

## Terms and Conditions

### Version 5- Effective Jun 2020

The following are the standard terms and conditions ("**Terms and Conditions**") that apply to your subscription of the Product/Service. Receipt of an Order Form (also known as Sales Order Agreement) signed by you will constitute your acceptance of these Terms and Conditions. Please read these Terms and Conditions in conjunction with the Order Form, and any other document provided to you at the time of signing the Order Form.

### Part A: General Terms and Conditions

#### 1. Defined terms

"**360 Tour**" has the meaning defined in Clause 5.1 of Part B: Special Terms and Conditions.

"**Advertisement Material**" or "**Listing**" means any advertisement material or listing on the Platform that advertises real estate property, project launches, property developments or personal/corporate branding for you or property related ancillary services approved by us, including the advertisement material in Clause 5.1(b) of Part A: General Terms and Conditions, which may take any form such as text, photos, Videos or 360 Tour.

"**Agreement**" consists of:

- a. these Terms and Conditions (as may be varied from time to time in accordance with Clause 2.3(i) below) comprising: Part A: General Terms and Conditions; and Part B: Special Terms and Conditions;
- b. the Order Form; and
- c. any other terms and conditions applicable to your purchase, subscription or order of the Product/Service, as mutually agreed between you and us.

"**Confidential Information**" means information in any form received or otherwise obtained by a party to this Agreement from the other party, either directly or indirectly, at any time which is (a) confidential by its nature, or (b) designated as being confidential by the disclosing party, or (c) known, or ought to be known, by a person receiving it that it is confidential, and includes the existence and contents of this Agreement but does not include information which, as the receiving party proves (i) is in or enters the public domain other than as a result of a breach of confidence (including a breach of this Agreement), or (ii) was obtained independently and on a non-confidential basis by the receiving party prior to being provided or made available by the disclosing party.

"**Hong Kong**" means the Hong Kong Special Administrative Region.

"**Order Form**" means the form (also known as Sales Order Agreement) specifying your subscription details for the Service.

"**Our magazine/publication**" refers to any publications owned or operated by the Publisher which is responsible for maintaining our Platform and all squarefoot.com.hk publications (as applicable to your subscription).

"**Platform**" refers to the squarefoot.com.hk desktop website, mobile website and mobile applications (including mobile phone, tablet and wearable applications) and any other website owned or operated by us (as applicable to your subscription or as the context requires).

"**Product/Service**" may include any of the following products or services or a combination thereof which is purchased, subscribed or ordered by you from us in the Order Form:

- a) process that will facilitate your uploading and management of your Advertisement Material (including property details and images) on the Platform;

- b) subscription to display your Advertisement Material on the Platform;
- c) online banner advertising and banner impressions run on the Platform;
- d) advertising in our magazine/publication;
- e) having your Listing featured on the Platform;
- f) having your Listing featured in our magazine/publication;
- g) sending marketing communications including electronic marketing messages relating to your products/services;
- h) training;
- i) phone support;
- j) the products/services set out in Part B: Special Terms and Conditions; and
- k) any associated or ancillary service we agree in writing to provide to you.

**"Term"** means the period of this Agreement.

**"Videos"** may include any of the following or a combination thereof:

- a) video or film;
- b) moving image; or
- c) virtual tour of a real estate property in a digital, photogrammetry or 3-dimensional format, excluding the 360 Tour.

**"We", "our", "us", "Publisher"** refers to the company set out in the Order Form; being REA Hong Kong Management Co. Limited, a member of the REA Group Ltd, group of companies (REA Group) and its employees, officers, agents, affiliates or assigned parties.

**"You", "your" or "the client" or "Advertiser"** refers to you, our customer.

## **2. Your representations, warranties, obligations and acknowledgements**

2.1 You represent and warrant to us that at all times during the Term:

- (a) you hold all required licences or accreditation to advertise, sell or lease all properties, project launches or property developments that you display on the Platform using the Product/Service;
- (b) you will not make any representations to your clients that are inconsistent with Clause 2.1(a);
- (c) you have full authority, right and power to advertise, sell or lease all properties, project launches or property developments that you display on the Platform using the Product/Service and have the proper authority(ies) in place as may be required by applicable laws and regulations;
- (d) you have full authority, right and power to provide us with, any material, listing or advertisement material for display on the Platform as Advertisement Material and to grant us the licences under Clause 2.3(b);
- (e) your Advertisement Material and any material, listing or advertisement material provided by you do not infringe any proprietary rights and intellectual property rights of any third party;
- (f) you will not allow anyone else (including without limitation another real estate office or any associated office in your real estate group to use your subscription and/or the Product/Service to list on the Platform and further, you acknowledge that where a proprietor of a property authorises multiple real estate offices in your real estate group to list a property this does not entitle you to authorise any other person or entity (including without limitation another real estate office or any associated office in your real estate group) to use your subscription;
- (g) you will comply with all of your obligations set out in Clause 2.2 below.

2.2 You must:

- (a) comply with our [Privacy Policy](#), [Terms of Use](#) and [Acceptable Use Policy](#) (as varied from time to time);
- (b) only advertise property/properties that are currently available for purchase or lease within the area(s) or country/countries in which you hold a current real estate agent's licence;
- (c) only upload Listings to our Platform yourself or through an authorised third party who has been provided with and agreed to the terms and conditions under the Agreement; and you must not allow anyone else to use your subscription and/or the Product/Service to upload Listings on the Platform;
- (d) within seventy-two (72) hours of the execution of a sale and purchase agreement or a leasing/tenancy agreement for the property you advertise on the Platform, either mark the property as "under contract" in the Listing, or transfer the Listing to the archive database, or remove the Listing from our Platform;
- (e) remove all inactive or invalid Listings (e.g. where the property has then been sold or leased out) from the active database and comply with our direction to update your Listing (including without limitation extending the publication period or withdrawing or archiving the Listing), so as to ensure that our Platform is up to date (failing which we are entitled to remove the Listing from our Platform without prior notice);
- (f) ensure that any statement you make to us, any Advertisement Material or any content or material provided by you (including content uploaded to the Platform):
  - (i) is not unlawful;
  - (ii) is made or supplied under a valid licence between you and the relevant licensor, if such licence is required under applicable laws;
  - (iii) is not uploaded for an improper purpose;
  - (iv) is not misleading or deceptive or likely to mislead or deceive (including for the reason that the branding on a Listing would, or would be likely to, mislead or deceive consumers about your company or individual agent that was responsible for selling or leasing the relevant property);
  - (v) does not include information that is defamatory, fraudulent, in breach of any proprietary right, copyright or other intellectual property right of any third party or would otherwise expose us to any liability, legal proceedings or other sanction; and
  - (vi) does not otherwise breach the [Acceptable Use Policy](#).
- (g) if you are, in our reasonable opinion, in breach of Clause 2.2(e) or 2.2(f) above, promptly comply with any direction we give to you in relation to your relevant Listing(s) including any direction to delete, amend or update any relevant Advertisement Material;
- (h) where you provide us with personal information of an individual (as defined in applicable privacy laws):
  - (i) you must have informed the individual that their personal information will be used and disclosed by us in accordance with our [Privacy Policy](#) and have received consent from the individual to disclose their personal information to third party advertisers and that those third party advertisers may contact them regarding the marketing of their property; and
  - (ii) you have not breached any regulatory or contractual obligations in providing the personal information to us.
- (i) ensure that you do not make, arrange or authorise the insertion of any reference to us or the Platform or our magazine/publication in any document (including promotional or merchandising material) or on any website or mobile application (mobile phone, tablet or wearable application) other than the Platform without our prior written consent;

- (j) abide by any applicable Code of Practice, Code of Conduct or similar code or guideline (incorporating privacy and advertising codes) issued by your local internet industry professional association;
- (k) comply with any guidelines and codes issued by your local and national body for your type of organisation (including without limitation real estate agent association);
- (l) comply with all applicable laws, including without limitation laws relating to real estate agent, fair trading, consumer protection, privacy and antitrust or competition and any other applicable advertising standards and regulations;
- (m) ensure that:
  - (i) your username and password for accessing the Product/Service are kept secure at all times and are only disclosed to persons authorised to incur charges on your behalf. However you are responsible for any use of the Product/Service using your username and password by any person (whether authorised or otherwise) and, without limitation, you must pay any charges incurred as a result of that use;
  - (ii) material submitted through the Product/Service by you refers only to listing details of a particular property;
  - (iii) the listing details for a particular property through the Product/Service are only listed by you (including any associated offices in your real estate group) once;
  - (iv) any reference to material other than listing details for a property must receive our written approval prior to your submission;
  - (v) ensure that no other person or entity, authorised or otherwise, use of your subscription and/or the Product/Service to list on the Platform;
- (n) be responsible for any use of the Product/Service using your subscription by any person (whether authorised or otherwise) and, without limitation, pay any charges incurred as a result of that use;
- (o) only collect, use, disclose and store personal information obtained through the Platform including through leads generated by users submitting enquiries on the Platform, for the sole purpose of contacting the person enquiring in relation to the specific property they have enquired about, unless advised otherwise by us; and
- (p) not use our registered or unregistered trademarks for any purpose that we have not previously approved in writing or in a manner that is likely to mislead individuals into believing there is an association between your brand and our brand, other than that of customer and service provider, without our prior written consent.

2.3 You acknowledge and agree that at all times during the Term:

- (a) where you authorise or request us (in writing or verbally) to upload any Advertisement Material on your behalf or create a listing using material from your website or material that you or your company has provided to us or directed us to use, such advertisement material, listing and the material comprising it will be considered an 'Advertisement Material' and be subject to the terms of this Agreement;
- (b) in consideration of us granting you a right for your Advertisement Material to be displayed on the Platform and the other services we provide, you grant us an irrevocable, world-wide, royalty free licence to commercialise, copy, license to third parties, use and adapt for any purpose related to our business any Advertisement Material, content or material you provide to us during the Term, and this licence survives termination of this Agreement by you or us;

- (c) we are not under any obligation to monitor or censor the Advertisement Material, content or material provided by you but we reserve the right to do so and to take any action we deem appropriate (including removing or amending some or all of your Advertisement Material without notice);
- (d) you are solely responsible for the content of your Advertisement Material and any errors or omissions in your Advertisement Material, content or material you provide to us and further, you acknowledge that our role is one of publisher only;
- (e) we will use reasonable endeavours to provide you with continuous operation of the Platform and the Product/Service we provide to, however we cannot guarantee this and technological failures or delays may prevent us from doing so;
- (f) you are responsible for and must pay the cost of any and all telecommunications, internet access and related charges incurred when using the Product/Service, whether or not such access has been arranged by us;
- (g) a residential subscription to the Product/Service allows you to display Advertisement Material only in respect of residential properties and premises;
- (h) a commercial subscription to the Product/Service allows you to display Advertisement Material only in respect of commercial properties and premises;
- (i) we reserve the right to change the terms and conditions in the Agreement at any time without notice to you by publishing the new terms or conditions on the Platform and further, you acknowledge that your use of the Product/Service constitutes your acceptance of those new terms or conditions and should you object to any new terms or conditions or other notices on the Platform, your sole option is to terminate this Agreement by giving us thirty (30) days' written notice;
- (j) this Agreement consists of the documents referred to in Clause 2 above, as varied from time to time in accordance with Clause 2.3(i) above;
- (k) all features of the Product/Service are subject to change, development and discontinuation and as such, we may vary or discontinue any feature of a Product/Service at any time without notice to you and further, you acknowledge that your use of the Platform constitutes your acceptance of such change, development and/or discontinuation in the Product/Service feature and should you object to any such change, development and/or discontinuation, your sole option is to terminate this Agreement by giving us thirty (30) days' written notice; and
- (l) where you have provided us with your contact details and/or those of your employees or your employees have provided us with their contact details (verbally or in writing, including by the provision of a business card to our employees), we may contact you and your employees from time to time in relation to products and services offered by us or our business partners and you authorise us:
  - I. to contact you or your employees via phone, email, text message, push notifications and other electronic media unless you explicitly request us not to contact you or your employees via these media; and
  - II. to contact you or your employees via any of these methods without including an unsubscribe facility, to the extent permitted by law.

### **3. Contract Term**

Unless otherwise specified and agreed by us in the Order Form, this Agreement shall continue for a period of twelve (12) months from the date of the last party signing the Order Form, or from the date that charges become due, whichever is later.

### **4. Termination of Product/Service by you**

You agree that once the Term commences, you may not terminate the Agreement for any reason until the expiry of that Term. If you purport to terminate the Agreement, you acknowledge that the remaining fees payable under the Agreement for the remainder of the Term is a debt due to us and you agree to pay those fees within seven (7) days of your purported termination of the Agreement. You agree that this is not a penalty, but a reasonable measure of actual damage to us as a result of your early termination.

### **5. Termination or suspension of Product/Service by us**

5.1 We may terminate the Agreement at any time for any reason provided that we give you at least seven (7) days' written notice. Should you continue to use the Product/Service following termination of the Agreement, you shall remain liable for any and all costs incurred by you.

5.2 Notwithstanding Clause 5.1 and without limiting our other rights, we may immediately suspend or temporarily remove any of your Advertisement Material or terminate the Agreement if:

- (a) you fail to pay any fees or charges due to us by the due date;
- (b) you breach any part of this Agreement and the breach is material and not capable of being rectified (and, for these purposes, any breach of any obligation under Clause 2.1 above will be regarded as material);
- (c) you breach any part of this Agreement (whether or not the breach is material) and fail to rectify that breach within seven (7) days of the breach;
- (d) any warranties provided or representations made in this Agreement (including without limitation any of those in Clause 2.1 above) are incorrect or you breach any of them;
- (e) any statement you make to us, any Advertisement Material or any content or material provided by you (including content uploaded to the Platform) is false, misleading or deceptive;
- (f) you enter into bankruptcy, liquidation, provisional liquidation, administration, receivership, receivership and management, a composition of arrangement with your creditors, or appoint a receiver, manager or controller over all or any part of your assets, or are protected from creditors are under any statute, or become or are deemed to become insolvent; or
- (g) you die, or if you are in a partnership, are dissolved or an application to dissolve is filed, or if you are a company, are wound up or an application for winding up is filed.

5.3 In the event that we exercise our right to suspend or temporarily remove your Advertisement Material pursuant to Clause 5.2 above, you remain liable for all subscription and Product/Service fees until the termination or expiration of this Agreement.

### **6. Effect of termination (by you or us)**

6.1 Termination of the Agreement (by you or us), or suspension or temporary removal of listings pursuant to Clause 5.2 above, does not:

- (a) relieve you of your liability to pay fees up to the effective time of termination and, for the avoidance of doubt, invoices will still be issued and payable for periods of suspension and during notice periods leading to termination;
- (b) relieve either party of its accrued obligations and liabilities pursuant to this Agreement which may be enforced before or after termination; and
- (c) waive any accrued rights in respect of any breach of this Agreement by you.

6.2 In addition to Clause 6.1, you acknowledge that:

- (a) you must, immediately following the expiry or early termination of the Agreement, return to us or destroy (at our option) all of our Confidential Information, which is in your possession, custody or control;
- (b) you remain liable for all fees incurred before expiry or early termination of the Agreement and you must pay all outstanding amounts to us within seven (7) days of expiry or termination; and
- (c) if you continue to use the Product/Service following termination of the Agreement, you shall remain liable for any and all fees incurred by you (these fees may be calculated at our "out of contract" rate which is higher than our usual rates).

## **7. Deferral of Advertisement Material**

Once you have submitted the Order Form to us, you may not defer the publication of your Advertisement Material on the Platform or our magazine/publication without our written consent, which may be given or withheld at our complete discretion.

## **8. Packages, Fees and Billing**

8.1 We offer a number of different packages that vary in terms of price, payment terms, products and services included. You may subscribe to any of these packages but switching, or addition of special conditions to, packages is at our sole discretion.

8.2 Our fee for the Product/Service is specified in the Order Form or as notified by us from time to time.

8.3 Without limiting Clause 8.2 above, we reserve the right to change our fee for the Product/Service or any package component of your subscription at any time. You will be notified in advance of any such change.

8.4 For the client who:

- (a) resides, or is located, in Hong Kong; or
- (b) is a Hong Kong registered company

all payments must be made by telegraphic transfer (bank transfer) or cheque.

8.5 For the client who:

- (a) resides, or is located, outside of Hong Kong; or
- (b) is a company registered in a country other than Hong Kong

("International Client") may make payments by telegraphic transfer (bank transfer).

8.6 You must pay all fees in accordance with our payment terms.

- 8.7 In the event that the Advertiser fails to pay the fees before the expiry of the due date, without prejudice to any other right or remedy available to the Publisher, the Publisher shall be entitled to:
- (a) remove any reference or prevent access to your Advertisement Material on our Platform;
  - (b) levy a fee of HK\$150.00 for late payment on the Advertiser;
  - (c) immediately terminate the Contract and suspend any further Listing of the Advertiser and/or further provision of the Product/Service to the Advertiser;
  - (d) demand the immediate payment of all Listings placed under the Order Form or any other contract between the Publisher and the Advertiser which shall become immediately due and payable notwithstanding the fact that the time for payment has not fallen due;
  - (e) where payment has not been made within one month from the due date, charge the Advertiser an administration fee of 7.5% of the invoice due or HK\$500.00 whichever is the greater;
  - (f) charge the Advertiser interest (both before and after any judgment) on the amount unpaid at the Hong Kong Interbank Offer Rate (HIBOR) plus 3% per month (on a compounded basis) until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest);
  - (g) charge and demand the Advertiser to pay any costs incurred in pursuing non payment and collecting the overdue amount, including but not limited to collection of agency fees and legal fees, together with any bank charges and administration costs.
- 8.8 The Publisher may at any time, suspend or cancel an Advertiser's credit account facilities upon where payment for all Listings shall become due and payable immediately.
- 8.9 You will pay all taxes, duties and other government charges payable in connection with the Agreement whether applying as at the date of this Agreement or in the future, but excluding taxes, duties and government charges based on our income.

## **9. Credit provisions**

- 9.1 By signing the Order Form, you authorise us to enquire, or carry out any credit check, with any credit reporting agency, financial institution or any other third party (collectively "Credit Third Parties") concerning your credit standing, history or capacity as we may require at any time.
- 9.2 You acknowledge and agree that for the purpose of making the enquiry or carrying out the credit check under Clause 9.1, personal information and/or personal credit information about you or your directors and officers will be disclosed to, or received from, the relevant Credit Third Party(ies).

## **10. Confidentiality**

Unless required to do so by law, you must not, without our prior written consent, disclose (whether orally or in writing or any other form):

- (a) any Confidential Information about this Agreement (including the Order Form); or
- (b) your relationship with us or the Platform.

## **11. Limitation of Liability and Indemnity**

11.1 To the extent permitted by law, we:

- (a) exclude all conditions and warranties implied into the Agreement;

- (b) exclude consequential, special or indirect loss or damage (including but not limited to loss of opportunity, loss of revenue, loss of data and loss of profits);
- (c) limit our liability for breach of any condition or warranty that we cannot exclude to the greater of (at our option):
  - (i) resupplying the Product/Service; or
  - (ii) paying the cost of having the Product/Service resupplied; and
- (d) limit our liability in respect of any other claim under or in connection with the Agreement, whether the claim is based in contract, tort (including negligence, statute or otherwise) to the amount paid to us by you under the Agreement and reduce that liability to the extent that you cause or contribute to the loss the subject of the claim.

11.2 You must take all reasonable steps to minimise any loss you suffer or are likely to suffer and that is the subject of a claim against us under the Agreement. If you do not take reasonable steps to minimise that loss, then our liability to you for the relevant claim will be reduced accordingly.

11.3 We will not be liable under the Agreement to the extent that liability is caused by:

- (a) any breach of your obligations under the Agreement or a negligent act or omission by you; or
- (b) any delay in performance or breach of the Agreement which arises as a result of any matter beyond our control including but not limited to viruses, other defects or failure of the server hosting our Platform.

11.4 You indemnify us and our officers, employees and agents (each an "**Indemnified Party**") against any direct or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any Indemnified Party as a result of any claim or proceedings brought by a third party against an Indemnified Party in connection with any Advertisement Material or any content or material uploaded, provided or submitted by you in connection with this Agreement or any other act or omission by you in connection with your use of the Platform, the Product/Service or our other services. For the avoidance of doubt, such third party claim or proceeding may include without limitation infringement of proprietary or intellectual property rights of a third party.

11.5 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of the Agreement for whatever reason.

## **12. General**

12.1 No delay or failure by us to enforce any provision of the Agreement will be deemed a waiver or create a precedent or will prejudice our rights. No waiver by us will be effective unless it is in writing and signed by us.

12.2 We will send all notices, invoices and other communications to you at the email address, prepaid post and/or facsimile number you have provided to us. It is your sole responsibility to ensure that you provide us with your current contact email address, office address and/or facsimile number.

12.3 All notices from you to us (including termination notices) must be sent to General Manager – Hong Kong, REA Hong Kong Management Co. Limited, 15/F YF Life Tower, 33 Lockhart Road, Wanchai, Hong Kong. These contact details may be varied from time to time. It is your responsibility to check these Terms and Conditions for current contact details.

- 12.4 You must not assign or novate the Agreement without our written consent, or appoint an agent without our prior written consent.
- 12.5 We may assign or novate the Agreement at any time. If we assign or novate the Agreement, we will notify you of the assignment or novation.
- 12.6 The Agreement (together with any documents referred to in this Agreement or provided by us at the same time as the Agreement) comprises the entire agreement between the parties about its subject matter. It supersedes all prior understandings, agreements or representations and you may not rely on any representations or warranties about the subject matter of the Agreement except as expressly provided in this Agreement.
- 12.7 The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any term of the Agreement are expressly excluded and no terms of the Agreement are, or are intended to be, enforceable by any person not being a party to them. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement, or any term of the Agreement, are not subject to the consent of any third party.
- 12.8 The laws of Hong Kong govern the Agreement.
- 12.9 Each party submits to the non-exclusive jurisdiction of the Courts of Hong Kong and waives any right it has to object to an action being brought in a Court of Hong Kong (including that the action has been brought in an inconvenient forum, or that the Court does have jurisdiction).
- 12.10 If any term of the Agreement is void, unenforceable or illegal, that term is severed. The remainder of the Agreement has full force and effect.
- 12.11 Our rights and remedies provided in the Agreement are in addition to any other rights and remedies given to us by law and equity independently of the Agreement.

## **Part B: Special Terms and Conditions**

### *Display of Advertisement Material on Global Property Network*

#### **1. Eligibility for Global Property Network**

1.1 You are eligible to display your Advertisement Material on the Global Property Network, which consists of the following websites hosted by one of our related companies within REA Group:

- (a) [www.squarefoot.com.hk](http://www.squarefoot.com.hk);
- (b) [www.iproperty.com.my](http://www.iproperty.com.my);
- (c) [www.thinkofliving.com](http://www.thinkofliving.com);
- (d) [www.realestate.com.au](http://www.realestate.com.au);
- (e) [www.realtor.com](http://www.realtor.com); and/or
- (f) [www.housing.com](http://www.housing.com).

1.2 Limitations on Eligibility

We may limit your eligibility to display your Advertisement Material on Global Property Network:

- (a) by categories, such as by reference to upgrade status on the Platform, the type of property and/or the value of the property;
- (b) by customers, based on your conformity to your obligations under this Agreement, including any timeframes for following up leads obtained via Global Property Network

The limitations on eligibility above will be communicated to you from time to time.

## **2. Display of Advertisement Material on Global Property Network**

- 2.1 The priority of listings in search results will depend on how users of Global Property Network choose to sort their results (e.g. newest to oldest listing, lowest to highest price etc). The default sort priority is at our discretion.
- 2.2 The duration of your Advertisement Material on display on Global Property Network will be for so long as the Advertisement Material is an active listing on the Platform, unless some shorter duration is specified in the Order Form for the Global Property Network listing. The duration specified on the Order Form runs uninterrupted from the start date of the listing, despite any instruction to postpone publication for any period of time.
- 2.3 By purchasing or agreeing to display Advertisement Material on Global Property Network, you consent to us amending your content as it appears on Global Property Network where we consider (in our absolute discretion) it is necessary to comply with laws and regulations in the host country for the applicable website.
- 2.4 Your Advertisement Material may also be syndicated to other international property websites with whom we have entered into syndication arrangements, for greater audience reach and exposure.
- 2.5 In the event you do not wish to have your Listing or Advertisement Material syndicated on any of the websites under Global Property Network or any of our partner's international property websites then notify us in writing and we will remove your Listing or Advertisement Material within a reasonable timeframe.

## **3. Part A: General Terms and Conditions also apply to Advertisement Material on Global Property Network**

- 3.1 These Part A: General Terms and Conditions also apply to your Advertisement Material on Global Property Network, unless the context requires otherwise.
- 3.2 Note that as well as the limitations on liability set out in the above terms and conditions, to the extent permitted by law we specifically disclaim any liability in relation to inaccuracies in translation, miscommunications in the liaison services or outages in the site, for any reason.

## **4. Fees and billing**

- 4.1 The fees for your purchase or display of Advertisement Material on Global Property Network will be specified in the Order Form. Fees are payable in accordance with the payment provisions of Clauses 8.6 and 8.7 of Part A: General Terms and Conditions.
- 4.2 Without limiting Clause 4.1 above, we reserve the right to change the fees at any time. You will be notified in advance of any changes to fees.
- 4.3 No refunds can be given once your order is made.

## **5. Eligibility for myfun.com**

- 5.1 You are eligible to display your Advertisement Material on myfun.com, hosted by one of our related companies in the People's Republic of China, however:

- (a) we may limit the eligible categories of your Advertisement Material for myfun.com, for example by reference to upgrade status on the Platform, the type of property and/or the value of the property; and
- (b) we may also limit eligibility for certain customers, for example if there is a failure to meet any of your obligations under this Agreement, including any timeframes for following up leads obtained via myfun.com.

5.2 The limitations on eligibility above will be communicated to you from time to time.

## 6. Display of Advertisement Material on myfun.com

- 6.1 The priority of listings in search results will depend on how users of myfun.com choose to sort their results (e.g. newest to oldest listing, lowest to highest price etc). The default sort priority is at our discretion.
- 6.2 The duration of your Advertisement Material on display on myfun.com will be for so long as the Advertisement Material is an active listing on the Platform, unless some shorter duration is specified in the Order Form for the myfun.com listing. The duration specified on the Order Form runs uninterrupted from the start date of the listing, despite any instruction to postpone publication for any period of time.
- 6.3 By purchasing or agreeing to display Advertisement Material on myfun.com, you give consent for us to amend or remove your content (in whole or in part) as it appears on myfun.com where we consider (in our absolute discretion) it is necessary to comply with laws and regulations in the People's Republic of China or where we are restricted from displaying such Advertisement Material on myfun.com due to technological barriers. For the avoidance of doubt we are restricted from displaying on myfun.com, any video content originating from YouTube or Vimeo.
- 6.4 Your Advertisement Material may also be syndicated to other international property websites with whom we have entered into syndication arrangements, for greater audience reach and exposure.

### 360 Tour

## 7. 360 Tour Services

- 7.1 "**360 Tour**" means a film, interactive or non-interactive, in a digital, photogrammetry or 3-dimensional format, which provides a user with a virtual tour, walkthrough or plan of a location, real estate property, project launch or property development (collectively "**Location**").
- 7.2 "**360 Tour Services**" means our Service to capture visual images of the Location and generate the 360 Tour(s) for display on the Platform as Advertisement Material.
- 7.3 If you purchase 360 Tour Services, you agree and acknowledge that:
  - (a) you will be granted a non-exclusive, revocable, non-transferable licence to:
    - (i) use and access the 360 Tours from the Platform and we will take reasonable steps to facilitate such access for the duration of the Term, subject to Clause 7.3(i); and
    - (ii) host the 360 Tours from the Platform on your own website, media and/or platform, subject to Clause 7.3(e);

- (b) we or our licensors own all rights, titles and interests (including without limitation copyright or other intellectual property rights such as any logo, trademark or watermark) in the 360 Tours and any other material developed to create the Advertisement Material;
- (c) you do not own and shall not claim ownership to any right, title and interest in and to the 360 Tour, and nothing in these Terms and Conditions assigns to you any right, title, and interest in and to the 360 Tour and any other material developed to create the Advertisement Material (including without limitation any copyright or other intellectual property rights in the 360 Tour e.g. any logo, trademark or watermark therein);
- (d) we are under no obligation to provide you with any copy of the 360 Tour;
- (e) when hosting or displaying the 360 Tour in accordance with Clause 7.3(a)(ii), you are not allowed to modify or adapt the 360 Tour (including without limitation any logo, trademark or watermark therein) and must host and/or display the 360 Tour from the Platform on an “as is” basis;
- (f) your hosting or displaying of the 360 Tour in accordance with Clause 7.3(a)(ii) or (e) is solely your responsibility and neither we nor our service provider accept any liability in relation thereto;
- (g) the 360 Tour Services are performed using the visual images captured from the Location on an “as is” basis;
- (h) we and/or our service provider accept no liability in relation to any defects or damages to or in the Location which might impact on the correctness, accuracy and/or quality of the 360 Tour or the 360 Tour Services;
- (i) our provision of the 360 Tour Services is conditional upon the validity or continuity of any licence(s) that we may require from our licensor(s) or service provider for the creation of the 360 Tour and/or display on the Platform as Advertisement Material; and
- (j) you have full authority and are authorised to provide us, our personnel, representative or third party service provider with access to enter the Location to perform the 360 Tour Services.

7.4 You indemnify us and any and all of those Indemnified Parties against any direct or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any Indemnified Party as a result of your breach of Clause 7.3(a), (e) and (j) above. Such indemnity is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement for whatever reason.