

Standard Terms

THESE TERMS AND CONDITIONS (“TERMS”) SET OUT THE TERMS ON WHICH REALLA LIMITED (“REALLA”, “US”, “WE”, “OUR”) PROVIDE YOU (“YOU”, “YOUR”, “CUSTOMER”) WITH ACCESS TO THE SERVICES (AS DEFINED BELOW) AT THE WEBSITE (AS DEFINED BELOW). PLEASE READ THESE TERMS CAREFULLY AND ENSURE THAT YOU HAVE UNDERSTOOD THEM. BY TICKING THE ACCEPTANCE BOX DURING THE SIGN UP PROCESS ON THE WEBSITE OR EXECUTING A REALLA CUSTOMER CONTRACT, YOU WARRANT THAT YOU UNDERSTAND AND ACCEPT THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ACTING AS AN EMPLOYEE, YOU WARRANT THAT YOU ARE AUTHORISED TO ENTER INTO LEGALLY BINDING CONTRACTS ON BEHALF OF YOUR EMPLOYER. THE SAME RIGHTS, LIMITATIONS AND RESTRICTIONS APPLY TO YOUR EMPLOYER. YOU AGREE THAT THESE TERMS ARE ENFORCEABLE AS IF THEY WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOUR EMPLOYER. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE CEASE USE OF THE SERVICES IMMEDIATELY.

1. INTERPRETATION

1.1 The definitions and rules of interpretation below apply in this Agreement:

“Agreement” means together these Terms and the Realla Customer Contract or Registration Form;

“API” means application program interface to the Realla system;

“Authorised User” means an employee or independent contractor of the Customer authorised to access and use the Services on the Customer’s behalf, as permitted in accordance with clause 4;

“Business Day” means a day other than a Saturday, Sunday or public holiday in England;

“Campaign” means an advertisement or other promotional content, including Property details, created by the Customer using the Realla Customers’ Area;

“Campaign Fee” means the fee payable to Realla for each Campaign, as set out in the Realla Customer Contract or the Registration Form or if no Campaign Fee is specified, as set out on the Website from time to time;

“Confidential Information” means information of the other party which (i) is proprietary (whether owned by the disclosing party or a third party to whom the disclosing party owes duty of non disclosure), including any source code and any derivative works of any part of any of them; (ii) is marked or identified as confidential at the time of

its disclosure; (iii) ought reasonably be treated as confidential;

“Confirmation E-Mail” shall have the meaning at clause 2.3;

“Customer” means the Customer set out in the Realla Customer Contract or the Registration Form (as applicable);

“Customer Materials” means each Campaign and any other Intellectual Property Rights, data, information and materials (including advertising content, Property information and contact information), provided by or on behalf of the Customer to Realla or otherwise made available by the Customer on the Website;

“Effective Date” has the meaning set out in the Realla Customer Contract or such date you receive the Confirmation E-Mail;

“Fees” means the Set-Up Fee, Subscription Fee and/or Campaign Fee payable by the Customer to Realla and any other fees agreed between the parties from time to time;

“Initial Term” means the initial period of this Agreement, as set out in the Realla Customer Contract or Registration Form and starting on the Effective Date (or if no period is specified, 12 months from the Effective Date);

“Intellectual Property Rights” means all copyright and related rights, patents rights to inventions, utility models trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights,

topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Open Campaign” means a Campaign which is either in “draft” form (being a Campaign started but not yet Published) or Published on the Website;

“PAYG Use” means use of the Services on a per Campaign pay-as-you-go basis, without Subscription;

“Permitted Number” means in relation to a Subscription, the maximum number of Open Campaigns each Authorised User may have at any one time, as agreed in the Realla Customer Contract or the Registration Form, or if no number is specified, a maximum of ten (10);

“Public User” means any person who visits the public portal on the Website and accesses or is presented with a Campaign;

“Published” means available for viewing on the Website by Public Users;

“Property(ies)” means any properties offered for sale or rent by the Customer under this Agreement, as set out in a Campaign;

“Realla” means Realla Limited (company number 09280920), whose registered office is at 1 Sunburst House, Elliott Road, Bournemouth, BH11 8JP;

“Realla Customer Contract” means any Realla Customer Contract to which these Terms are attached or otherwise referred to;

“Realla Customers’ Area” means the area of the Website used by Authorised Users to access and use the Services;

“Registration Form” shall have the meaning at clause 2.2;

“Renewal Term” has the meaning set out in clause 12.1;

“Services” means the services provided by Realla to the Customer, as specified under the Agreement;

“Set-Up Fee” means any set-up/configuration fees payable by the Customer to Realla, as specified in the Realla Customer Contract or the Registration Form;

“Subscription” means the applicable per Authorised User subscription packages for the Services made available by Realla from time to time;

“Subscription Fee” means the periodical fees payable by the Customer according to its selected Subscription and specified in the Realla Customer Contract or the Registration Form, or if no Subscription Fee is referred to, the fees set out on the Website;

“Term” means the term of this Agreement, starting on the Effective Date and ending on the expiry of the Initial Term or any Renewal Term (as applicable) or on earlier termination in accordance with these Terms;

“Website” means realla.co, realla.co.uk and any microsites, subdomains or apps affiliated with them from time to time.

1.2 In this Agreement, any reference to:

- (a) “include” or “including” is without limitation;
- (b) the singular will include reference to the plural and vice versa;
- (c) a “person” includes an individual, company, partnership or unincorporated association;
- (d) a statute, order, regulation or other similar instrument will include any amendments to it; and
- (e) “writing” and “written” includes emails sent in accordance with clause 14.

1.3 If there is any conflict between the terms of this Agreement, the following order of priority shall apply: (1) the Realla Customer Contract or Registration Form; and (2) these Terms.

2. FORMATION OF AGREEMENT AND APPLICATION OF TERMS

2.1 This Agreement prevails over any terms supplied by the Customer.

2.2 In order to access and use the Services and permit Authorised Users to use the Services, Customer shall be required to either: (i) execute a Realla Customer Contract; or (ii) submit an online registration form through the Website ("**Registration Form**"). By executing the Realla Customer Contract or submitting the Registration Form (as applicable), you consent to us conducting verification and security procedures in respect of the information provided.

2.3 Upon the completion and submission of the Registration Form by you on the Website, you shall be sent an email ("**Confirmation Email**") if your registration with us is accepted.

2.4 The Customer's execution of the Realla Customer Contract or submission of the Registration Form constitutes an offer by the Customer on the terms of this Agreement. A binding contract for the provision of the Services shall not come into existence between Realla and the Customer until either: (i) Realla executes the Customer's signed Realla Customer Contract; or (ii) Customer's receipt of the Confirmation E-Mail.

2.5 This Agreement shall commence on the Effective Date and will be subject to the rights and restrictions determined by your selected Subscription or Campaign. Certain features and functionality of the Services may not be available to you, depending on your chosen level of Subscription or Campaign.

3. SUPPLY OF SERVICES

3.1 Subject to the Customer's compliance with its obligations under this Agreement, during the Term, Realla will provide access to the Services to the Customer. Customer will be liable for breach of this Agreement by Authorised Users as if they were a breach by the Customer.

3.2 Use of the Service via a Subscription will be subject to the Permitted Number. Customer shall not, and shall ensure that each Authorised User shall not, exceed the Permitted Number and no increases may be made to the Permitted Number without Realla's prior written consent. Any Open Campaigns over and above the Permitted Number shall be subject to Customer's payment of the applicable Campaign Fee.

3.3 Realla will not be liable for any losses suffered by the Customer if Realla's performance of its obligations under this Agreement is prevented or delayed by an act or omission of the Customer.

3.4 We shall use reasonable endeavours to make the Services available to you and the Authorised Users at all times, but we cannot guarantee an uninterrupted or fault free service.

3.5 Our ability to provide the Services may be impaired by conditions or circumstances that are beyond our control, including, without limitation third party service providers, geographic or atmospheric conditions, local physical obstructions, software and hardware features or functionality of your personal computer, operating system and the number of other users logging onto the Website at the same time. We shall take reasonable action to minimise the disruption caused by such circumstances but you acknowledge, agree and accept that some such interruptions may not be avoidable.

3.6 We use industry standard security measures to protect against the loss, misuse and alteration of the information, data, and/or content handled by our Services. However, you acknowledge and agree that we cannot guarantee complete security of such information, data, and/or content or that our security measures will prevent hacks, worms, bugs, trojans or such other similar devices that may allow access to or unauthorised viewing of such information, data, and/or content.

3.7 We reserve the right to make changes to the Services or part thereof, from time to time at our sole discretion, and we may from time to time update, add, remove, modify and/or vary any features or functionalities of the Services.

3.8 Subject to being included in your selected Subscription or Campaign, Realla offers support services between 9am – 5pm, UK time, Monday to Friday (excluding UK bank and public holidays) for the Term in respect of your use of the Services, which comprises of:

- (a) advice on access and use of the Services; and
- (b) diagnosis of interruptions to the Services ("**Fault**"),

in each case by e-mailing us at support@realla.co

3.9 Fault diagnosis is subject to any Authorised User providing a clear and accurate description of any Fault requiring support, including the circumstances in which it arose, the area of the Services to which the Fault relates and any other information reasonably required by us to remedy the Fault.

3.10 The support detailed in this clause 3 shall not include the diagnosis and rectification of any Fault resulting from:

- (a) use of the Services other than in accordance with these Terms or the use of the Service for a purpose for which it was not designed;
- (b) a fault in your or a third party's software, hardware, network connections or application or any upgrade in respect thereof;
- (c) a fault in the equipment or in any other software operating in conjunction with or integrating with the Services.
- (d) The provision of the support described in clauses 3.8 to 3.10 shall be subject to fair and reasonable use by the Customer and Realla shall be entitled to levy additional charges if in its reasonable determination, the Customer has exceeded or abused the provision of the support set out herein.

3.11 The Customer agrees to procure that all relevant Authorised Users attend such training and/or workshops at Customer's expense in the use of the Services, as reasonably requested by Realla. Realla reserves the right to refuse access to the Services to any Authorised User that has failed to attend and complete such training and/or workshops. Realla may charge additional Fees for any repetition of training and/or workshops reasonable required by Realla where such repetition arose through an Authorised User's failure to attend.

4. AUTHORISED USERS

4.1 The Customer's access to the Services shall be limited to Authorised Users, who will be allocated a username and password by Realla ("**Login Details**"). All Authorised Users must be specifically nominated by the Customer. Any allocated Login Details are personal to, and use of the Services is limited to, the nominated Authorised User. Customer shall ensure, and procures that all Authorised Users ensure, that

Login Details are not shared with any other individual (whether such other individual is an Authorised User or not).

4.2 With Realla's prior written consent, the Customer may change the individuals nominated as Authorised Users or increase the number of Authorised Users. In the case of a change of an Authorised User, Realla shall issue a user Login Details to the new individual nominated as an Authorised User and disable the Login Details of the individual no longer nominated as an Authorised User. In the case of an additional Authorised User, Realla shall issue Login Details to the new individual nominated as an Authorised User and the Subscription Fee will be increased accordingly, calculated on a pro rata basis.

4.3 During any Subscription, the Customer may not reduce the number of Authorised Users without Realla's prior written consent. Notwithstanding the foregoing, no reduction of Authorised Users shall be permitted below any minimum specified in the Realla Customer Contract or the Registration Form.

4.4 The Customer shall, and shall ensure that each Authorised User shall keep its Login Details confidential. Realla shall not be liable for any losses or damage suffered by the Customer due to the disclosure of any Login Details.

4.5 The Customer shall remain primarily liable for the acts or omissions of any Authorised User.

5. THE CUSTOMER'S OBLIGATIONS

5.1 During the Term the Customer will:

- (a) provide any assistance reasonably requested by Realla;
- (b) ensure that information it submits for display on the Website is accurate and kept up to date;
- (c) ensure that Customer Materials are submitted in a format compatible with the Realla Customers' Area and of sufficient quality required by Realla from time to time; and
- (d) make any amendments to a Campaign that are reasonably requested by Realla.

5.2 The Customer agrees that in its (or any Authorised User's) use of the Services, it shall not

submit through the Services or the Website any Customer Materials that are offensive, inappropriate, illegal or that in any way:

- (a) promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (b) harass or advocate harassment of another person;
- (c) display pornographic or sexually explicit material;
- (d) promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
- (e) promote any illegal activities;
- (f) provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
- (g) promote or contain information that you know or believe to be inaccurate, false or misleading;
- (h) engage in the promotion of contests, sweepstakes and pyramid schemes, without our prior written consent;
- (i) contain any virus or other thing or device which may prevent, impair or otherwise adversely affect the operation of the Website; or
- (j) infringes any Intellectual Property Rights or any other proprietary rights of any third party.

5.3 Customer further agrees that it shall not, and procures that its Authorised Users shall not:

- (a) use Login Details with the intent of impersonating another individual; and
- (b) allow any person other than the Authorised Users to use the Login Details.

6. PAYMENT

6.1 Payment of the Fees may be by debit or credit card or such other payment mechanism permitted by Realla from time to time.

6.2 The Customer will pay Realla the Set-Up Fee, if any. On or at any time after the Effective

Date, Realla may invoice and/or take payment from the Customer for the Set-Up Fee.

6.3 Certain use of the Services may be provided free of charge, although we reserve the right to start charging you Fees for your use on the provision of fourteen (14) days' notice to you. Any continued use of the Services by you following expiry of our notice will be subject to our receipt of the relevant Fees.

6.4 Where your use of the Services is subject to the payment of Fees, the Fees shall be based on the type of Subscription selected by you, or if you do not have a Subscription, on your PAYG Use.

6.5 All Fees are non-refundable, save as expressly stated in these Terms. Realla may increase the Subscription Fee by providing no less than three (3) months' notice to the Customer prior to the end of the then current Initial Term or Renewal Term (as the case may be), to take effect at the start of the next Renewal Term. Realla may increase the Campaign Fee at any time on notice to the Customer.

6.6 The Campaign Fee will be charged monthly in arrears in respect of all Campaigns Published on the Website during the applicable calendar month. Realla will invoice and/or take payment for (as the case may be) the Campaign Fee as soon as reasonably practicable following the end of the applicable month to which the Campaign Fee relates.

6.7 Subject to clause 4.1, 4.2 and 4.3, the Subscription Fee shall be charged monthly in advance in respect of all Authorised Users then currently nominated at the start of the applicable month. Realla will invoice and/or take payment for (as the case may be) the Subscription Fee on the Effective Date and thereafter monthly in advance.

6.8 All payments to Realla must be made without deduction or set-off.

6.9 The Customer will pay invoices within 30 days of issue.

6.10 All payments for the Subscription Fee and/or Campaign Fee may be made by direct debit, which will be paid automatically by using the details of your debit or credit card which you used to pay for the first Subscription Fee and/or Campaign Fee. If your debit or credit card details

have changed since your last payment, we may not be able to automatically renew your Subscription or receive Campaign Fees due and we reserve the right to withhold access and/or terminate your use of the Service in the event we do not receive payment of any Subscription Fee and/or Campaign Fee.

6.11 Without prejudice to any other right or remedy that Realla may have, if the Customer fails to make any payment when due:

(a) any discounts offered will no longer apply and all Fees will revert to the standard rates (as set out in the Realla Customer Contract or Registration Form);

(b) Realla may charge interest on the unpaid amount at the annual rate of 4% above the Bank of England base rate, accruing on a daily basis and being compounded quarterly, incurring from the due date for payment until payment is made, whether before or after any judgment; and/or

(c) Realla may suspend all Services and access until payment is made in full.

6.12 All amounts payable under this agreement are exclusive of VAT. Time for payment of the Fees is of the essence of the Agreement.

6.13 Realla may set off any liability of the Customer to Realla against any liability of Realla to the Customer.

6.14 The Customer may, if available, upgrade its Subscription at any time through the Website. Any such increase shall have immediate effect and any Fees payable shall be calculated on a pro rata basis commencing on the date of the upgraded Subscription.

7. WARRANTIES

7.1 During the Term, each of the parties warrants and undertakes to the other that:

(a) it has full power and authority to enter into this Agreement and that it holds all licences and approvals necessary for the performance of its obligations under this Agreement;

(b) it will perform its obligations under this Agreement using reasonable skill and care;

(c) except as otherwise provided in this Agreement, it will not use the Intellectual Property Rights of any third party without the valid consent of the other party; and

(d) it will not make any false, misleading or disparaging representations or statements regarding the other party.

7.2 The Customer warrants and undertakes to Realla that:

(a) it is not acting as a consumer under this Agreement;

(b) it will comply with all applicable laws and regulations (including self-regulatory codes) relating to consumer protection, advertising, Property descriptions, and any notices appearing on the Realla Website;

(c) the content contained in any Campaign is true, accurate and not misleading, is of a professional quality and is in keeping with the character of the Website;

(d) it has all authority necessary to market Properties and is validly appointed as the Customer by the owners of such Properties.

8. INTELLECTUAL PROPERTY

8.1 For the Term, the Customer hereby grants to Realla a non-exclusive, royalty free, worldwide licence to use the Intellectual Property Rights in the Customer Materials to the extent necessary for Realla to carry out its obligations under this Agreement, enjoy its rights under this Agreement, and otherwise carry on its business from time to time. For the Term, the Customer hereby grants to Realla a non-exclusive, royalty free, worldwide licence to use the Customer Marks on its websites and in its marketing materials for the purposes of promoting the services offered by Realla from time to time.

(a) For the Term, Realla hereby grants to the Customer a personal, revocable, non-exclusive, non-sublicensable, non-transferable, royalty free worldwide licence to use the Realla Customers' Area and the Website in each case to the extent necessary for the Customer to perform its obligations and enjoy its rights under this Agreement.

8.2 Save as set out in this clause 8, Realla reserves all of its right, title and interest in the

Realla Customers' Area, the Website and any other of its Intellectual Property Rights which may come into the possession of the Customer under this Agreement from time to time. The Customer will not change, alter, create derivative works of or reverse engineer (or attempt to do any of the following) any of the Realla Customers' Area, the Website or any other of Realla's Intellectual Property Rights without Realla's prior written consent.

8.3 The Customer will indemnify, defend and hold harmless Realla, from and against any claims, costs, damages, losses, liabilities and expenses (including legal fees) relating to any claims, actions, suits or proceedings by third parties against Realla arising out of or related in any way to:

(a) Realla's use of the Customer Materials in accordance with this Agreement; and/or

(b) a breach by the Customer of its obligations under clause 5.2,

and the limits and exclusions of liability contained in this Agreement will not apply to this indemnity.

9. USE OF DATA

9.1 In this Agreement, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" have the meanings ascribed to them in EU General Data Protection Regulation 2016/679 ("GDPR").

9.2 Realla and the Customer will comply with their respective obligations under all applicable data protection and privacy laws and regulations in the performance of its obligations set out under this Agreement, including GDPR ("Data Protection Laws"), in each case including all other successor legislation and regulation thereto and any data protection, privacy or similar laws that apply regarding any Personal Data Processed in connection with this Agreement.

9.3 Realla Processes Personal Data that it collects as a Data Controller in the course of providing the Services, including but not limited to the Personal Data of Authorised Users. Where data is Processed by Realla as a Data Controller, such Processing is carried out in accordance with Realla's Privacy Notice. Realla Processes such categories of Personal Data as are described in the above referenced Privacy Notice.

Realla and the Customer will provide such help and co-operation to the other party as is reasonably necessary or requested by the other party to enable the other party's compliance with this clause 9.2.

9.3 To the extent that the Customer is a Data Controller and Realla is a Data Processor, for the Term the Customer warrants that it has complied with the GDPR (including obtaining the consent of Data Subjects, where this is a legal requirement) in respect of:

(a) any Processing undertaken or to be undertaken by Realla, or on Realla's behalf, under this Agreement;

(b) any Processing undertaken by Realla on its own account for the purposes of analysing and improving Customer advertising or marketing campaigns; and

(c) the transfer by Realla of Personal Data outside of the EEA.

9.4 Subject to clause 9.3, to the extent that a party is a Data Controller and the other party is a Data Processor in respect of data Processed pursuant to this Agreement, the party acting as Data Processor will:

(a) act strictly in accordance with the Data Controller's lawful and reasonable instructions (which may be received from the Customer via the Customer's use of the Services) unless applicable law requires otherwise, in which case the Data Processor shall inform the Data Controller of that legal requirement before Processing (unless that law prohibits such information on important grounds of public interest). Data Processor shall inform the Data Controller if it becomes aware of an instruction by the Data Controller that, in Data Processor's opinion, infringes the Data Protection Laws.

(b) ensure that its personnel that are authorised to Process the Personal Data in connection with the provision of the Services, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) implement appropriate technical and organisational security measures to protect the Personal Data in accordance with Data Protection Laws;

(d) enable the Data Controller to access, rectify, erase, restrict and transmit the Personal Data Processed by Data Processor;

(e) if a Data Subject requests information from Data Processor concerning the Processing of Personal Data by the Data Controller, promptly forward the request to the Data Controller;

(f) provide reasonable assistance to enable the Data Controller to comply with the Data Controller's obligations under the Data Protection Laws, including using appropriate technical and organisational measures to assist the Data Controller in responding to Data Subject access requests;

(g) make available to the Data Controller all information necessary to demonstrate compliance with the obligations set out in this clause 9.4, and allow for and contribute to audits, including inspections, conducted by or on behalf of the Data Controller or ensure that Data Processor and/or any sub-Processor will conduct audits using external auditors at least once per year.

9.5 The Data Controller may delete or request in writing the deletion or return of all Personal Data on termination of the Services. Where the Data Controller has not made such request, the Data Processor shall provide a free-of-charge storage service ("Storage Service") in respect of the Data Controller's Personal Data for a period of at least [90] days following termination of the Services. The Data Processor may terminate the provision of the Storage Service without notice to the Data Controller at any time following the expiry of such [90 day] period, or the Data Controller may terminate the Storage Service on notice to the Data Processor at any time, unless otherwise required by applicable law.

9.6 Data Controller acknowledges and accepts that Authorised Users and any other Data Subject whose Personal Data is Processed by the Data Controller using the Services, may request that Data Processor permanently delete all information and data held about that Authorised Users from Data Processor's systems. In the event that a Data Subject exercises its rights in this clause 9.6, Data Processor shall notify the Data Controller and the Data Controller shall promptly and permanently delete all information and data held about that Data Subject from Data Processor's systems. In the event that the Data Controller has not done so within a reasonable

time, and has not notified Data Processor of any requirement of the Data Controller for Data Processor to retain the Personal Data, Data Processor reserves the right to remove such Personal Data and shall not be liable in any way for any loss or damage suffered by Data Controller arising from such Data Subject exercising their rights.

9.7 Data Controller shall ensure that its collection and use of any Personal Data, accessed through the Services, complies with the Data Protection Laws. The Data Controller hereby indemnifies Data Processor against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of the Data Controller's failure to comply with this clause 9.

9.8 Data Controller hereby gives Data Processor a general consent to engage sub-Processors to Process the Personal Data of the Data Controller. Data Processor shall make details of its sub-Processors available to the Data Controller on request. Where Data Processor intends to add a new sub-Processor it shall make details of such new sub-Processor available on the Website at least 30 days ("Sub-Processor Notice Period") before transferring any Personal Data to a new sub-Processor. Data Controller shall notify Data Processor during the Sub-Processor Notice Period if it objects to the new sub-Processor. If the Data Controller does not object to the sub-Processor during the Sub-Processor Notice Period, the Data Controller shall be deemed to have accepted the sub-Processor. If the Data Controller has raised a reasonable objection to the new sub-Processor, and the parties have failed to agree on a solution within the Sub-Processor Notice Period time, the Data Controller shall have the right to terminate the Contract (including the Services and the Storage Service). During the Sub-Processor Notice Period, Data Processor shall not transfer any Personal Data to the sub-Processor.

9.9 Data Processor shall enter into appropriate written agreements with all of its sub-Processors on terms substantially similar to clauses 9.1 to 9.9 inclusive, including without limitation the Data Controller's right to conduct audits at the sub-Processor, or ensure that the sub-Processor will conduct audits using external auditors at least once per year. Data Processor shall remain fully liable to the Data Controller for the performance or non-performance of the sub-Processor's obligations.9.10 Any data contained in the



Customer Materials shall remain the property of the Customer. Save as set out above, any data derived from the provision of the Services, the use of the Realla Customers' Area or the Website shall be owned by Realla. Realla hereby grants to the Customer a personal non-exclusive, sub-licensable, non-transferable, royalty free worldwide licence to use any such data provided by Realla for any purpose.

9.11 API. Realla agrees to provide unlimited access to its application-programming interface (API) as part of the Service. Subject to the other terms of this agreement, Realla grants the Customer a non-exclusive, non-transferable, terminable royalty-free license to interact with the API only for purposes of interacting with the Services as allowed by the API.

Realla may change or remove existing endpoints or fields in API results upon at least 30-day notice to the Customer, but Realla will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Realla may add new endpoints or fields in API results without prior notice to the Customer.

The API is provided on an 'as is' basis. Realla has no liability to the Customer as a result of any change, temporary unavailability or suspension of access to the API.

10. CONFIDENTIALITY

10.1 Each party will only use Confidential Information for the sole purposes of enjoying its rights and complying with its obligations under of this Agreement. Each party will keep all Confidential Information strictly confidential and not disclose any part of any Confidential Information.

10.2 The obligations of confidentiality in this clause 10 will not apply to Confidential Information to the extent that it:

- (a) is in the public domain (other than as a result of a breach of this clause 10 or any a third party's breach of a duty of confidentiality owed in respect of that Confidential Information);
- (b) it is already in the receiving party's possession, or comes into the receiving party's possession, other than as a result of a third

party's breach of a duty of confidentiality owed in respect of that Confidential Information;

- (c) is required to be disclosed by law or an order of a court of competent jurisdiction.

10.3 The obligations of confidentiality under this clause 10 will continue beyond the Term until such time as the information enters the public domain other than through the fault of the receiving party.

11. LIMITATION OF LIABILITY

11.1 This clause 11 sets out the entire liability of each party (including any liability for the acts or omissions of its employees, customers, consultants, and subcontractors) to the other in respect of:

- (a) any breach of the Agreement;
- (b) any use made by the Customer of the Realla Customers' Area, the Website, the Services or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising in connection with the Agreement.

11.2 Nothing in this Agreement limits or excludes the liability of either party for death, personal injury, fraud, fraudulent misrepresentation or fraudulent misstatement.

11.3 Subject to clause 11.2 neither party will be liable to the other for loss of profits, business, goodwill, anticipated savings, goods, contract, use or data, or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

11.4 Subject to clause 11.2, the total aggregate liability of either party to the other whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement will be limited to the total amount of Fees actually received by Realla in the 12 month period preceding the date on which the claim arose.

11.5 Except as expressly provided in this Agreement, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.6 The Realla Customers' Area, the Website, the Services, their use and the results of such use are provided "as is" to the fullest extent permitted by law. Realla disclaims all express or implied warranties, including warranties of satisfactory quality and fitness for a particular purpose, which may be implied in respect of the Realla Customers' Area, the Website, the Services, their use and the results of such use. The performance of the Services, the Realla Customers' Area and the Website, rely on third parties beyond Realla's control. Realla specifically disclaims any warranty:

- (a) that the use or operation of the Services, the Realla Customers' Area or the Website will be uninterrupted or error-free;
- (b) that defects will be corrected;
- (c) that there are no viruses or other harmful components;
- (d) that the security methods employed will be sufficient; or
- (e) regarding correctness, accuracy, or reliability.

11.7 We do not guarantee or warrant that you will receive enquiries or responses to Campaigns or otherwise generate any business as a result of your use of the Services, or achieve any result whatsoever through your use of the Services.

11.8 You acknowledge and agree that you are solely responsible for all communication with, and any subsequent dealings with, any Public Users. You acknowledge and agree that we only provide you with the Services. You understand that we are not involved or a participant, in any way, in respect of any contact, meetings (face-to-face or otherwise), negotiations, transactions or contracts between you and Public Users. Consequently, you acknowledge and agree that we shall not be liable in any way and for any reason whatsoever in respect of your relationship with Public Users. The purchase or rental of any Properties shall be subject to the terms and conditions agreed between you and the Public User directly, and we are not a party to such contract.

12. TERM AND TERMINATION

12.1 The Agreement will start on the Effective Date and continue until expiry of the Initial Term.

After the Initial Term, this Agreement will automatically renew for consecutive periods each equivalent to the length of the Initial Term (each such period a "Renewal Term").

12.2 Either party may terminate this Agreement on at least 2 months' written notice to the other party, such notice to expire at the end of the Initial Term or any Renewal Term then in effect.

12.3 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement immediately on giving notice to the other party if:

- (a) the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being requested in writing to do so;
- (b) the other party is deemed unable to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986 as applicable;
- (c) 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;
- (d) 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;
- (e) a third party person becomes entitled to, or does appoint a receiver over the assets of the other party;
- (f) the other party is the subject of a bankruptcy petition or order;
- (g) the other party starts negotiations with creditors or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (h) any similar or analogous event occurs in another jurisdiction.

12.4 We may suspend your access and use of the Services immediately and without notice in the event that:

(a) third party services and network providers cease to make the third party service or network available to us;

(b) you fail to comply with one or more of these Terms;

(c) we believe that there has been fraudulent use, misuse or abuse of features and functionalities of the Service (in whole or in part); or

(d) we believe that you have provided us with any false, inaccurate or misleading information.

13. CONSEQUENCES OF TERMINATION

13.1 Termination of this Agreement will not affect any rights or remedies of either party which exist prior the termination. Clauses 1, 6 (to the extent of any unpaid obligations), 8.2, 8.3, 10, 11, 13, 14 and 16 will survive termination.

13.2 On termination of the Agreement:

(a) Realla will stop using the Customer Materials;

(b) the Customer will stop using all Intellectual Property Rights of Realla;

(c) each party will return or destroy (at the other party's option destroy) all Confidential Information of the other party in its possession within 5 Business Days; and

(d) the Customer will immediately pay all outstanding Fees due to Realla.

14. NOTICES

14.1 Notices given under this Agreement will be in writing and:

(a) delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its notice address set out in the Realla Customer Contract or Registration Form (or such other address as may have been notified); or

(b) sent by email to the other party's notice email address set out in the Realla Customer Contract or Registration Form.

14.2 A notice delivered by hand will be deemed to have been received when delivered

(or if delivered outside business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received 2 Business Days after posting. A notice sent by email will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9 am on the first Business Day following despatch).

15. VIRUS, HACKING AND OTHER OFFENCES

15.1 You will not, and procure that any Authorised Users will not, misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to our Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

15.2 We will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right, together with any Authorised User's right, to use the Website will cease immediately.

15.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your, or any Authorised User's, use of the Website or to your, or any Authorised User downloading of any material posted on it, or on any website linked to it.

16. PUBLICITY AND MARKETING

16.1 We may in any of our marketing material refer to you as our customer and refer to the type of services that we have provided to you.

16.2 Subject to your prior approval, we may publish and circulate a case study describing the Services supplied by us to you, including aggregate figures relating to your use of the Services and the benefits it has brought to your business (for use by us as a marketing tool).

17. GENERAL

17.1 No party will be in breach of this Agreement nor liable for any failure to perform its obligations under this Agreement if that failure results from circumstances beyond its reasonable control (a "Force Majeure Event"). If a Force Majeure Event continues for six months, the unaffected party may terminate this Agreement by giving 30 days' written notice to the other party.

17.2 The Customer must not assign or subcontract its rights or obligations, under this Agreement without Realla's prior written consent.

17.3 Nothing in the Agreement, will constitute a partnership or joint venture between any of the parties, nor constitute any party the agent of the other. No party will have authority to bind the other.

17.4 A person who is not a party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

17.5 The Agreement constitutes the entire agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to its subject matter. No other representation or statement, whether or not in writing will form a term of the Agreement.

17.6 This Agreement will be governed in accordance with the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction.

17.7 We may alter or amend these Terms by giving reasonable notice on our Website. By continuing (or Authorised Users continuing) to use the Services after expiry of the notice period, you will be deemed to have accepted any amendment to these Terms.

17.8 If any part of any provision of this Agreement is found to be invalid, illegal or unenforceable, then that part shall be deemed to be deleted and the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable.

17.9 Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement

in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach.

Terms last updated: 15 May 2018