



Acceptable Use Policy (AUP)

Version 7 – Effective June 2020

1. INTRODUCTION

1.1. This Acceptable Use Policy is applicable to your use of the Platform the Platform and our Administration System for the Platform to upload property listings for display on the Platform ("the Service").

1.2. This Acceptable Use Policy forms part of your agreement with us for the Product/Service.

1.3. We may change this Acceptable Use Policy as set out in the Customer Terms and Conditions.

1.4. We reserve our rights to maintain the quality of listing content on the Platform by making such directions in relation to modification of content that we consider reasonable in the circumstances. The rules in this Acceptable Use Policy are a non-exhaustive list of our requirements. We may therefore issue directions to you in relation to modification of content that are not covered by the requirements below.

1.5. We may interpret and apply the rules below in such reasonable manner that we consider appropriate in the circumstances.

1.6 The defined terms used in this Acceptable Use Policy shall have the same meanings prescribed in the general terms and conditions (at [General Terms and Conditions](#)) that apply to you and us in relation to the Product/Service specified in the Order Form, namely Advertisement Material, listings, Platform, Product/Service, etc.

2. YOUR OBLIGATIONS

2.1. You must abide by the provisions of this Acceptable Use Policy.

2.2. You must only use the Product/Service for the purposes for which it was designed and offered and not for any other purpose including any purpose stated in this Acceptable Use Policy as being not acceptable.

2.3. You must use the Service in a responsible manner, taking into account the effects your use of the Service may have on other users of the Service and the Website.

3. ACCEPTABLE USE

3.1. It is acceptable to use the Service for the bona fide listing of real property for sale or lease, on behalf of the person entitled to offer the property for sale or lease and in accordance with the terms of this Acceptable Use Policy.

4. WHAT IS NOT ACCEPTABLE USE?

4.1. It is not acceptable use of the Service to engage in any of the following practices, or to allow anyone else to engage in the following practices, in using the Service:

4.1.1. Listings other than real estate

Listing anything other than real property for sale or lease. For example: cars, car spaces, boats, caravans and portable homes are not acceptable listings on the Website.

4.1.2. Advertising your business

Using the service to advertise your business rather than real property for sale or lease. Each listing uploaded by you must be a bona fide listing of real property for sale or lease. For example: using the service to advertise your business or its services as a property listing is not acceptable.

4.1.3. Incorrect categorisation of properties for sale

Listing properties for sale in the 'Rent' section and listing properties for rent in the 'Buy' section. We may in our discretion allow certain 'Rent to Buy' type listings to appear in both the 'Buy' and 'Rent' sections.

4.1.4. Incorrect categorisation of rental properties

(a) Subject to 4.1.4(b) below, listing share properties under residential rentals. Only properties available for vacant possession are to be listed under residential rentals.

(b) The following listings may be listed under residential rentals:

- (i) individual rooms within a multi-room complex that are rented on a separate tenancy basis (even if access to common areas is shared with other individual tenants); and
- (ii) individual rooms within a student accommodation complex. Each listing must be tailored to the room being advertised. We will not allow use of a generic template for listings of multiple rooms.

(c) Listing holiday rental properties under residential rentals. We will have discretion to determine whether a listing is for a holiday rental listing for this purpose. Without limiting that discretion, we may deem a rental listing for a duration of 3 months or less to be a holiday listing.

4.1.5. Listing of commercial properties on the residential site

Listing commercial properties on the residential site at squarefoot.com.hk. Where a property incorporates both commercial and residential property, it is acceptable to list the residential portion of the property on the site and refer to the commercial component of the property. However, it is not acceptable to feature the commercial property as the main component of the advertisement.

4.1.6. Generic listings

Listings which are not in relation to a specific lot number or address (for example 'various properties available').

4.1.7. Misuse of fields

Placing irrelevant information in an information, description or picture field. You must only use the information, description or picture fields for inserting information that is intended for those fields. For example, inserting the name of your business or agency in the description header is not acceptable. Inserting a business or agency logo as a picture in a property listing is also not acceptable.

4.1.8. Watermarks in photos

Inserting a business or agency logo as a picture in a property listing is not acceptable unless it takes the form of a transparent watermark inserted in one corner of the image with

dimensions prescribed by us.

4.1.9. Incorrect Videos, photos or pictures

Displaying a Video, photo, picture, drawing or other image that is not a Video, photograph, picture, drawing or image of the property being offered for sale or lease. Displaying Videos, photos, pictures, drawings or other images of properties other than the property for sale or lease is not acceptable. For example: 'Too Early for Picture' or images of cartoon houses are also not acceptable.

4.1.10. Borders around photos or pictures

Displaying a photograph, drawing or other image within a border that we consider detracts from the quality of the image.

4.1.11. Text in photos or pictures

Displaying text within a photograph, drawing or other image that we consider detracts from the quality of the image.

4.1.12. Photo or image collages

Displaying a collage or combination of photos or other images within one frame.

4.1.13. Displaying 'Lifestyle' images as main image

Displaying a 'lifestyle' photograph, drawing or other image as the main image in a property listing. We will have discretion to determine what constitutes a 'lifestyle' image for this purpose, but for guidance a lifestyle image will commonly be a view from the property or an image of some local environmental or structural feature or amenity, and not an image of the exterior or interior of the property itself.

4.1.14. False street and place names

Using street names, or location names that are inaccurate or not officially recognised by the Hong Kong Government. For example: stating that a property is within a neighbouring district or using a district or area name that is not recognised by the Hong Kong Government is not acceptable.

4.1.15. Duplicate listing of properties

Creating more than one listing for the same property is not an acceptable use of the Service (for example: listing a single property more than once, but with different prices). A genuine listing of multiple units at the same address is not considered a duplicate listing of properties.

4.1.16. No more than one real estate office in a corporate group may list the same property. Offices will be deemed to be in the same corporate group if they are majority-owned (directly or indirectly) by the same person or corporate entity ("Affiliated Offices"). Where there is a joint listing authority in place between a vendor and such Affiliated Offices, then we reserve the right to choose which office may list the property on the Website, or refuse to list the property altogether.

4.1.17. Refreshing listings

Removing and then re-listing the same property in order for the listing to appear as a new listing is not an acceptable use of the Service. This also applies where:

- (a) a property is removed from and then placed back on the market with a new authority to the same agent if the property has been off the market (and off the Website) for less than 60 days; or
- (b) the property is removed by one office and then listed by an Affiliated Office within 60 days of

the removal.

4.1.18. Animated logos and large files

Submitting animated “gif” files through the Service for display as a logo on the Website. For example: submitting an animated logo for display is not acceptable. You also must ensure that the graphic file submitted by you for your logo is no larger than 4k in memory size.

Listing without authority

4.1.19. Listing property that you have not been authorised to market for sale or lease. This means that you should not list a property using the Service until you have an authority signed by the owner or vendor.

Listing where not the primary listing agent

4.1.20. Listing a property for which you are not the primary listing agent. Where two agents have equal rights to list the property as a joint listing, subject to 4.1.16 above, each agent may list the property. However, where there is a primary listing agent and other eligible agents through a conjunction or a multi-listing agreement, only the primary listing agent may list the property on the Site.

Impersonating other persons

4.1.21. Using the Service in way that is impersonating another person or persons is not acceptable.

Reselling the Service or its contents

4.1.22. Reselling the Service or its contents to any other person is not acceptable. If you are listing a property you must be representing the vendor in the sale or lease of that property.

Allowing others to use the Service

4.1.23. Using the Service to advertise properties for sale or lease for a real estate office that is not subscribed to the Service. Each real estate agency's physical office location must be subscribed to the Service in order to upload property listings. Each property uploaded to the site must be uploaded using the subscription applicable to the office which has the vendor or landlord authority.

Listings where you are not licensed

4.1.24. Using the Service to advertise properties for sale or lease in a region or country in which you do not hold a current real estate agent's licence.

References to third parties

4.1.25. Publishing advertisements with the Service that contain a reference to a third party (for example, the vendor). Advertisements must only refer a viewer to the real estate office of a licensed real estate agent that is a subscriber to the Platform.

Misleading or deceptive conduct

4.1.26. Using the Service in a way that does or is likely to mislead and deceive the public users of the Website is not acceptable. This is the case regardless of what content is considered misleading or deceptive. Without limiting the generality of this restriction, we may deem the following conduct misleading and deceptive:

- (a) uploading new listings labelled ‘Sold’ to the ‘Buy’ section, even if subsequently moved to the ‘Sold’ section; and
- (b) uploading new listings in the incorrect suburb, even if subsequently moved to correct suburb.

Listing of multiple dwellings at the same street address

4.1.27. Listing more than 10 unique properties at the same street address for residential subscribers or 5 properties for developer subscribers is not acceptable. Using the same titles, images or descriptions for these listings is not acceptable. Using a showroom or generic photo without reference in the listing to the fact that the image is not that of the property advertised is not acceptable.

Sold by Another Agent

4.1.28. Changing the status of a property to sold for display on the Website where you are not the selling agent. For example, where a property was listed with multiple agents, only the selling agent may change the status of the property to sold, the other agent/s must remove the listing for the property from the Platform.

Failure to mark properties as "under offer" or "under contract"

4.1.29. Failing to do any of the following:

- (a) mark a property as "under offer" within 72 hours of an offer being submitted in respect of a property;
- (b) mark a property as "under contract" within 72 hours of a conditional private treaty contract for sale being entered into in respect of a property.

Failure to remove sold properties

4.1.30. Failing to, within 72 hours of a property being sold at auction or, in a sale by private treaty, an unconditional contract of sale being entered into in respect of a property, , transfer the property to the sold database or remove the property from the Website. You must also transfer a property to the sold database or remove a property from the Website where it remains marked "under offer" or "under contract" at any date 2 months or more after first being marked "under offer" or "under contract". For the avoidance of doubt, a property will be deemed to be "sold" on the date of the contract of sale and this date must be entered as the "sale date".

Failure to remove rented properties

4.1.31. Failing to, within 72 hours of a leasing contract being entered into in respect of a property, delete the property from the residential rentals database.

Rules for Advertisement Material containing Video

4.1.32. (a) Each Video must advertise a property for sale or lease and focus predominantly on the property. You must not use Video to advertise yourself or your agency, except that you may include a transparent watermark of your agency logo in one corner of the Video with dimensions prescribed by us and which do not obstruct the Video.

4.1.32. (b) Images and sounds in Videos must relate to the property being offered for sale or lease. Displaying a 'lifestyle' image or commenting on lifestyle features is acceptable (e.g. a view from the property or an image of some local environmental or structural feature or amenity) provided the property remains the principal focus of the Video.

4.1.32. (c) You must not use the Video functionality in a way that is likely to mislead or deceive users of the Website.

4.1.32. (d) You must adhere to the technical requirements for embedding Videos communicated to you from time to time.

4.1.32. (e) You must not use the Video functionality for any unlawful, illegal, malicious or improper purpose. For example it is not acceptable to display images or include commentary that:

- (i) may defame or discredit another person or business;
- (ii) may disclose private, personal or confidential information;
- (iii) might be considered obscene, offensive, menacing or abusive;
- (iv) might infringe the rights (including without limitation proprietary rights and intellectual property rights) of any third party; or



(v) may violate any law, regulation, standard, content requirements or code promulgated by any relevant authority or industry body.

4.1.32. (f) You must not display on the Platform any Video that is created, licensed and/or provided by any of our competitors as advised by us in writing from time to time.

4.1.32. (g) The general Acceptable Use rules apply to all forms of Videos permitted by us for use or display on the Platform.

Other inappropriate content

4.1.33. Using the Service for any unlawful, illegal, malicious or improper purpose is not acceptable. For example: it is not acceptable to, in your use of the Service, display material that:

4.1.33.1. may defame or discredit another person or business;

4.1.33.2. may disclose private, personal or confidential information;

4.1.33.3. might be considered obscene, offensive, menacing or abusive;

4.1.33.4. might infringe the rights (including without limitation proprietary and intellectual property rights) of any third party;

4.1.33.5. may violate any law, regulation, standard, content requirements or code promulgated by any relevant authority or industry body.

5. BREACHING THIS POLICY

5.1. If you use the Service in way that breaches this Acceptable Use Policy, you are in breach of your agreement with us for your use of the Service.

5.2. Breaching this Acceptable Use Policy may result in us taking action to remedy the breach. This might include: suspending your subscription; deleting a specific listing, not permitting a specific listing to be uploaded to the Website in the first place or any other action that we are permitted to take under our agreement with you and according to law.

5.3. For the avoidance of doubt, if we give you notice of a breach or breaches of this Acceptable Use Policy, we may require you to remedy those breaches AND otherwise become wholly compliant with this Acceptable Use Policy within the period specified in the notice. We reserve our rights to take suspension or termination action or not display specific listings on the Platform where you are in breach of ANY requirement of this Acceptable Use Policy at any time after the period specified in such a notice (and not only where you are in continuing breach of the specific requirements identified).

5.4. Where we suspend or delete listings or listings are prevented from being uploaded to our Website due to a breach by you of this Acceptable Use Policy, you will remain liable for your contractual obligations, including any fees and charges which may accrue, during the period of suspension and/or in relation to the listings deleted by us.