



## GENERAL TERMS FOR MEMBERSHIP OF PROPERTYPAL / PROPERTYNEWS

### 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, through the Sites, to persons and entities who are and remain properly registered as subscribers for the Services (each, a **Customer, you or your**) and who wishes to post Listings on our Site of, or avail of other Services with respect to, Relevant Properties or provision of their other services in Northern Ireland.
- 1.2** Where a Customer wishes to post Listings on our Site of, or avail of other Services with respect to, Relevant Properties or provision of their other services in the Republic of Ireland, separate terms shall apply, which are available at <https://www.propertypal.com/membership-terms-roi>.
- 1.3** If Customer purchases products or services other than the Services which are provided by a PropertyPal Group member, the contracts for those products or services will be formed between the Customer and that Group member, including the PropertyNews Edge, REEdge and WebEdge systems.
- 1.4** The Services are provided by PropertyPal to each Customer subject to:
- (a) these general terms of membership (**General Terms**);
  - (b) our traffic light policy and listing guidelines (together **Listing Guidelines**) for the submission of listings to the Site available at [www.propertypal.com/listing-guidelines](http://www.propertypal.com/listing-guidelines);
  - (c) the PropertyPal pricing tariff from time to time (our **Tariff**), set out at Schedule 1 to these General Terms;
  - (d) our supplemental Product Terms for provision of Hosting Services (**Hosting Terms**) available at <https://propertypal.com/hosting-terms> (where we provide such Hosting Services to you);
  - (e) our supplemental Product Terms for Agent Advantage® Services (where we provide such Agent Advantage Services to you) available at Schedule 2 to these General Terms;
  - (f) our terms of use for visitors to the Sites (**Terms of Use**) which are available at <https://www.propertypal.com/terms>;
  - (g) our privacy policy (**Privacy Policy**) available at <https://www.propertypal.com/privacy>;
  - (h) our cookies policy (**Cookies Policy**) available at <https://www.propertypal.com/cookie-policy>;
  - (i) any additional commercial terms agreed between PropertyPal and an Individual Customer from time to time in writing in relation to any relevant Services (**Commercial Terms**); and
  - (j) 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**). The Agreement shall constitute the entire agreement between the parties to the exclusion of all previous terms and conditions and all other terms and conditions (including any which a Customer purports to apply under any purchase order, confirmation of order or other document).

- 1.5** Where we provide Hosting Services or Agent Advantage Services to you as part of the Services, the relevant Product 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. To the extent you do not utilise our Listing Services, those elements of the Agreement shall be non-applicable.
- 1.6** In the event of any conflict or inconsistency between any of the terms set out in clause 1.4, they shall take precedence in the order that they appear therein, save where they relate to any specific matter expressly dealt with under relevant Product Terms for particular Services in which case such Product Terms shall prevail.
- 1.7** This version of the General Terms was most recently updated on 20 September 2024, and applies from 1 November 2024.

### 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(g).

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

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

**Affiliate:** means a person owning and operating any Branch who directly or indirectly Controls, is Controlled by, or is under common Control with a Customer. In determining whether or not any Branch is owned or operated by an Affiliate, we will use our reasonable discretion.

**Agent Advantage Services:** means PropertyPal's Agent Advantage Services as defined in clause 1.4 (including the Valuation Services).

**Agreement:** has the meaning given to it in clause 1.4.

**Agricultural Listing:** means a Listing of land or property intended for agricultural use, as may be more specifically described in PropertyPal's Listing Guidelines from time to time.

**Applicable Law:** means all applicable legislation (as amended from time to time) and any codes or regulations which applies to the business services provided by a Customer together with all applicable regulatory guidelines, recommendations and codes of practice or conduct issued by regulatory bodies, including the Royal Institute of Chartered Surveyors, the Property Ombudsman, the National Landlords Association, the Residential Landlord's Association and the Association of Residential Letting Agents.

**Beta Services:** means any Service identified as a beta, preview or similar. These may be offered as Free Services initially during any Trial Period.

**Branch:** means a discrete physical branch or location, or a separate division of the Customer's business.

**Brand:** means the PropertyNews® and PropertyPal® brands and all representations of the PropertyNews or PropertyPal trademarks including logos, devices, domain names and other Intellectual Property Rights owned or used by PropertyPal or its Group from time to time.

**Commercial Listings:** means any Listings of commercial property, i.e. any property not intended solely for domestic or residential use, including listings featuring land which is being sold in contemplation of potential development for commercial property, as may be more specifically described in PropertyPal's Listing Guidelines from time to time.

**Commercial Terms:** has the meaning given to it in clause 1.4.

**Confidential Information:** means in relation to either party or a member of its Group, any or all information of a confidential nature (whether in oral, written or electronic form) including trade secrets and information (whether or not of commercial value) known and belonging to that party and concerning its business (or the business of any member of its Group), which the recipient knows or is notified or has reason to believe is confidential to the disclosing party or a member of its Group, which shall expressly include PropertyPal's or a member of its Group products or services (including without limitation the Sites, Services and their ancillary documentation, any product or feature plans, and the pricing offered by PropertyPal and its Group (to the extent not publicly disclosed) (which shall be regarded as the confidential information of PropertyPal).

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010.

**Cookies Policy:** has the meaning given to it in clause 1.4.

**Customer:** has the meaning given to it in clause 1.1.

**Customer Information:** has the meaning given to it in clause 3.1(a).

**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.

**Feed Provider:** means any third-party data feed provider used by Customer to upload or receive data from the Sites.

**Free Service** means any Service that is provided without a charge.

**Feedback** means any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback on PropertyPal products or Services.

**General Terms** has the meaning given to it in clause 1.4.

**Group:** means, in relation to a company, that company or any subsidiary or holding company from time to time of that company and any subsidiary from time to time of the holding company of that company, and any references to a "member" of the Group shall be construed accordingly.

**Hosting Services:** means website development, and web, email and domain hosting services.

**Hosting Terms:** has the meaning given to it in clause 1.4.

**Information:** means the Advertisement Information, Valuation Information, Customer Information and the Property Information (together or separately, as the context requires), whether made available by a Customer or on their behalf, including as provided via a Feed Provider.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, including 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.

**Land Listing:** means a Listing of undeveloped land which is being sold for development purposes (a **Land Sale Listing**), or rented for other purposes (including any agricultural letting) (a **Land Rent Listing**), as may be more specifically described in PropertyPal's Listing Guidelines from time to time.

**Lead:** means either an email or telephone call received by a Customer from or in respect of any person who has contacted a Customer or whose details have been passed on using the contact form or contact details supplied on the Sites.

**Lead Content:** means any data or information generated by or resulting from the activities of a Lead.

**Listings:** has the meaning given to it in clause 11.1.

**Listing Services:** means the provision of features, content, applications and advertising services facilitating the upload of Property Information by a Customer and the publication of Listings and the provision of associated advertising services.

**New Home Listing:** means any Residential Sales Listing of a property (or type of property, as noted in clause 5.7 below) in a new-build development, as may be more specifically described in PropertyPal's Listing Guidelines from time to time.

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

**Privacy Policy:** has the meaning given to it in clause 1.4.

**Purpose:** means accessing and using the Services for their functionally contemplated purposes, and for the internal business use of a Customer only.

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

**PropertyPal:** has the meaning given to it in clause 1.1, and may also mean, where the context requires, the website located at [www.propertypal.com](http://www.propertypal.com).

**Residential Listing(s):** Includes both Residential Rental Listings and Residential Sales Listings.

**Residential Rental Listing:** means a Listing of a residential property (i.e. a property intended solely for residential use) which is being advertised for rent, as may be more specifically described in PropertyPal's Listing Guidelines from time to time.

**Residential Sales Listing:** means a Listing of a residential property (i.e. a property intended solely for residential use) which is being advertised for sale, as may be more specifically described in PropertyPal's Listing Guidelines from time to time.

**Services:** means the Listing Services, Support, the Agent Advantage Services, the Hosting Services (each as applicable), any other services PropertyPal may provide to the Customer from time to time.

**Sites:** means any mobile application, the websites located at [www.propertypal.com](http://www.propertypal.com) and <https://www.propertynews.com/> (**PropertyNews**) and any other website whose domain is owned or controlled or powered by PropertyPal or its via which Services are provided.

**Support:** means the standard support services to be provided by PropertyPal to each Customer in connection with the Sites, to be made available, unless otherwise specified, during PropertyPal's standard business hours (9am to 5.00pm UK time on Business Days) via the support methods made available by PropertyPal from time to time, in accordance with PropertyPal's support services policy in effect at the time that the Services are provided (if any) and subject to fair usage of the Support by Customer. Each Customer agrees to provide access to PropertyPal to their account where required in order to provide remote support. PropertyPal may also provide online support resources for Customers.

**Tariff:** has the meaning given to it in clause 1.4.

**Terms of Use:** has the meaning given to it in clause 1.4.

**Third Party Costs:** has the meaning given to it in clause 10.13.

**Third Party Products:** any third party software products, sites, applications or features incorporated into or available through the Sites.

**Trial Period:** means a free trial/proof-of-concept period for any Services, if offered to any Customer from time to time.

**Valuation Information:** has the meaning given to it in clause 3.1(f).

**Valuation Services:** means the Services offered as part of PropertyPal's Agent Advantage Services, including the public-facing Agent Advantage Instant Valuation tool, which can be used to obtain an instant valuation by Visitors (including Customers) (the **Instant Valuation Service**) as well as a customer-facing Agent Advantage Comparables tool, which can be used by Customers to review comparable properties when preparing valuation reports for customers, and to generate those reports using, among other things, historic listing data from PropertyPal (the **Comparable Service**).

**Valuation Reports:** means any reports that are produced by a Customer using the Valuation Services.

**VAT:** has the meaning given to it in clause 10.13.

**Visitor:** a visitor to the Sites (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 **person** includes a natural or legal person.
- 2.6** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.7** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 2.8** 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.
- 2.9** 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.
- 2.10** A reference to writing or written includes e-mail but excludes fax.
- 2.11** A reference to a party includes its successors or permitted assigns.

### **3. ELIGIBILITY**

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

- (a) all information submitted by Customer as part of its application to become a Customer and thereafter (together, **Customer Information**) or other Information provided to PropertyPal is at the date of its submission and will remain throughout the duration of the Agreement complete, true, accurate and not misleading in all respects and acknowledges that PropertyPal may rely on such Information and not seek to establish its reliability;
- (b) where Customer is or purports to represent a legal person, the person entering into the Agreement on Customer's behalf warrants and represents that it is entitled to act in this capacity and to bind such person (which shall be correctly specified as Customer in the relevant Commercial Terms / Customer Information, and perform all actions taken by Customer via the Services, including uploading any Information (including making it available to other Authorised Users, or publicly available to third parties);
- (c) 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 of the services offered by its business. For the avoidance of doubt, this is taken to require that a Customer: (1) deals with clients who buy, sell or rent freehold or leasehold properties or plots of land in the UK, including residential, commercial and agricultural, (2) is registered with and retains its registration with one of the two independent government approved redress schemes in the UK (unless exempt); (3) is registered with HMRC for anti-money laundering supervision; (4) has paid a data protection fee to the Information Commissioner's Office (ICO) unless exempt; (5) has professional indemnity (PI) insurance in place; (6) has Client Money Protection (CMP) in place if they are involved in the renting of property; and (7) will comply with any Applicable Law relating to its business activities (including those of any Advisor);
- (d) it is not dealing as a consumer for the purposes of the Consumer Rights Act 2015 or equivalent local legislation (as amended);
- (e) the property information provided by Customer 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 Customer 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;
- (f) all information or content (**Valuation Information**) curated or inserted by a Customer within any Valuation Reports it produces using the Valuation Services, including any property information, will be produced in respect of a specific property in respect of which a Customer has received instructions to prepare a paid Valuation Report from a Customer of the public, which shall be the only purpose for which a Customer shall use the Valuation Services;
- (g) all information or content (**Advertisement Information**) provided by Customer 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 a Customer in writing to place such advertisements on its behalf and approved the content of such advertisements in writing;
- (h) if an individual, Customer is 18 years of age or older; and
- (i) Customer's use of the Services will not violate any applicable law, regulation or code.

3.2 Without prejudice to its other rights, PropertyPal reserves the right to take any steps at any time to satisfy itself that all or any of Information provided by or on behalf of a Customer complies with the Agreement, including requiring a Customer to amend same, and a Customer shall provide all co-operation and assistance, or provide any further information, reasonably required by PropertyPal to so satisfy itself.

3.3 PropertyPal reserves the right, at its sole discretion, to terminate the Agreement and the provision of Services (or any part of them), or to remove, cause to be removed or decline to display any including any Information (including any Listings or advertisements posted by a Customer) immediately (and without notice) if at any time it considers that: (a) it is unable to satisfy itself that any Information is true and accurate in all respects; or (b) a Customer is in breach of any of the terms of the Agreement.

#### 4. SERVICES

4.1 In consideration of the fees set out in the Commercial Terms, PropertyPal will provide the Services for which Customer has subscribed, as well as Support for those Services, on and subject to the Agreement. The Agreement shall be formed once a prospective Customer has completed its application to become a Customer and PropertyPal has confirmed in writing its acceptance of that membership (the **Effective Date**). For clarity, different subscription terms shall then apply for subscriptions for particular Services, as noted in clause 16.2 below.

4.2 PropertyPal shall use reasonable endeavours to make the relevant Services available 24 hours a day, 7 days a week, except for scheduled or unscheduled maintenance periods, and to perform the Services with reasonable skill and care, but does not warrant that this objective will always be achieved. PropertyPal does not warrant that the use of the Services will be uninterrupted or error free nor that the Services will meet Customer's or its customer's or nominated Advisor's requirements. While PropertyPal will make reasonable endeavours to notify a Customer in advance, it may suspend temporarily or alter the operation of the Sites or Services at any time without notice to a Customer.

4.3 Customer acknowledges that PropertyPal's ability to provide the Services is dependent upon the full and timely co-operation of Customer (which Customer agrees to provide), as well as the accuracy and completeness of any information or data provided by Customer (where relevant). Accordingly, Customer 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.

4.4 PropertyPal will determine the manner in which the Services are provided and reserves the right to make changes to the Services from time to time and to undertake such promotion of the Sites as it sees fit.

#### 5. PROPERTY INFORMATION, ADVERTISEMENT INFORMATION AND LISTINGS ON THE SITES

5.1 Customer 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 Sites (including permission from a homeowner or their authorised representative to market the property the subject of any Listing as applicable), or to incorporate relevant Valuation Information into, and produce (or facilitate the production of) Valuation Reports using, the Valuation Services, 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 (but for clarity does not retain archival copies of any Valuation Reports prepared using the Valuation Services). In the event of any loss or damage to the Information, Customer'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 Sites, specifically, Customer shall be entitled to upload, amend or remove existing listings or Customer'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. Customer shall not be permitted to materially amend existing listings to the extent that they advertise a property that is different from that originally listed. Customer may manually upload any further listings onto their own website and elect to also upload such listing to the Sites. From time to time, PropertyPal may capture any listings not previously captured, or receive listings from Customers, and shall display same on the Sites. Customer hereby acknowledges and agrees that PropertyPal is authorised to perform such data capture.

5.3 Customer acknowledges that the Advertisement Information it provides in respect of its nominated Advisor shall be attached to all Listings posted by that Customer on the Sites. A Customer'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. A Customer 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 Applicable Law (including the FCA handbook and all relevant guidance therein) and be delivered using reasonable skill and care, and a Customer shall be responsible for same. PropertyPal shall have final editorial discretion on the format of any Advertisement Information provided and whether it meets PropertyPal's requirements.

5.4 A Customer 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. A Customer shall also procure that the Advisor shall retain a record of all leads generated through advertisements featured on the PropertyPal Site.

- 5.5** A Customer 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. A Customer 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 Sites, and any Information included therein, shall comply with the Agreement.
- 5.7** All Listings, whether relating to sale or rental properties, shall refer to one property or plot of land only, and shall include any material information relevant to the property listed as specified by the National Trading Standards Estate & Letting Agency Team. The exception shall be New Home Listings, where the Customer may list one type of new home per listing (i.e. any Listing must have the same property specifications, including name, design, list price, square footage and so on).
- 5.8** Without prejudice to the generality of our general right to remove any listings, any Information featured on any listing, or any other Customer Information where they do not comply with the Agreement, PropertyPal reserves the right to remove from the Sites 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** Customer must handle all Listings itself, and not permit customers any access to the Services, including allowing customers to upload Listings or set prices. Customer must provide all relevant estate agency services in respect of each 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 Listing. Customer may not permit customers or third parties to upload details of Listings to their own proprietary software systems which then connect to the Services, e.g., allowing customers or third parties to indirectly upload Listings themselves, without proper oversight and review of the content of any such Listings by one of Customer's employees.
- 5.11** Customer shall not use PropertyPal's name, logo, trade or service marks in a defamatory or derogatory manner or in any way that might bring PropertyPal or its Affiliates, directors or employees into disrepute

## **6. UNACCEPTABLE CONTENT**

- 6.1** Customer warrants and represents that any Information posted on the Sites or processed through the Services 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:
    - (i) Listings or Advertisement Information may include a name, telephone number, business address, email or other contact information relating to an employee of the relevant Customer listing the property or the nominated Advisor the subject of that advertisement; and
    - (ii) Valuation Reports produced using the Comparable Service may include a name, telephone number, business address, email or other contact information for the employee of the relevant Customer responsible for the Valuation Report, or details of any street addresses for any comparable properties used for the purposes of preparing the Valuation Report, and the name of the vendor of the relevant property;
  - (b) any content soliciting personal information from anyone under 18;
  - (c) any content that PropertyPal deems offensive, or which is not in compliance with PropertyPal's Listing Guidelines or other relevant compliance guidelines published or made available from time to time;
  - (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 Sites / Listings only, any advertising or marketing content (including any photographs or videos displaying anything other than interior or exterior photographs or audio-visual recordings of the property being listed, or photographs or videos otherwise taken within the geographical perimeter of the property (such photographs or videos may contain a watermark relating to the entity taking same, but no other marketing or advertising content or logos), save for any approved Advertisement Information relating to a Customer'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 Applicable Law; 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; or
  - (j) any content that PropertyPal otherwise considers (in its reasonable discretion) to be prejudicial to the interests or reputation of PropertyPal and/or its business or that of its Group companies.

Despite the restrictions set out in this clause 6.1, it is possible that Information provided by other persons or entities to us for inclusion on the Sites 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. The parties acknowledge and agree that PropertyPal has no duty to, and shall not, pre-screen, control, monitor or edit Information.

- 6.2** Customer must comply with the Estate Agents Act 1979 (as amended), in relation to Northern Ireland, as applicable, and all other Applicable Law relevant to the services provided by Customer 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 Sites and through your use of the Sites 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, junk email or spam mail 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, including to use the Valuation Services to produce unsolicited Valuation Reports for such purposes;
- (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 Sites or Services or the networks or services connected to same;
- (e) attempting to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software or documentation relevant to the Services in any form or media or by any means or to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of such software;
- (f) accessing all or any part of the Services in order to build a product or service which competes with the Services;
- (g) interfering with, seeking to alter, amend or remove any disclaimers or copyright notices attached to any PropertyPal material or content, including as incorporated into any Valuation Report produced using or via the Valuation Services;
- (h) attempting to impersonate another person or entity;
- (i) using the account, username or password of another Customer 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 other than an employee of the Customer (for example one of a Customer's customers) to upload a Listing or access relevant Services directly;
- (j) allowing any Affiliate or other Branch to upload Listings or use the Services in connection with properties where that Branch has received direct instructions;
- (k) selling or otherwise transferring your account for the Services;
- (l) using any information obtained from the Sites or Services in order to harass, abuse, or harm another person or entity;
- (m) using the Sites or Services in a manner inconsistent with any and all applicable laws, regulations and codes;
- (n) 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;
- (o) 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;
- (p) 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;
- (q) falsifying the true ownership of software or other material or information contained in files made available via the Sites or Services.

## **8. THIRD PARTY PRODUCTS AND INTEGRATIONS**

**8.1** Customers may use standalone Third Party Products when accessing the Services, for example where it uses application that integrate with or export data feeds to the Services or use the Services to authenticate or access another service, or as may be incorporated into the Services. While the Agreement represents our agreement with Customer (including where we resell any Third Party Products), third party terms shall otherwise govern the direct relationship between a Customer and those third parties. Whilst PropertyPal takes no responsibility for Customer's adherence to such terms or the actions taken by such third-parties, Customer warrants and represents that it will honour and adhere to such terms when using the Services and that Customer will not hold PropertyPal responsible for any interactions with such third parties or their terms, including for wrongful or negligent acts or omissions, or breaches of contract.

**8.2** PropertyPal does not control the content, messages or information found in or on or accessible through any Third Party Products accessible through or integrated with the Services. PropertyPal disclaims and will have no liability regarding such Third Party Products and any actions resulting from Customer's or its Authorised Users' use of the same. Such sites or services' availability does not mean PropertyPal endorses, supports or warrants such Third Party Products.

## **9. THIRD PARTY CONDUCT**

**9.1** Customer shall ensure that only its authorised persons have access to the Services and its login for the Sites, and keep secure and treat as Confidential Information any login details or password for the Sites or Services.

**9.2** Customer is responsible for violations of the Agreement by anyone using the Sites, updating Listings and/or availing of Services we provide to Customer with Customer's permission, or on an unauthorised basis as a result of Customer's failure to use best security precautions to secure its login details or the Services we provide to Customer at Customer's end. Customer's use of the Services to assist another person in an activity that would violate the Agreement if performed by Customer is a violation of the Agreement.

**9.3** Customer 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 Customer's authorisation, including through a Trojan horse or virus.

## **10. PAYMENT – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

**10.1** In return for provision of the Services, you agree to pay the fees set out in the applicable Commercial Terms or Product Terms and to comply with the Agreement.

- 10.2** The payment options available to each Customer are (as set out from time to time on [www.propertypal.com/waystopay](http://www.propertypal.com/waystopay)): -
- 10.3** 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 Customer chooses to pay otherwise than via direct debit, a £5 per month administration charge will be levied by PropertyPal. If any payment does not clear, for example, a cheque bounces, a further £5 fee will be payable.
- 10.4** 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.
- 10.5** 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.
- 10.6** 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.
- 10.7** Customer may not make payment to PropertyPal by any other means other than those detailed above without PropertyPal's prior authority provided to Customer in writing or electronic mail.
- 10.8** If Customer is paying by credit card, direct debit or other online payment methods, it authorises PropertyPal to charge Customer's credit card, bank account or other online payment methods for all fees payable under the Agreement. Customer further authorises PropertyPal to use a third party to process payments and consent to disclose Customer's payment information to such a third party. Customer must keep its contact information, billing information and credit card information (where applicable) up to date through its account.
- 10.9** 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 or specified in the Product Terms).
- 10.10** If PropertyPal has not received payment within 14 days of the due date for payment, then, without prejudice to any other rights and remedies of PropertyPal: PropertyPal may, without liability to Customer, disable Customer's account and access to all or part of the Services and remove all or any of Customer'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 Customer. 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). PropertyPal reserves the right to charge a Customer its reasonable administration costs in dealing with any failed payments and/or its costs in relation to pursuing outstanding amounts (including legal fees and expenses). If a Customer's account is suspended (or de-activated in accordance with our Tariff), a re-activation fee of £249 (ex VAT) will be chargeable as a pre-requisite to the suspension being lifted, or the account being re-activated.
- 10.11** 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.
- 10.12** 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.
- 10.13** Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on PropertyPal's net income or gross revenue) imposed or become due in connection with the provision of Services to Customer under the Agreement. Any fees set out in the Commercial Terms or Product Terms shall be exclusive of value added tax or other applicable sales or consumption tax (VAT) and, in respect of Hosting Services only, any costs of Third Party Products included, featured on or relating to those aspects of the Sites specific to Customer 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 Customer at cost plus reasonable administrative charges and mark-up (which may be specified in the Commercial Terms from time to time).
- 10.14** Time for payment and performance of Customer's other obligations shall be of the essence of the Agreement.
- 10.15** 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.
- 11. WARRANTIES & INDEMNITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**
- 11.1** Each Customer 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 Sites (whether received by way of manual upload or data capture or otherwise) (the **Listings**).
- 11.2** Each Customer warrants, represents and undertakes that:

- (a) it holds the necessary rights to permit PropertyPal to use and reproduce the content of all 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 Customer 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 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 Customer warrants, represents and undertakes that the use, reproduction, distribution or transmission of the content of all 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 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 Customer;
- (e) no Listing shall contain any advertising or marketing content (including any photographs or videos displaying anything other than interior or exterior photographs of the property being listed, or photographs or videos otherwise taken or recorded within the geographical perimeter of the property (such photographs may contain a watermark relating to the entity taking or recording same, but no other marketing or advertising content or logos), save for any approved Advertisement Information relating to a Customer'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 Listings, including ensuring that each Listing is properly categorised when it is uploaded to the Sites (i.e. properly designated as a Residential Sales Listing (and New Home Listing where applicable), Residential Rental Listing, Agricultural Listing, Land Listing or Commercial Listing). PropertyPal shall use its discretion, in accordance with its Listing Guidelines, as to whether any Relevant Property / Listing is properly categorised and listed for advertisement on the Sites;
- (h) it shall not, in any of the Listings, seek to advertise or promote any competitor of PropertyPal or its Group;
- (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 its use of the Services, where such information has been made available to you (including any Lead Content), and whilst it shall act as a discrete data controller with respect to any personal data comprised in any Lead Content, shall not process such personal data for any purpose other than, to the extent an individual has made enquiries relating to a particular service or property, responding to them regarding and servicing that property or service alone), and comply with the additional requirements around data protection set out in the Hosting Terms, where applicable;
- (j) no 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;
- (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;
- (l) each Listing relates only to an unsold/unlet property or land, where Customer has received an instruction from the owner, agent or developer to sell or let such property or land; and
- (m) it shall provide to PropertyPal a valid and functioning email address and telephone number and will immediately advise PropertyPal of any changes that would prevent Customer from receiving emails or calls. If Customer's nominated contact methods are not able to receive messages or calls, PropertyPal will not be liable for any loss Customer suffers as a result of not receiving emails or calls.

**11.3** Each Customer 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 Customer of the Agreement. This clause 11.3 shall continue in full force and effect notwithstanding any suspension, expiry or termination of the contractual relationship.

**11.4** PropertyPal warrants to each Customer 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 Customer.

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

**12.1** 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.

**12.2** 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 in respect of which the liability arose over the 12 months immediately preceding the date of the relevant claim.

**12.3** PropertyPal makes no representations and hereby disclaims all warranties (express or implied), save as expressly set out herein,



to the fullest extent permitted by law.

- 12.4** 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 technological failure or any other interruption or failure or other condition beyond the reasonable control of PropertyPal.
- 12.5** PropertyPal does not guarantee the quality or quantity of Leads a Customer may achieve through any relevant Services. No refunds or credits will be given by PropertyPal for failure to provide a certain number of Leads.
- 12.6** 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.
- 12.7** Any dates given or timeframes provided by PropertyPal in respect of the Services, including within the Commercial Terms, shall be estimates only.
- 12.8** You may use standalone third party applications (as Third Party Products) 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.
- 12.9** PropertyPal shall not be liable for any liability caused by any breach of the Agreement by a Customer or by a Customer using, altering or manipulating any data provided by PropertyPal or changing the manner in which such data is displayed or provided.
- 12.10** You acknowledge that the nature of the Valuation Services and the data made available through them is such that PropertyPal relies on Customers, their authorised users, and other third party sources for all information which it features or uses in delivery of the Services (other than the underlying algorithms) and that PropertyPal does not have the means to establish the accuracy, relevance or completeness of that information (including information provided by the Customer). PropertyPal makes no representation or warranty about the accuracy, relevance or completeness of that data and the data is not intended to be, and must not be treated by Customer as, entirely accurate, relevant or complete but as an algorithmic calculation based on an aggregation of the content and data available to PropertyPal at the time of provision and subsequently made available to Customer. Accordingly, it is important that if Customer has reason to believe that any Information it has accessed or uploaded through the Services is or may be false, misleading, irrelevant or incomplete it must notify PropertyPal accordingly.

Where a Customer relies on the Comparables Service to produce their own valuation reports, they must ensure that any copyright notice or disclaimer is maintained in any Valuation Report issued using the Comparables Service, and that they do not interfere with, edit or otherwise tamper with same. A Customer also acknowledges that it is their responsibility (and their responsibility alone) to review any comparables proposed for the purposes of a valuation by the Comparables Service. The disclaimers issued by us on relevant valuation reports are also deemed incorporated into the Agreement.

- 12.11** PropertyPal accepts no responsibility or liability for any mistakes or errors whatsoever that arise during the course of publication of any Listings or Information and will not be liable to Customer or any other party for any loss of copy, artwork, photographs, data or other materials which Customer supplies to it and Customer will be solely responsible for retaining in its possession sufficient quality and quantity of such materials for whatsoever purposes it may require.
- 12.12** The parties acknowledge that clauses 11.8 and 12 have been reviewed and understood and are a material part of these terms, and that each party has had the opportunity to seek legal advice regarding these clauses. In addition, Customer acknowledges and agrees that the provisions of these clauses are reasonable.

### **13. INTELLECTUAL PROPERTY**

- 13.1** You shall grant PropertyPal a non-exclusive, royalty-free, perpetual, freely transferable and freely sub-licensable licence to copy, reproduce, display, publish, adapt and otherwise use any Information and content received by PropertyPal from you, including Feedback and any information derived from same, for any purpose. You also agree to waive, or procure the waiver of, any moral rights in same (to the extent applicable). This shall not prejudice your sole responsibility for the legality, reliability, integrity, accuracy and quality of such Information and the means by which you acquired same.
- 13.2** 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. This includes any Valuation Reports, which you may not disclose, reproduce or create any derivative works from, save that you may freely reproduce, stored or transmit (without PropertyPal's consent) any Valuation Reports produced using PropertyPal's Comparables Service, provided that the relevant template disclaimer and copyright notice included by PropertyPal thereon are replicated in their entirety and on the basis that any recipient consents to receive the Valuation Report on such basis.
- 13.3** Customer shall be entitled to, on a non-exclusive basis for the duration of the Agreement and subject to any branding guidelines specified by PropertyPal from time to time, display any marketing material provided by PropertyPal at its Branch premises, provide a link on its website to the Sites and include a copy of PropertyPal's logo in its sales and advertising materials, provided it does

so fairly and legally and in a way that does not damage PropertyPal's reputation or take advantage of it. Customer must not establish any link or exercise such rights in such a way as to suggest any form of association, approval or endorsement on PropertyPal's part where none exists. Customer must not establish a link to PropertyPal's Sites on any website that Customer does not own unless Customer has relevant authorisations. The website in which Customer is linking must comply in all respects with the content standards set out in the Agreement. PropertyPal reserves the right to withdraw these permissions without notice.

**13.4** PropertyPal and/or any members of its Group owns all the Intellectual Property Rights in their Brands. Save as otherwise provided has no right to use the Brands.

**13.5** PropertyPal is the exclusive owner of and controls all rights in the Sites and in any content created by it which is derived from the Property Listings. All Intellectual Property Rights in or arising out of or in connection with the Sites or the Services are owned by PropertyPal (or its licensors) and nothing in this Agreement shall grant to Customer any right, title or interest such rights other than the right to use the same in accordance with this Agreement.

#### **14. FREE SERVICES AND BETA SERVICES**

**14.1** Customer acknowledges that all Free Services (including in this section any Beta Services (i.e. preview or early access Services)) may be subject to change at any time without notice. Customer uses Free Services entirely at its own risk. PropertyPal gives no warranties whatsoever, and to the extent permitted by law, accept no liabilities whatsoever regarding the Free Services and their use by Customer.

**14.2** Access to the Free Services and Beta Services (which have not been paid for) is permitted temporarily, and PropertyPal may suspend, withdraw, discontinue or change all or any part of the Free Services, either generally or to Customer specifically, at any time, for any reason, with or without notice. PropertyPal will not be liable to Customer if, for any reason, the Free Services are unavailable at any time or for any period.

**14.3** Customer acknowledges and agrees that access and use of any applicable Free Services or Beta Services PropertyPal offers constitutes reasonable and sufficient consideration. In return for that access, Customer is willing to adhere to the terms of the Agreement.

**14.4** As a Beta Services user, Customer may get access to information that isn't yet publicly available about new products and features that PropertyPal plans to offer. Given the nature of this information, it is important that Customer keeps it confidential. Customer agrees that any Beta Service information that isn't yet in the public domain, for example, information about a preview for a new Beta Service, is PropertyPal's Confidential Information, whether or not expressly labelled as such. Customer agrees only to use such Confidential Information to test and evaluate the Beta Service, not for any other purpose. Customer also agrees not to disclose, publish, or share any Confidential Information with or to any third party unless it has set up the Beta Service in such a way that expressly encourages this (for example, where Customer is part of a forum PropertyPal has organised to trial or discuss a new Beta Service).

**14.5** PropertyPal's Confidential Information relating to Beta Services does not include information that is: (a) (or becomes) publicly available without breach of the Agreement through no act or inaction on Customer's part (for example, where a previously private Beta Service is rolled out as a regular Service by us); (b) independently developed by Customer without breach of any confidentiality obligation to PropertyPal or any third party; or (c) disclosed with Customer's express written permission from PropertyPal. If Customer is required to disclose Confidential Information according to any order by a court or regulatory authority with jurisdiction over PropertyPal, it may do so provided that PropertyPal has been given reasonable advance written notice to object (unless prohibited by law) and the disclosure is limited to the maximum extent possible to comply with such an order of law.

#### **15. CONFIDENTIAL INFORMATION**

**15.1** PropertyPal and Customer agree to keep confidential, any Confidential Information obtained from the other 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 15 shall survive expiry or termination of Customer's registration with PropertyPal.

**15.2** For clarity, any Information shall not be treated as the Confidential Information of the Customer, and PropertyPal will be permitted to issue announcements and releases relating to the Agreement, the transactions contemplated by it, the identity of a Customer and the relationships between the parties without the prior consent of a Customer.

#### **16. TERM & TERMINATION**

**16.1** The Agreement shall not come into force unless waived by PropertyPal, an application from a Customer is received by PropertyPal, or PropertyPal starts providing any Services, at which point PropertyPal and a Customer shall be deemed to have entered into a legally binding Agreement (on the basis outlined herein) in respect of the relevant Services. The Agreement shall continue unless and until terminated in accordance with its terms.

**16.2** The agreement between PropertyPal and a Customer for any Services is open-ended, commencing on the date the Customer first creates its account or enters into the Agreement and continuing indefinitely unless or until terminated by either party in accordance with its terms. Generally, a Customer shall only be entitled to terminate the Agreement for convenience on at least one month's notice to PropertyPal, such notice to expire at the end of a calendar month, or sixty (60) days' notice where on a rolling monthly membership plan. PropertyPal shall be entitled to terminate the Agreement, or any relevant element thereof, including any relevant Services or subscription for same, at any time on 14 days' notice to Customer. However, as noted in more detail in PropertyPal's pricing Tariff, Customers who have agreed Commercial Terms with PropertyPal for a fixed term membership

plan shall be tied into that fixed contract term for the duration specified in and subject to the further terms specified in the relevant Commercial Terms and then current pricing Tariff.

- 16.3** Without affecting any other right or remedy available to it, either party may terminate the Agreement (and the provision of Services) (or any live subscription) 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 16.3; or the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 16.4** On expiry or termination of the Agreement for any reason, any fees due to PropertyPal from Customer shall become immediately payable, any other provision of the Agreement notwithstanding.
- 16.5** 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. For clarity, any licences granted by PropertyPal to the Customer shall terminate, but any licences granted by a Customer to PropertyPal shall survive such termination (including in respect of any Information), and the Customer shall immediately cease using the Services and permanently delete any access passwords for the Services. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement, which existed at or before the date of termination shall not be affected. Where the Agreement terminates or expires earlier than the natural expiry of any fixed subscription term for a membership plan the Customer shall also be required to pay to PropertyPal, upon immediate demand, as liquidated damages, as sum equal to the total payments for Services it would otherwise be liable to make through to the natural expiry of the fixed subscription term.
- 17. GENERAL**
- 17.1** Customer 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 Customer.
- 17.2** 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. No single or partial exercise of any right or remedy by PropertyPal shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.3** 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.
- 17.4** No party other than PropertyPal or Customer shall have any rights to enforce any provision of the Agreement.
- 17.5** 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. Customer 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.
- 17.6** PropertyPal reserves the right to alter or amend any terms comprising the Agreement by giving Customer 14 (fourteen) days' prior notice and by displaying the notice on the Sites in the "Terms and Conditions" section. If Customer does not agree to any new or amended terms it must inform PropertyPal immediately by emailing [partnerships@propertypal.com](mailto:partnerships@propertypal.com) otherwise Customer will be deemed to have accepted same. Customer 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, and the Agreement shall be deemed terminated from the expiry of the relevant notice period.

- 17.7** In providing the Services, and in order to provide any notices contemplated under the Agreement or otherwise update the Customer regarding developments to the Services, PropertyPal may contact a Customer by post, telephone, electronic means, including e-mail and other electronic media and a Customer shall maintain a valid working e-mail address for contact purposes via its account and shall immediately notify the Company of any change of such e-mail address. A Customer must serve any notices under the Agreement by emailing [partnerships@propertypal.com](mailto:partnerships@propertypal.com).
- 17.8** Nothing in the Agreement is intended to establish an exclusive arrangement between a Customer and PropertyPal nor any partnership or appoint either party the agent of the other, or otherwise authorise either party to commit the other in any way whatsoever. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 17.9** Neither party shall directly or indirectly solicit or entice away from the employment of the other party any person employed or engaged by the other party during the term of this Agreement or for a period of 6 months after the expiry or termination of this Agreement other than as the result of a national advertising campaign open to anyone and not specifically targeted at the staff of the other party.
- 18. CHOICE OF LAW & JURISDICTION**
- 18.1** 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.

## SCHEDULE 1 - PROPERTYPAL® - PRICING TERMS

This Schedule sets out PropertyPal's current pricing across its (and its Group's) full range of Services, which shall take effect from 1 November 2024<sup>1</sup>.

### WHY?

PropertyPal's membership plan has been designed to ensure a fair rate to advertise property listings and allow customers to avail of our supporting innovative technology solutions within the package at no extra cost. Put simply, the more properties a customer advertises, the more they pay. The fewer properties a customer advertises, the less they pay.

In our view, membership plans are, the most cost-effective option for customers, but the alternative pay-per-listing plan will remain available to customers should the customer feel it is more suited to their business needs.

Our new pricing model introduces an option for customers to sign up for fixed term membership deals (which are still paid monthly), and benefit from a discounted monthly membership fee.

### SUMMARY

Any customers wishing to list any listings, including Residential Listings Commercial Listings, Agricultural Listings, or Land Listings may do so either on a pay per listing basis, or through a membership account<sup>2</sup>, with a fixed monthly subscription that will allow the Customer to place unlimited listings<sup>3</sup>.

Customers who have multiple Branches within an overall group structure can be on a combination of pay-per-listing and membership plans which are each assessed on a per Branch basis, which each Branch being treated as a different customer.

### MEMBERSHIP ACCOUNTS

As noted above, we feel our membership plans are the most cost-effect offering for our customers, particularly with our new fixed term contract pricing options.

Customers on a membership plan benefit free of charge from all of our premium Agent Advantage® Services, which are currently only available on a paid basis to non-members. Our Agent Advantage® Services are available to pay per listing Customers on an optional / per-module basis (other than enhanced branding on Listings (i.e. Agent Advantage® Valuation), which will only remain available to customers on a membership plan).

Other benefits are also offered exclusively to our PropertyPal members, which are set out in more detail here: <https://www.propertypal.com/best-of-both><sup>4</sup>.

### MEMBERSHIP PLAN

Under this plan customers can add unlimited listings, in any category (i.e. Residential Listings (including New Home Listings), Agricultural Listings, Land Listings and Commercial Listings).

Memberships are subject to tiered pricing, which are calculated and applied by PropertyPal based on each customer's Residential Sales Listings and Residential Rental Listings on PropertyPal in each calendar year (running to the end of December each year).

### HOW ARE TIERS DETERMINED?

Only residential re-sale and lettings determine the tier assignment. Tiers are calculated based on the number of listings in the previous 12 months in a weighted system whereby:

1 Residential Sale Listing (excluding New Home Listings) = **1.25 weight**

1 Residential Rental Listing = **0.5 weight**

1 New Home Listing = **0 weight**

1 Commercial Sales Listing = **0 weight**

1 Commercial Rentals Listing = **0 weight**

<sup>1</sup> We will endeavour to provide customers with 6 weeks' notice of any future changes to pricing terms.

<sup>2</sup> Which Customers will either have subscribed for already, or may apply for.

<sup>3</sup> Although the number of residential listings placed in a given year will dictate their pricing tier for the subsequent year, as we explain in more detail below. For clarity, we also reserve the right to remove any Customer from a membership plan at any time. Our membership plans are intended for Customers who are listing all or primarily all of their properties on our Site, rather than listing properties on an exceptions-only basis, and PropertyPal must be satisfied, in its reasonable discretion, that this is the case, and that, for example, all types of properties are being added and not one form of property including, but not limited to, New Home Listings, given the way in which our tiered pricing model is calculated and so as to ensure our pricing works fairly for all Customers.

<sup>4</sup> Please note that these membership benefits and features may change from time to time.

- 1 Land Sale Listing = **0 weight**
- 1 Land Rent Listing = **0 weight**
- 1 Agricultural Listing = **0 weight**

## HOW IS PRICING CALCULATED?

The current tiers (which only impact the monthly pricing of the membership plan (either under the rolling monthly or the 12 month fixed term contract subscription)<sup>5</sup> are set out below:

Number of Weighted Residential Listings in the past 12 months	Tier No:	Rolling Monthly Fee (ex VAT)	12 Month Fixed Term Contract Monthly Fee (ex VAT)
0 – 49	Tier 1	£179	£169
50 – 99	Tier 2	£339	£319
100 – 149	Tier 3	£529	£499
150 – 199	Tier 4	£669	£629
200 – 249	Tier 5	£799	£759
250 – 299	Tier 6	£919	£869
300 – 349	Tier 7	£1,019	£969
350+	Tier 8	£1,049	£999

Charging tiers are calculated retrospectively, based on each customer’s activity in the preceding 12-month period (based on a calendar year ending in December).

We aim to write to customers each year, notifying them of their tier calculation and the relevant pricing that will apply from the following month in the given year. Changes to the assigned tier and the associated monthly fee will then take effect from that date, and as long as the customer continues on a membership plan the relevant monthly pricing tier for that year will continue to apply.

## FIXED TERM CONTRACT PLANS

Any customers on a membership plan may request at any time to be moved on to a fixed term contract subscription by emailing [partnerships@propertypal.com](mailto:partnerships@propertypal.com) and signing a contract proposal form (which is available on request). The only difference between the fixed term subscription and our rolling monthly plan is that the customer is committing to continue to pay a membership subscription for an agreed fixed term (of the duration set out in their contract form, but 12 months by default if nothing is specified) from the date the subscription is signed (or the later date specified as the start date in the contract proposal form), notwithstanding whether they no longer wish to remain as a PropertyPal customer, or move to a pay-per-listing model, and in doing so will benefit from a discounted rate on our standard rolling monthly fee for the relevant tier to which that customer is assigned over the duration of their subscription.

Changes from a rolling monthly membership plan to a fixed term membership plan will take effect from the date set out in the proposal signed between us and the customer to facilitate the contract, but will typically take effect from the start of the next billing cycle or calendar month following the billing cycle in which the contract is signed (such that the Customer starts paying their discounted rate at the start of the next billing cycle).

At the end of any fixed term subscription the customer shall revert to our standard rolling monthly fee structure, at the then current pricing, but may contact us via [partnerships@propertypal.com](mailto:partnerships@propertypal.com) to agree a new fixed term plan.

For clarity, customers on a multi-year fixed term contract may be moved between assigned tiers (as described in the “**How is Pricing Calculated?**” paragraph above) part-way through their fixed term subscription, but the discounted fee structure set out above will still apply. For customers on a 12-month fixed term contract, both your tier & tier rate will remain unchanged during the contract period<sup>6</sup>.

For example, if a customer signs up to a two year fixed term subscription in at the end of June 2025, and are listed in Tier 4 at that time, and their usage is re-assessed at the end of December 2026, and they are moved to Tier 3, the discounted fees set out for Tier 4 or Tier 3 will apply as relevant. Save for customers on a 12-month fixed term contract, the discounts offered by PropertyPal for fixed term deals apply to the relevant Tier to which the customer is assigned, as noted above, and do not fix customers into specific tiers, regardless of their usage levels.

## PAY PER LISTING ACCOUNTS

Pay per listing accounts are required to make the following payments per Listing<sup>7</sup>:

**Residential Sales Listings:** £48 (ex VAT) per Residential Sales Listing

<sup>5</sup> Other (longer) fixed term pricing options are available, with pricing and details available on request.

<sup>6</sup> Provided PropertyPal is satisfied, in our reasonable discretion, that a Customer is listing all or predominantly all of their properties on the Sites.

<sup>7</sup> These payments entitle Customers to list on both of our Sites, and automatically, unless a Customer wishes to only list certain properties on an exemption only basis on PropertyPal, Listings placed on PropertyPal will automatically be exported to PropertyNews.

**Residential Rental Listings:** £27.50 (ex VAT) per Residential Rental Listing

**New Home Listings:** £100 (ex VAT) per New Home Listing (permits multi-unit listings where units are of the same type, as set out in clause 5.7 above)

**Commercial Sale Listing:** £28 (ex VAT) per Commercial Sale Listing

**Commercial Rental Listing:** £20 (ex VAT) per Commercial Rental Listing

**Land Sale Listing**<sup>8</sup>: £28 (ex VAT) per Land Sale Listing

**Land Rental Listing:** £20 (ex VAT) per Land Rental Listing

**Agricultural Sale Listing:** £28 (ex VAT) per Land Sale Listing

PropertyPal must be satisfied, in its reasonable discretion, that the correct criteria apply to any Listing submitted by a Customer. Additionally, where we judge (in our discretion) that a Customer exclusively or predominantly lists New Home Listings, we may require them to sign up for a membership plan (which will require them to list all or predominantly all of their other Relevant Listings on PropertyPal (see Fn 3 above)), and they may not be eligible to do so on a pay-per-Listing plan.

There is no cap on the total payments required for any listings in any given month (i.e. the customer needs to pay for each property that they list)<sup>9</sup>.

Any new pay-per-listing subscriptions will be required to pay a one-off admin fee of £249 (ex VAT) to set up the customer's account<sup>10</sup>.

All pay-per-listing accounts are deactivated if no new, unique, listings (i.e. properties that have not previously been listed on PropertyPal – properties that have been previously listed and are being re-uploaded are not considered for these purposes) are added in any aggregate 6-month period. Existing "live" listings are not factored into this calculation – only new listings are considered. Customers may not be notified in advance if their account is about to be de-activated, as this process is automated.

On suspension or disablement of a customer's account, any listings associated with their account may be automatically cancelled.

If an account is de-activated it will be subject to a re-activation fee of £249 (ex VAT) thereafter.

## **AGENT ADVANTAGE® MODULE PRICING AND PAYMENT TERMS FOR PAY-PER-LISTING CUSTOMERS**

For Customers on a pay-per-listing plan who wish to subscribe for our Agent Advantage® tools, the following pricing structure applies (on a per-module basis):

- **Agent Advantage® Comparables:** £149 (ex VAT) per month
- **Agent Advantage® Intelligence:** £149 (ex VAT) per month
- **Agent Advantage® Inbox**<sup>11</sup>: £149 (ex VAT) per month

Customers will be able to view the Agent Advantage® modules they have subscribed for within their account section within their PropertyPal account settings and can contact PropertyPal directly should they wish to cancel a subscription for any Agent Advantage module or subscribe for a separate module. There will not be a fixed term contract and Customers can notify us at any time.

Any cancellation of a subscription for a particular module will take effect within sixty (60) calendar days following the end of the day on which the customer notifies us that they wish to end a subscription for the relevant module<sup>12</sup>.

Agent Advantage subscription payments will be monthly in arrears at the end of each month and are payable on demand. If any particular module is subscribed for mid-month, the fee will be pro rated amount for that month (to reflect the Customer's usage).

<sup>8</sup> If any Land Sale Listing or Agricultural Sale Listing meets our criteria for a Residential Sale Listing, we reserve the right to upgrade the listing and feature it in our Residential Sale Listings. In these circumstances the applicable fee would be the full fee for a Residential Sales Listing, and the property would be listed in both the Land Sale Listing (or Agricultural Sale Listing and Residential Sale Listing categories).

<sup>9</sup> The only exception to this will be customers on a "Student Listing" pay-per-listing plan, applicable to Customers who, at PropertyPal's sole discretion, we assess primarily list Residential Rental Listings intended for students. These Customers will be required to pay the standard fee per each Residential Rental Listing listed, subject to a threshold of payments for 25 Residential Rental Listings, with any other Residential Rental Listings thereafter (in any given month) being free of charge. This threshold will reset every month, and only applies to Residential Rental Listings intended for students.

<sup>10</sup> Does not include existing membership plan customers, who must pay a fee to switch to a pay-per-listing plan, but calculated in a different way, as set out further below.

<sup>11</sup> The various Agent Advantage modules are described in more detail here: <https://www.propertypal.com/agent-advantage>. Additional modules may be added in future, which will be available as standard to Customers on a membership plan but must be separately subscribed and paid for by Customers on a pay-per-Listing plan.

<sup>12</sup> Note that a pro-rated subscription fee will apply (based on the customer's relevant modules and pricing) for the part of any month over which such notice period falls (short of a full month). All Agent Advantage module access will be immediately withdrawn following the end of the sixty (60) day notice period.

As noted above, Agent Advantage® Valuation (i.e. enhanced branding on Listings) is not available to Customers on a pay-per-Listing account.

## **CHANGING FROM A MEMBERSHIP ACCOUNT TO A PAY PER LISTING ACCOUNT OR VICE VERSA**

As noted above we aim to write to all customers on a membership plan each year notifying them of the applicable pricing tier and corresponding monthly fee for their account.

Customers are able to view their membership plan within their account section within their PropertyPal account settings and can contact PropertyPal directly should they wish to move from any membership account to a pay-per-listing account or vice versa.

Save for customers on a fixed term contract, who can only make this election at the end of their then current fixed term contract, this decision can be notified to us at any time.

Any customers changing from a membership plan to a pay per listing plan will be required to pay a one-off admin fee of (a) £149 (ex VAT); or (b) 50% of one month's membership fee (based on the customer's pricing tier at the date they notify of the proposed switch), whichever is cheaper, to set up the customer's pay per listing account. There is no fee for switching from a pay per listing plan to a membership plan. Anyone moving to a pay per listing plan must also set up a direct debit mandate with us and will not be able to pay via any other payment methods. To be clear, as noted above, pay per listing customers do not benefit from the enhanced features available to members from time to time, as set out at <https://www.propertypal.com/best-of-both>.

Changes from a membership plan to a pay per listing plan will take effect within sixty (60) days following the end of the day on which the customer notifies us that they wish to change their account<sup>13</sup>.

Changes from a pay-per-listing plan to a membership plan may be notified at any time and will typically be backdated to the start of the billing cycle or calendar month in which the notification is given (such that the Customer is only paying the applicable membership payment as calculated by us for that calendar month or billing cycle, rather than any pay per listing payments).

Additionally, if the customer's membership plan is cancelled due to non-payment (or for any other reason, in accordance with our General Terms), we reserve the right to charge a re-activation fee of £249 (ex VAT) to reactivate their account.

## **NEW CUSTOMERS**

New customers subscribing to use PropertyPal after 1 November 2024 can opt to either join on a pay-per-listing basis, or join on a Tier 1 membership plan (under either a fixed term plan or a rolling monthly plan), but their tier and pricing will be reviewed after 3 months' use of PropertyPal, and re-rated based on pro rata expected activity over the following 12 months.

In time, their plan will be subject to a standard re-calibration of tiers based on activity through to the end of December as part of any wider company account recalibration exercise (and the monthly fee increased (if applicable) accordingly).

## **PAYMENT TERMS**

Customers on a membership model will be billed monthly in advance, on the 1st day of each calendar month, via their usual payment mechanism. Direct debit or credit card charging dates cannot be changed.

Members on a pay-per-listing model will be billed monthly in arrears on the 1st day of the following calendar month, based on the previous month's Listing activity.

Payment terms are 14 days from the date of all invoices.

## **GENERAL TERMS**

This Schedule forms part of PropertyPal's General Terms of Membership (**General Terms**) set out above. Any terms used in this Schedule may have specific meanings set out in clause 2 (Definitions and Interpretation) of the main body of these General Terms.

## **WHO DO I SPEAK TO ABOUT MEMBERSHIPS?**

Our partnerships manager, Roisin O'Prey is available for any queries you may have.

You can contact Roisin directly via [partnerships@propertypal.com](mailto:partnerships@propertypal.com) or by telephone on 02890 999 999.

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<sup>13</sup> Note that PropertyPal reserve a right to remove any Listings from the Site which were posted whilst the customer was on a subscription model in a circumstance where the customer has moved to a pay-per-listing model. Such Listings would need to be re-uploaded to the Site when the customer's subscription model changes, and a payment per each Listing would apply in the ordinary way. As noted above, PropertyPal also has the discretion to move Customers from or to a pay-per-listing or membership plan, in circumstances where it assesses, in its reasonable discretion, that the relevant criteria for the applicable plan no longer apply. Please also note that a pro-rated membership fee will apply (based on the customer's relevant pricing tier) for the part of any month over which such notice period falls (short of a full month). Pay-per-listing payments will be required immediately following the end of the sixty (60) day notice period.



## **SCHEDULE 2 - PROPERTYPAL® - PRODUCT TERMS FOR AGENT ADVANTAGE® SERVICES AND TOOLS**

This Schedule is intended to set out some specific terms that apply to the use of PropertyPal's Agent Advantage® Services, including Agent Advantage Valuations (**Valuations**), Agent Advantage Comparables (**Comparables**), Agent Advantage Intelligence (**Intelligence**) and Agent Advantage Inbox Pro (**Inbox Pro**) together Agent Advantage.

They form part of PropertyPal's General Terms as set out above. Any terms with capitals used in these Product Terms have the meanings set out in the General Terms.

### **1. VALUATION**

Agent Advantage Valuation currently comprises the inclusion of a 'Request a Valuation' button on a customer's residential sales property details pages. Leads are submitted via email to the Customer.

To comply with data protection law, Customers / agents must ensure that they do not contact the user for anything other than progressing that valuation enquiry and do not opt that user into any mailing lists without their express consent.

### **2. COMPARABLES**

Agent Advantage Comparables allows Customers a tool to review comparable properties when preparing a valuation report for a customer, and a template to populate that report using historic listing data from PropertyPal and importing details of the previously listed comparable properties (which the Customer considers most directly relevant - this feature being fully customisable).

Elements of the reporting template are customisable, allowing Customers to insert the relevant personnel's biography, qualifications and other details (including the Branch or individual's track record of property sales in a given area), and to include their own bespoke comparable properties.

Customers can also customise the valuations applied for the property, including a range of values, factors justifying their valuation and other valuation specific detail, including recommended go to market price.

The manually inserted data will not be used by PropertyPal other than for the purposes of report generation through the Services.

As noted in our General Terms, Customers must ensure that valuation reports are only produced for specific customers, on request, with respect to specific properties of interest to those customers, and that they otherwise adhere to fair usage restrictions (for example, producing bespoke reports as a sales tool and posting these on an unsolicited basis to prospective customers is prohibited).

### **3. INTELLIGENCE**

The Intelligence tool is a management and reporting tool allowing Customers to access various statistics pertinent to their listings on PropertyPal, including Branch Performance, Branch Performance Trends, Branch Comparisons, Market Positioning and Comparison Trends through a management portal, which can all be filtered to particular geographic areas, categories, types and various other property data all over customisable time periods.

The Customer is responsible for ensuring that it sets appropriate access credentials for its authorised users accessing that Customer's portal on the Intelligence tool.

Customer acknowledges that the information (other than its internal management information) provided by the Intelligence tool is meant for its internal business purposes only and should be treated as Confidential Information pursuant to PropertyPal's General Terms.

Among other things, this means that this Confidential Information, cannot be used in any external or public communications or marketing material, particularly if the Customer is attempting to associate the identity of any anonymised competitors.

If Customer breaches these restrictions, it will be in breach of contract and this may at, PropertyPal's discretion resulting in a temporary or permanent suspension access to the Agent Advantage Services, or alternatively the Customer's Agreement may be terminated for breach. Again, at PropertyPal's discretion, this may be notwithstanding that the Customer is still required to pay (and charged for) the full subscription fees associated with Customer's account for the remainder of any live subscription.

### **4. INBOX PRO**

Agent Advantage Inbox Pro allows Customers to manage PropertyPal and your PropertyPal built website enquiries in one place. You can view and respond to enquiries on a Property / Development Unit basis, manage all enquiries from an individual, respond using set personalised instant auto replies and create custom response templates.

Customers on a Membership plan will avail of the pro version of Inbox, while all other Pay Per Listing customers will avail of the lite version, which will allow you view and respond to incoming enquiries, but without the added benefit of using auto replies and response templates.