the date of its submission and will remain throughout the duration of its membership true and accurate in all respects;
- (b) it operates as an estate agent and is providing the services normally associated with those operations and has not misrepresented to PropertyPal the nature of its business or the services offered by its business. For the avoidance of doubt, this is taken to require that the Member: (1) deals with clients who buy, sell or rent freehold or leasehold properties in the UK, including commercial and agricultural, (2) is registered with and retains its registration with one of the two independent government approved redress schemes in the UK; (3) is registered with HMRC for anti-money laundering supervision; (4) has paid a data protection fee to the Information Commissioner's Office (ICO); (5) has professional indemnity (PI) insurance in place; and (5) has Client Money Protection (CMP) in place if they are involved in the renting of property;
- (c) it is not dealing as a consumer for the purposes of the Consumer Rights Act 2015 or equivalent local legislation (as amended);
- (d) the property information provided by Member to PropertyPal in connection with the Services (**Property Information**) will relate only to unsold/unlet properties (on the basis more specifically outlined in the Listing Guidelines), where Member has received an instruction from the owner or its agent to sell or let such property or land or is itself developing such property or land;
- (e) all information or content (**Advertisement Information**) provided by Member to PropertyPal in connection with the advertisements it wishes to be hosted on the PropertyPal website promoting the financial advisory services, including mortgage protection and general insurance advice (together **Advisory Services**) offered by its nominated provider (**Advisor**) will relate to a single nominated Advisor, who has authorised the Member in writing to place such advertisements on its behalf and approved the content of such advertisements in writing;
- (f) if an individual, Member is 18 years of age or older; and
- (g) Member's use of the Services will not violate any applicable law, regulation or code.

3.2 PropertyPal reserves the right to take any steps at any time to satisfy itself that all or any of Member Information is and remains true and accurate in all respects, and Member shall provide all co-operation and assistance reasonably required by PropertyPal to so satisfy itself.

3.3 PropertyPal reserves the right to terminate the Agreement and the provision of Services (or any part of them, including any relevant listings or advertisements posted by a Member) immediately (and without notice) if at any time:

- (a) it is unable to satisfy itself that any Information is true and accurate in all respects; or
- (b) the Member is in breach of any of the representations or warranties set out in the Agreement.

4. SERVICES

4.1 In consideration of the fees set out in the Commercial Terms, PropertyPal will provide the Services on and subject to the Agreement. The Agreement shall be formed once a prospective Member has completed its application to become a Member and PropertyPal has confirmed in writing its acceptance of that membership (the **Effective Date**).

4.2 PropertyPal shall use all reasonable endeavours to make the Services available 24 hours a day, 7 days a week, except for scheduled or unscheduled maintenance periods, and will perform the Services with reasonable skill and care. PropertyPal does not warrant that the use of the Services will be uninterrupted or error free nor that the Services will meet Member's or its customer's or nominated Advisor's requirements.

4.3 This Agreement shall not prevent PropertyPal from entering into any other arrangement or agreement (including, a similar agreement) with any other party.

4.4 Any Third Party Products incorporated within the Site shall be supplied in accordance with the relevant third party's standard terms

which are available on request.

4.5 Member acknowledges that PropertyPal's ability to provide the Services is dependent upon the full and timely co-operation of Member (which Member agrees to provide), as well as the accuracy and completeness of any information or data provided by Member. Accordingly, Member shall provide PropertyPal with access to, and use of, all information, data and documentation reasonably required by PropertyPal for the performance by PropertyPal of its obligations under the Agreement.

5. PROPERTY INFORMATION, ADVERTISEMENT INFORMATION AND LISTINGS ON THE SITE

- 5.1** Member represents and warrants that it owns or has proper permissions in and to all necessary right, title and interest in:
- (a) all Information, and
 - (b) has all legal rights necessary to submit and display or permit PropertyPal to display same on the Site and shall maintain sufficient archives and back-ups from time to time of the Information. PropertyPal shall follow its own archiving procedures in respect of the Information. In the event of any loss or damage to the Information, Member's sole and exclusive remedy shall be for PropertyPal to use reasonable endeavours to restore the lost or damaged Information from the latest back-up of such Information held by PropertyPal. PropertyPal shall not be responsible for any loss, destruction, alteration or disclosure of the Information caused by any third party.
- 5.2** In relation to the Site, specifically, Member shall be entitled to upload, amend or remove existing listings or Member's own feed of available properties (subject to the terms of the Agreement), or amend the details of the Advertisement Information, for the purposes of ensuring continued accuracy of the information contained therein. Member shall not be permitted to materially amend existing listings to the extent that they advertise a property that is different from that originally listed. Member may manually upload any further listings onto their own website and elect to also upload such listing to the Site. From time to time, PropertyPal may capture any listings not previously captured, or receive listings from Members, and shall display same on the Site. Member hereby acknowledges and agrees that PropertyPal is authorised to perform such data capture. PropertyPal reserves the right to remove or amend or restrict any content posted on the Site (including removing any listings in totality) that breaches the Listing Guidelines or the terms of the Agreement from time to time at its sole discretion.
- 5.3** Member acknowledges that the Advertising Information it provides in respect of its nominated Advisor shall be attached to all Relevant Listings posted by that Member on the Site. The Member's nominated Advisor must, at all times, be and remain authorised and regulated by the Financial Conduct Authority (**FCA**) and permitted by the FCA to carry on authorised regulated Advisory Services to which its authorisation relates and which are advertised as part of the Advertisement Information. The Member shall provide an appropriate statement, in the format required by PropertyPal from time to time, which sets out the Advisor's authorisation number and provides all such other details as are requested by PropertyPal from time to time, in such format as PropertyPal requires, and in accordance with any guidelines provided by PropertyPal, from time to time. The Advertisement Information, and the Advisory Services provided by the Advisor pursuant to that advertisement, must otherwise comply with all relevant laws, statutes, regulations and codes (including the FCA handbook and all relevant guidance therein) and be delivered using reasonable skill and care, and the Member shall be responsible for same. PropertyPal shall have final editorial discretion on the format of any Advertising Information provided and whether it meets PropertyPal's requirements.
- 5.4** The Member shall inform PropertyPal if there are any negative regulatory findings attaching to its Advisor, or if there are any other circumstances arise which impair or restrict or are likely to impair or restrict the Advisor's ability to perform the Advisory Services as required above, including any circumstances that might lead to the revocation of the Advisor's authorisation. The Member shall also procure that the Advisor shall retain a record of all leads generated through advertisements featured on the PropertyPal Site.
- 5.5** The Member shall have and ensure that its Advisor acknowledges in writing that it shall have, no authority, and shall not hold itself out, or permit any person to hold itself out, as being a representative of PropertyPal and/or otherwise authorised to bind PropertyPal in any way and shall not do any act which might create the impression that the Advisor is so authorised by PropertyPal, or that it has been endorsed in any way by PropertyPal or any third party. The Member shall also ensure that the Advisor has appropriate professional indemnity insurance in place to cover the provision of the Advisory Services.
- 5.6** Any listings captured or uploaded to the Site, and any Information included therein, shall comply with the Agreement.
- 5.7** In relation to the Site, specifically, all listings, whether relating to sale or rental properties, shall refer to one property only.
- 5.8** Without prejudice to the generality of our general right to remove any listings or any Information featured on any listing where they do not comply with the Agreement, PropertyPal reserves the right to remove from the Site any listings using generic property descriptions or referring to more than one property or soliciting contact from users regarding other properties or additional services.
- 5.9** PropertyPal reserves the right to remove any property listed which has been sold or let.
- 5.10** Member must handle all Relevant Listings itself, and not permit customers any access to the Services, including allowing customers to upload Relevant Listings or set prices. Member must provide all relevant estate agency services in respect of each Relevant Listing (other than managing viewing appointments), including valuations, price negotiations and issuance of any relevant memorandum of sales in respect of the sale of the property the subject of any Relevant Listing. Member may not permit customers or third parties to upload details of Relevant Listings to their own proprietary software systems which then connect to the Services, e.g., allowing customers or third parties to indirectly upload Relevant Listings themselves, without proper oversight and review of the content of any such Relevant Listings by one of Member's employees.

6. UNACCEPTABLE CONTENT

6.1 Member warrants and represents that any information posted on the Site will not include the following items:

- (a) First names, last names, telephone numbers, street addresses (other than the address of the property being advertised), email addresses or other contact details or information identifying private individuals (i.e., Personal Data relating to same), save that Advertisement Information may include a name, telephone number, business address, email or other contact information approved by PropertyPal relating to the nominated Advisor the subject of that advertisement;
- (b) any content soliciting personal information from anyone under 18;
- (c) any content that PropertyPal deems offensive;
- (d) any content promoting racism, terrorism, hatred or physical harm against any group or individual; any content which harasses or advocates harassment of another person;
- (e) any content containing nudity or violent, sexually explicit or otherwise objectionable subject matter;
- (f) any content promoting information that you know or have reason to believe is false or misleading or promotes illegal activities or conduct that is objectionable, abusive, threatening, obscene, defamatory or libellous;
- (g) in relation to the Site only, any advertising or marketing content (including any photographs displaying anything other than interior or exterior photographs of the property being listed, or photographs otherwise taken within the geographical perimeter of the property (such photographs may contain a watermark relating to the entity taking same, but no other marketing or advertising content or logos), save for any approved Advertising Information relating to the Member's nominated Professional Advisor to be contained within the format prescribed and approved by PropertyPal from time to time;
- (h) anything that is unlawful or immoral, including which breaches any relevant anti-discrimination law or legislation, or any relevant financial legislation or regulation; or
- (i) any content that promotes an illegal or unauthorised copy of another person's copyrighted work or otherwise infringes a third party's Intellectual Property Rights.

Despite the restriction set out in this clause 6.1, it is possible that content provided by other persons or entities to us for inclusion on the Site may contain such unacceptable material, products or services, and PropertyPal assumes no responsibility or liability to you in respect of such material, products or services.

6.2 Member must comply with the Estate Agents Act 1979 (as amended), in relation to Northern Ireland, as applicable, and all other relevant laws, legislation and standards of best practice (including those issued by the relevant bodies in both Northern Ireland) applicable to the services provided by Member to its customers.

7. PROHIBITED ACTIVITY

7.1 The following is a non-exhaustive list of the type of activity that is prohibited on the Site and through your use of the Site or Services. PropertyPal reserves the right to investigate and take appropriate action against any person or entity who, in the opinion of PropertyPal, violates this clause 7.1, including, without limitation, reporting such person or entity to law enforcement authorities. Prohibited activity includes, but is not limited to:

- (a) incitement to racial hatred, incitement to terrorism, fraud, harassment, stalking, spamming, spimming, posting obscene material, pornography, drug dealing, sending of viruses or other harmful files, copyright infringement, trade mark infringement, breach of confidence or theft of trade secrets or any criminal activity, tortious act or civil wrong;
- (b) transmitting any chain letters or junk email to other users. It is also prohibited to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any other person or entity without the prior consent of that person or entity;
- (c) any automated use of the Sites, such as using scripts to perform automated operations;
- (d) interfering with, creating an undue burden on, or disrupting the Site or Services or the networks or services connected to same;
- (e) attempting to impersonate another person or entity;
- (f) using the account, username or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account, including to permit any person (i.e. one of a Member's customers) to upload a Relevant Listing directly;
- (g) selling or otherwise transferring your profile;
- (h) using any information obtained from the Site or Services in order to harass, abuse, or harm another person or entity;
- (i) using the Site or Services in a manner inconsistent with any and all applicable laws, regulations and codes;
- (j) modifying, accessing or making available data stored on a computer device which you have accessed through our network, unless authorised by the owner of the data;
- (k) making available or uploading files that contain software or other material, data or information not owned or licensed to you or collecting information about others (e.g. names/addresses) without their prior consent;
- (l) making available, uploading or distributing by any means any material or files that contain any viruses, bugs, corrupt data, "Trojan horses", "worms" or any other harmful software;
- (m) falsifying the true ownership of software or other material or information contained in files made available via the Site or Services.

8. THIRD PARTY CONDUCT

8.1 Member is responsible for violations of the Agreement by anyone using the Site, updating Relevant Listings and/or availing of Services we provide to Member with Member's permission, or on an unauthorised basis as a result of Member's failure to use best security precautions to secure its login details or the Services we provide to Member at Member's end. Member's use of the

Services to assist another person in an activity that would violate the Agreement if performed by Member is a violation of the Agreement.

8.2 Member must use best efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. Our right to suspend or terminate the Service applies even if a breach is committed unintentionally or without Member's authorisation, including through a Trojan horse or virus.

9. PAYMENT – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

9.1 In return for provision of the Services, you agree to pay the fees set out in the Commercial Terms and to comply with the Agreement.

9.2 The payment options available to each Member are (as set out from time to time on www.propertypal.com/waystopay): -
Direct Debit - these will be collected for Services on or 14 days after the invoice date. PropertyPal reserves the right to collect any overdue balances on your account via Direct Debit. If Member chooses to pay otherwise than via direct debit, a £5 per month administration charge will be levied by PropertyPal.
Online Credit/Debit Card Payment- your monthly invoice will contain a link to make an online payment via credit or debit card. This can be done at any time within the payment terms set out in the invoice.
Cheque - cheques should be made payable to "PropertyPal.com Limited" and must be received prior to the due date for payment set out in the invoice.
Bank Transfer - bank details are provided on our invoices and any bank transfer should reach our account prior to the due date for payment set out in the invoice.

Member may not make payment to PropertyPal by any other means other than those detailed above without PropertyPal's prior authority provided to Member in writing or electronic mail.

All invoices specifically raised by PropertyPal are payable within 14 days of the date of issue (or on the alternative date you have agreed with us in any Commercial Terms).

9.3 If PropertyPal has not received payment within 30 days of the due date for payment, then, without prejudice to any other rights and remedies of PropertyPal: PropertyPal may, without liability to Member, disable Member's account and access to all or part of the Services and/or Hosting Services and remove all or any of Member's listings or advertisements and take down any Hosted Site (as defined in the Hosting Terms) until such time as the outstanding payment and any interest thereon is paid in full by Member. If any amount is overdue for any reason PropertyPal may charge interest on any outstanding amounts, such interest to accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of Danske Bank A/S in Northern Ireland from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment (and continuing notwithstanding any termination or expiry of the Agreement).

9.4 All amounts and fees stated or referred to in the Agreement shall be payable in pounds sterling, are non-cancellable and non-refundable; and are exclusive of value added tax, which shall be added to PropertyPal's invoice(s) at the appropriate rate.

9.5 If an account is deemed to be operating outside PropertyPal's credit terms, we reserve the right to insist on future payments being made via Direct Debit.

9.6 The fees set out in the Commercial Terms document published on the Site shall be exclusive of value added tax or other applicable sales or consumption tax (**VAT**) and any costs of Third Party Products included, featured on or relating to those aspects of the Site specific to Member and/or its listings (the **Third Party Costs**).

Any VAT shall be added to invoices or deductions by PropertyPal at the applicable rate from time to time payable in respect of the fees for Services, as well as any Third Party Costs, which shall be re-charged to Member at cost plus reasonable administrative charges and mark-up (which may be specified in the Commercial Terms from time to time).

9.7 Time for payment and performance of Member's other obligations shall be of the essence of the Agreement.

9.8 Each party shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the other has a valid court order requiring an amount equal to such deduction to be paid by the other to the first party. The party owing money agrees not to resist enforcement of any judgment, should the party owed money be granted a judgment in enforcement of any money debt.

10. WARRANTIES & INDEMNITY

10.1 Each Member is solely responsible for any liability arising out of the content of all listings (or, where applicable, advertisements in respect of its nominated Advisor) attributable to it which are displayed on the Site (whether received by way of manual upload or data capture or otherwise) (the **Relevant Listings**).

10.2 Each Member warrants, represents and undertakes that:

(a) it holds the necessary rights to permit PropertyPal to use and reproduce the content of all Relevant Listings, and shall be

responsible for obtaining and paying for any applicable licences and consents for such content to enable PropertyPal to do so. Each Member shall be responsible for any and all payments due to third parties as a result of such publications;

- (b) none of the content contained in any of the Relevant Listings shall infringe the copyright or any other Intellectual Property Rights or proprietary rights of any third party or contain anything which is defamatory, offensive, obscene or misleading or which violates the privacy or data rights of any third party (including under the Data Protection Legislation). Each Member warrants, represents and undertakes that the use, reproduction, distribution or transmission of the content of all Relevant Listings will not cause PropertyPal to violate any statutory or regulatory duty or any criminal laws or any rights of any third parties, including but not limited to, such violations as infringement or misappropriation of any Intellectual Property Right, music, advertising, unfair competition, defamation, invasion of privacy, financial regulation, violation of any anti-discrimination law or regulation, or any right of any person or entity;
- (c) none of the Relevant Listings will constitute "financial promotions" within the meaning of the Financial Services and Markets Act 2000, as amended, other than the advertisements for Advisory Services, and that such advertisements shall be permitted within that Act;
- (d) it shall comply at all times, or procure the compliance at all times, with all applicable laws relevant to it and the services it provides, as well as all guidelines issued by PropertyPal from time to time and notified to Member;
- (e) no Relevant Listing shall contain any advertising or marketing content (including any photographs displaying anything other than interior or exterior photographs of the property being listed, or photographs otherwise taken within the geographical perimeter of the property (such photographs may contain a watermark relating to the entity taking same, but no other marketing or advertising content or logos), save for any approved Advertising Information relating to the Member's nominated Professional Advisor to be contained within the format prescribed and approved by PropertyPal from time to time;
- (f) it shall not do anything that may bring PropertyPal or the Sites into disrepute;
- (g) it shall be responsible for and ensure the accuracy and completeness of the Relevant Listings;
- (h) it shall not, in any of the Relevant Listings, seek to advertise or promote any competitor of PropertyPal; and
- (i) that it will comply with all relevant requirements of the Data Protection Legislation and any guidance issued by the Information Commissioner in relation to obtaining, storing and use of personal data derived from viewers of Relevant Listings), where such information has been made available to you, and act only as a data processor with regard to such information processing it only in accordance with our instructions from time to time and shall not process it for any purpose other than those expressly authorised by us (specifically including the requirement that you only use details of any individual passed to you enquiring about a particular property to respond to them regarding that property alone), and comply with the additional requirements around data protection set out in the Hosting Terms;
- (j) no Relevant Listing shall contain last names, telephone numbers, street addresses (other than the address of the property being listed), email addresses or other contact details or information identifying private individuals (i.e. Personal Data relating to same), save that Advertisement Information may, where approved by PropertyPal include a name, telephone number, business address, email or other contact information relating to the nominated Advisor (or one of their employees) the subject of that advertisement; and
- (k) that it will comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003, or any successor or similar legislation having the force of law in the UK from time to time.

10.3 Each Member shall indemnify and hold PropertyPal harmless against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities (including consequential losses and loss of profit and all reasonable legal costs and expenses) arising from any breach by Member of the Agreement. This clause 10.3 shall continue in full force and effect notwithstanding any suspension, expiry or termination of the contractual relationship.

10.4 PropertyPal warrants to each Member that it shall not directly operate as an estate agent (meeting the criteria outlined in clause 3.1(b) above) for the duration of the Agreement with any such Member.

11. LIMITATION OF LIABILITY AND THIRD PARTY SERVICES - YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

11.1 Under no circumstances shall PropertyPal be liable for:

- (a) any indirect, consequential, incidental, special, exemplary or punitive loss, damage, costs or expenses; or
- (b) loss of profit; or
- (c) loss of business; or
- (d) loss of reputation; or
- (e) depletion of goodwill; or
- (f) loss of, damage to, or corruption of data,

even if such are foreseeable, and whether or not PropertyPal has been advised of the possibility of such losses, damages, costs or expenses.

11.2 PropertyPal shall in no event be liable for any more than an amount equal to the total amount paid by you to PropertyPal in respect of any Services or Hosted Services in respect of which the liability arose.

11.3 PropertyPal makes no representations and hereby disclaims all warranties (express or implied) to the fullest extent permitted by law.

11.4 PropertyPal shall have no liability for any failure or delay affecting production or transmission of the Sites and any listing, or for otherwise failing to comply with its obligations under the Agreement, where such failure or delay results from any governmental action, third party act, fire, flood, storm, insurrection, power failure, riot, explosion, war or terrorist activity, embargo, strikes or

other industrial action (whether legal or illegal), labour or material shortage, compliance with any law or governmental order, rule, regulation or direction, transportation interruption of any kind, work slowdown, transmitter or satellite degradation, failure of the internet or other technical facilities or any other interruption or failure or other condition beyond the reasonable control of PropertyPal.

- 11.5** Nothing contained in the Agreement excludes or limits PropertyPal's liability for death or personal injury caused by PropertyPal's negligence or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited as a matter of relevant law.
- 11.6** Any dates given or timeframes provided by PropertyPal in respect of the Services, including within the Commercial Terms, shall be estimates only.
- 11.7** You may use standalone third party applications when accessing the Services, for example where you make use of an application to authenticate or access the Service. While the Agreement represents PropertyPal's agreement with you, other parties' terms govern their relationships with you for use of those applications. Whilst we take no responsibility for your adherence to such terms or the actions taken by such third-parties, you agree that you will honour and adhere to such terms when using the Services and not hold us responsible for any interactions with such third parties or their terms, including for wrongful or negligent acts or omissions, or breaches of contract.
- 11.8** You acknowledge that we do not control the content, information or services found on or on or accessible through any third party sites or applications accessible through or linked from the PropertyPal Site. We accept no liability regarding such third-party applications, sites or services and any actions resulting from your use of same. Their availability on or through our Site does not mean we endorse, support or warrant same.

12. INTELLECTUAL PROPERTY

- 12.1** You shall grant PropertyPal a non-exclusive, royalty-free, perpetual licence to copy, reproduce, display, publish, adapt and otherwise use the information and content received by PropertyPal from you for any purpose.
- 12.2** In connection with your receipt or use of the Services and Hosted Services, you may not post, modify, distribute or reproduce any Intellectual Property Rights or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights.

13. CONFIDENTIAL INFORMATION

PropertyPal and Member agree to keep confidential, any information obtained about the other which concerns the business, finances, technology or affairs of the other party which is not in the public domain (other than by breach of the Agreement or other unauthorised disclosure by any person), and which would be regarded by a reasonable business person as confidential and/or which is expressly marked or designated as such by the disclosing party, except such information that that party is required to disclose by law. This clause 13 shall survive expiry or termination of Member's registration with PropertyPal.

14. TERM & TERMINATION

- 14.1** This Agreement shall continue unless and until terminated in accordance with the Agreement.
- 14.2** Without affecting any other right or remedy available to it, either party may terminate the Agreement (and the provision of Services) with immediate effect by giving written notice to the other party if: the other party fails to pay any amount due under the Agreement within 14 days of the due date for payment; or the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so; or the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement (on the basis set out in the Listing Guidelines, specifically the traffic light policy therein); or the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or, being a company, is deemed unable to pay its debts within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989, or the other party (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Article 259 of the Insolvency (Northern Ireland) Order 1989, or the other party (being a partnership) has any partner to whom any of the foregoing apply; or the other party (being an individual) is the subject of a bankruptcy petition, application or order; or the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction; or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding-up of that other party other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction; or an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; or the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to

which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 14.2; or the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 14.3 Notwithstanding the above, PropertyPal shall be entitled to terminate the Agreement at any time on 30 days' notice to Member.
- 14.4 On expiry or termination of the Agreement for any reason, any fees due to PropertyPal from Member shall become immediately payable, any other provision of the Agreement notwithstanding.
- 14.5 On expiry or termination of the Agreement, all provisions of the Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

15. GENERAL

- 15.1 Member may not assign, transfer or dispose of the benefit or burden of the Agreement without the prior written consent of PropertyPal. PropertyPal reserves the right to assign the benefit of the Agreement by giving prior written notice of any assignment to Member.
- 15.2 PropertyPal's failure to exercise or enforce any right or provision of the Agreement will not be deemed to be a waiver of such right or provision.
- 15.3 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or part), the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in that provision, and the other provisions of the Agreement will remain in full force and effect.
- 15.4 No party other than PropertyPal or Member shall have any rights to enforce any provision of the Agreement.
- 15.5 Any variation to the Agreement and any representation about its subject matter shall have no effect unless expressly agreed in writing and signed by our authorised representative on our behalf. Member acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of PropertyPal which is not set out in the Agreement. Nothing in this clause shall exclude or limit PropertyPal's liability for fraudulent misrepresentation.
- 15.6 PropertyPal reserves the right to alter or amend any terms comprising the Agreement by giving Member 14 (fourteen) days' prior notice by email and by displaying the notice on the Site in the "Terms and Conditions" section. If Member does not want to accept any new conditions it must inform PropertyPal immediately by emailing help@propertypal.com otherwise Member will be deemed to have accepted such new conditions. Member should note that if it is unable to accept any new conditions then PropertyPal may no longer be able to provide the Services to it.

16. CHOICE OF LAW & JURISDICTION

The Agreement shall be governed by and interpreted in accordance with the laws of Northern Ireland and you irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement.