

AGENT UPLOAD SERVICE LEVEL AGREEMENT

Version 5 – Effective Aug 2018

BACKGROUND:

- A. The subscriber (“you”) is a user of the on-line listing service provided by REA Hong Kong Management Co. Limited. (“Square Foot”, a member of the REA Group Ltd, group of companies (“REA Group”), responsible for maintaining the Square Foot website and all squarefoot.com.hk publications and has the need to send electronic data to Square Foot on a regular basis.
- B. Square Foot has developed the Agent Property Interface (“API”) as a multiple uploading tool between your computer system, Square Foot and the web sites powered, owned or operated by Square Foot, to allow more efficient management of your property data being sent to Square Foot than the regular Agent Admin System.
- C. The Agent Upload Service (“the Service”) allows subscribers of Square Foot’s listing service to upload property data using the Agent Property Interface either directly from your computer system to Square Foot or via a third party’s computer system.
- D. Square Foot has agreed to provide you with the Service on the terms and conditions of this Agreement.

AGREEMENT:

1. INTERCONNECT

- (a) In order to use the Service, you must make the necessary arrangements to send data to Square Foot through an **Interconnect**.
- (b) An **Interconnect** can be established with your IT department or with a third party provider (known as a **Multi-Loader**).

2. MULTI-LOADERS

- (a) If you choose to use the Service through a **Multi-Loader**, the **Multi-Loader** will be considered your **Technical Contact** for the purposes of this Agreement and in relation to any technical problems that may arise in the course of providing the Service.
- (b) A **Multi-Loader** is **Certified** if it has entered into an **ISLA** with Square Foot in relation to the Service.

(c) Square Foot will only accept data from a **Certified Multi-Loader**.

3. SPECIFIED FORMAT

3.1 Overview

- (a) The Service is designed to accept data in the Specified Format.
- (b) You acknowledge that Square Foot may, but is not obliged to, reject data sent pursuant to this Agreement that is not in the **Specified Format**.
- (c) You acknowledge that the Service may not provide access to all the features and facilities available on the web sites that would otherwise be available by using the **Administration System (manual uploading)**.
- (d) You acknowledge that your use of the Service does not absolve you of your obligations under the terms and conditions relating to any **Square Foot on-line listing service(s)** you have had with Square Foot.
- (e) You agree that from time to time Square Foot may, but is not obliged to, compile and send to you files ("Precompiled Files") for you to review and either upload via the Interconnect or otherwise approve for loading by Square Foot onto the Administration System and (where applicable) directly onto the Square Foot web site. Square Foot is not responsible for the content or format of any Precompiled File. You must ensure that the content and format of a Precompiled File is correct before uploading or approving it. This agreement will apply in relation to any Precompiled File that you upload (or approve) as if you had compiled (and uploaded) it.
- (f) You irrevocably, retrospectively and prospectively authorise Square Foot to download property listings data (including graphics and other information) from any website run by or for you, for the purpose of compiling Precompiled Files, generated for the sole purpose of the uploading of property listings onto squarefoot.com.hk.

3.2 Set-up considerations

You acknowledge that:

You or your Multi-Loader must ensure that by using the Service, you are not uploading properties that are already exist in the Administration System.

(a) if you are new to Square Foot and have property data on the **Square Foot website**, upon initiating the Service, your computer system or that of your **Multi-Loader**, will need to prepare a file of all properties to be published on the **Square Foot website** and that this file will replace all properties that you have currently listed on the **Square Foot website**; and

(b) you must ensure that your computer system creates a file of all properties you wish to be published on the **Square Foot website**

3.3 Set-up procedure where an ISLA exists

If your IT department or your **Multi-Loader** already has an **ISLA** with Square Foot, then the Service will be established by the following process:

(a) you sign this Agreement; then

(b) you notify your IT department or **Multi-Loader** of this Agreement; then

(c) the Service is made available for your use.

3.4 Set-up procedure where an ISLA does not exist

If your IT department or **Multi-Loader** does not have an **ISLA** with Square Foot, the Service will be established by the following process:

(a) testing commences with your IT department or **Multi-Loader** after Square Foot has provided the **Specified Format** specification and has received back the signed **ISLA**; then

(b) if testing is successful, the Service is made available for your use after Square Foot has received back a signed Agent Upload Authorisation Form from you.

3.5 Changes to Specified Format

(a) From time to time, Square Foot may alter and update the **Specified Format** in order to accommodate new features of the **Square Foot website** and your web site powered by Square Foot.

(b) Before implementing any alteration and update to the **Specified Format**, Square Foot will alter and amend the API documentation so that it is compatible with the new file format and give at least 30 days notice to your Technical Contact.

(c) You acknowledge that alterations and updates to the **Specified Format** may not always be compatible with previous versions of the Specified Format or with other file formats and that

it is the responsibility of your Technical Contact (whether your IT department or your **Multi- Loader**) to ensure that you stay updated and using the latest version of the **Specified Format**.

(d) You acknowledge that if you are unable to make full use of the Service due to your use of a superseded version of the **Specified Format** or other file format, Square Foot will not be considered in breach of this Agreement.

4. THE INTERCONNECT SERVICE LEVEL AGREEMENT (“ISLA”)

4.1. Party to ISLA

(a) If you establish an **Interconnect** directly with Square Foot from your computer system, then you must abide by the terms of the **ISLA**.

(b) If you establish an **Interconnect** through a **Multi-Loader**, then your **Multi-Loader** must abide by the terms of the **ISLA**.

4.2. Terms of the ISLA.

The terms of the ISLA are those available on the **Square Foot website**, as amended from time to time in accordance with the process in the **ISLA**, and are incorporated into this Agreement.

5. SUPPORT

(a) Square Foot provides access to telephone technical support staff to assist you or your Multi- Loader in diagnosing of problems that may occur in operating the Service.

(b) You must ensure that, where possible, any technical problems are reported by your Technical Contact. **If you establish an Interconnect through a Multi-Loader, you must report technical problems to your Multi-Loader before making a support request to Square Foot.**

(c) You acknowledge that Square Foot may require detailed and technical information from your Technical Contact in order to provide the support requested and that without that information, support from Square Foot may be of minimal assistance.

(d) You acknowledge that Square Foot may assist in diagnosing but is not obliged to remedy technical faults in your computer system or that of your **Multi-Loader**.

(e) You acknowledge that Square Foot may charge for support if resolving an issue specific to your system and it is in breach of the Specified Format guidelines –

6. SUSPENSION OF THE SERVICE

- (a) You acknowledge that the terms of the **ISLA** allow Square Foot to suspend your use of the Service in certain circumstances, including where invalid data is being received from you or your **Multi-Loader**.
- (b) If your subscription is suspended under your subscription agreement, Square Foot may also suspend your use of the Service for the same period as the suspension of your subscription.

7. TERM AND TERMINATION

7.1 Term and Expiry

Unless otherwise terminated in accordance with this Agreement, this Agreement continues for as long as you use the Service and applies whenever you use the Service.

7.2 Automatic termination

If your subscription agreement is terminated, this Agreement is also automatically terminated.

7.3 Termination by Square Foot

Square Foot may terminate this Agreement, by giving you seven (7) clear day's notice in writing, if:

- (a) You breach a term of this Agreement and fail to rectify the breach within seven (7) days of being given notice in writing to rectify the breach; or
- (c) Your **Multi-Loader** is in breach of the **ISLA** and fails to rectify the breach within seven (7) days of being given notice in writing to rectify the breach; or
- (d) Your use of the Service has been suspended for seven (7) consecutive days or on three(3) or more separate occasions under the terms of the **ISLA**; or
- (e) You die, your partnership is dissolved or an application is made to dissolve your partnership, you become insolvent or (if you are a company) an application is made to wind up the company.

7.4 Consequences of termination

You acknowledge that:

(a) You must pay all outstanding amounts due to Square Foot under this Agreement, within seven (7) days of termination of this Agreement; and

(b) Termination of this Agreement does not relieve you of your obligations and liabilities under this Agreement and we reserve our right to enforce any of those obligations and liabilities.

8. AMENDMENT

Square Foot reserves the right to amend the terms and conditions of this Agreement at any time. You will be provided with notice of the amendments to this Agreement and your continued use of the Service after receiving such notice will be deemed your acceptance of the amended terms and conditions.

9. LIABILITY OF Square Foot

9.1 Limitation of liability

To the maximum extent allowable by law, Square Foot:

(a) Excludes all conditions and warranties that might otherwise be implied into this Agreement; (b) Will not be liable to you for any consequential, special or indirect loss or damage (including, but not limited to loss of opportunity, loss of revenue and loss of profits);

(c) Limits its liability for breach of any non-excludable condition or warranty to, at its option, the greater of resupplying the Service or paying the cost of having the Service resupplied;

(d) Limits its liability in respect of any other claim in connection with this Agreement, whether the claim is based in contract, tort (including negligence) or statute to the amount paid to us by you under this Agreement.

9.2 No liability

Square Foot will not be liable under this Agreement to the extent that liability is caused by your breach of this Agreement or any other agreement with Square Foot or is caused by any circumstance beyond the reasonable control of Square Foot (including, but not limited to viruses and other defects or failure of Square Foot computer hardware).

10. MISCELLANEOUS

- (a) This Agreement is governed by the laws of Hong Kong and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction under Hong Kong law.
- (b) If any part, being a word, sentence, paragraph or otherwise, of this document is, or becomes, void or unenforceable, that part should, if possible, be read down by the Court so as not to be void or unenforceable, failing which that part is, or will be, severed from this document so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.
- (c) Any notice given under this Agreement must be in writing and given by hand or sent by registered post, pre-paid post or other document delivery service, fax or e-mail to the address provided by the intended recipient of the notice, or its usual business address.
- (d) No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- (e) You must not assign this Agreement without our prior written consent or appoint an agent without Square Foot's prior written consent.
- (f) Square Foot may assign or novate this Agreement at any time. If Square Foot assigns or novates this Agreement, Square Foot will notify you of the assignment or novation.

11. INTERPRETATION OF THIS AGREEMENT

11.1 Unless the context requires otherwise:

Administration System means the 'Agent Admin' system for uploading property data to Square Foot's database via the Square Foot web site.

Administrative Contact means the person you have nominated as your Administrative Contact on the Authorisation Form for the purposes of this Agreement.

Certified means, in relation to a customer or a Multi-Loader, a person who has entered into an Interconnect Service Level Agreement with Square Foot.

Interconnect means the connection between your computer system and Square Foot, using the Agent Property Interface, through which data in the Square Foot database is uploaded using files in the Specified Format uploaded by you or your Multi-Loader or sent by you or your Multi-Loader to Square Foot.

ISLA means Interconnect Service Level Agreement.

Multi-Loader means a third party nominated by you to be responsible for the regular sending of data on your behalf to Square Foot, in the appropriate file format, for publishing on the Square Foot web site and on your web site powered by Square Foot.

Schedule A means Schedule A to this Agreement.

Specified Format means the current version of the unique file format developed by Square Foot and its related bodies corporate, as notified by Square Foot to you from time to time.

Square Foot on-line listing service means any service provided by Square Foot to enable a person to display or advertise properties on the Internet.

Square Foot website means the website located at the domain “www.squarefoot.com.hk”.

Technical Contact means the person you nominate as the Technical Contact on the authorization form that you submit to Square Foot in connection with this Agreement.

11.2 The singular number includes the plural and vice versa; words importing one gender include every gender; and a reference to a person includes a corporation and vice versa.

11.3 Any reference to any of the parties by their defined terms includes that party’s executors, administrators and permitted assigns or, being a company, its successors and permitted assigns.

11.4 References to statutes, regulations, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

11.5 Any headings have been included for ease of reference and no part of this Deed is to be construed or interpreted by reference to them.