

Terms, conditions and privacy policy for TrackMyMove

Last updated: 15 November 2016

This document is provided to ensure you are informed about your rights and obligations when using or purchasing TrackMyMove, and to ensure that you are aware of how we use your personal data.

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A Definitions and contact details

TrackMyMove and its associated services (“our services”) are provided by Properr Software Ltd. Our services may be offered to you because you are one of our clients, or because of your association with one of our clients.

The terms “we”, “us” and “our” refer to Properr Software Ltd, a limited company registered in England and Wales under company number 09917675 and having our registered office at Britannia House, Caerphilly Business Park, Caerphilly, CF83 3GG, United Kingdom.

Our main trading address is 9-11 Castle Street, Cardiff, CF10 1BS, United Kingdom.

Our VAT registration number is GB 232 9401 27.

To contact us, please e-mail <support@trackmymove.com> or telephone us on 029 21202030.

The terms “you” and “your” refer to the user or purchaser of our services.

B Terms of use

This policy sets out the terms between you and us under which you may access our services.

- 1 By using our services you accept these terms
- 1.1 By using our services, you confirm that you accept these terms of use and that you agree to comply with them.
- 1.2 If you do not agree to these terms, you must not use our services.
- 1.3 We recommend that you retain a copy of these terms for future reference.

2 We may make changes to these terms

- 2.1 We may amend these terms from time to time and without notice to you. Every time you wish to use our services, please check these terms to ensure you understand the terms that apply at that time.

3 We may make changes to our services

- 3.1 We may update and change our services from time to time to reflect changes to our users' needs and our business priorities.
- 3.2 Although we go to considerable effort to ensure the reliability of our services, we do not guarantee that our services, or any content therein, will always be available or be uninterrupted. Our services are provided on an “as is” and “as available” basis.
- 3.3 Although we go to considerable effort to secure our services, we do not guarantee that our services will always be secure or free from bugs or viruses.
- 3.4 We may suspend or withdraw or restrict the availability of all or any part of our services for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

4 Accessing our services

- 4.1 You are responsible for providing and configuring your information technology, computer programs and platform to access our services.
- 4.2 You should use your own virus protection software.
- 4.3 You are also responsible for ensuring that all persons who access our services through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 4.4 You may be able to access parts of our services without having to register any details with us. However, from time to time certain parts of our services may be accessible only if you are a registered user.
- 4.5 By registering you undertake that all the details you provide to us are true, accurate, current and complete; and you agree to notify us immediately of any changes to such information. You must not impersonate another user.
- 4.6 If you are under 18, you may only access our services in conjunction with and under the supervision of a parent or guardian.

5 You must keep your account details safe

- 5.1 When using or registering for our services you may be allocated a user account. You are responsible for all actions taken under your user account and its access credentials. “Access credentials” means the username(s), password(s), user identification code(s) or other access token(s) required to gain access to the account.
- 5.2 You must treat your access credentials as confidential. You must not disclose them to any third party.
- 5.3 If you know or suspect that anyone other than you knows your access credentials, you must promptly notify us. You should also change your own credentials if you are able to do so.

6 How you may use material

- 6.1 We are the owner or the licensee of all intellectual property rights in our services, and in the material published via them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 You may print off a copy, and may download extracts, of any material from our services for your personal use and you may draw the attention of others within your organisation to content posted on our services.
- 6.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.4 Our status (and that of any identified contributors) as the authors of content published via our services must always be acknowledged.
- 6.5 You must not use any part of the content on our services for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.6 If you print off, copy or download any part of our services in breach of these terms of use, you must, at our option, return or destroy any copies of the materials you have made.
- 6.7 “Track My Move”, “Tracked Property” and the Properr logo are registered trademarks of Properr Software Limited. You are not permitted to use our registered trademarks without our approval, unless they are part of material you are using as permitted under this subsection.

7 How you may link to our services

- 7.1 You may link to our services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 7.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 7.3 You must not establish a link to our services in any website that is not owned by you.
- 7.4 The website in which you are linking must comply in all respects with the content standards set out in these terms and conditions.
- 7.5 Our services must not be framed on any other website or within any other service.
- 7.6 We reserve the right to withdraw linking permission without notice.
- 7.7 If you wish to link to or make any use of content within our services other than that set out above, please contact us.

8 Third-party content is not approved by us

- 8.1 Our services may distribute information and materials uploaded by other users of the services. This information and these materials have not been verified or approved by us. The views expressed by other users of our services do not represent our views or values.
- 8.2 Where our services contain links to websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites and resources or information you may obtain from them.

8.3 If you wish to complain about uploaded or linked materials please contact us.

9 Do not rely on content we provide

9.1 The content we provide within our services is for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of our content within our services.

9.2 Although we make reasonable efforts to update the information we provide within our services, we make no representations, warranties or guarantees, whether express or implied, that this content is accurate, complete or up to date.

10 Our responsibility for loss or damage suffered by you

10.1 Notwithstanding any other provision in these terms and conditions, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

10.2 Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any products to you, which will be set out in our terms and conditions of supply or in the quotes we supply to you.

10.3 If you are a business user:

10.3.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our services or any content therein.

10.3.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our services; or
- use of or reliance on any content displayed on our services.

10.3.3 In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

10.4 If you are a consumer user:

- 10.4.1 Please note that we only provide our services to consumer users for domestic and private use. You agree not to use our services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4.2 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice or instructions or for damage that was caused by you failing to have in place the minimum system requirements advised by us.

11 Uploading content to our services

- 11.1 Whenever you make use of a feature that allows you to upload content to our services or to make contact with other users of our services (“interactive services”), you must comply with the content standards set out within these terms and conditions.
- 11.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 11.3 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our services constitutes a violation of their intellectual property rights, or of their right to privacy.
- 11.4 We have the right to remove any posting you make on our services if, in our opinion, your post does not comply with the acceptable use and content standards set out within these terms and conditions.
- 11.5 You are solely responsible for securing and backing up your content.

12 Rights you are giving us to use material you upload

- 12.1 Any content you upload to our services will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our services a limited licence to use, store and copy that content and to distribute and make it available to other users and third parties.

13 Acceptable use

- 13.1 You may use our services only for lawful purposes.
- 13.2 You may not use our services:

- 13.2.1 In any way that breaches any applicable local, national or international law or regulation.
- 13.2.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 13.2.3 For the purpose of harming or attempting to harm or harrass any person in any way.
- 13.2.4 To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below.
- 13.2.5 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spamming).
- 13.2.6 In connection with social engineering (e.g. phishing).
- 13.2.7 To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 13.2.8 To such extent that detrimentally affects other users' access to the services.
- 13.3 You must not attempt to gain unauthorised access to our services, the servers on which our services are hosted or any server, computer or database connected to our services. You must not attack our services via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.
- 13.4 Unless conducted and reported within the scope of our responsible disclosure policy, we will report any security breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing any details we hold about you to them.

14 Content standards

- 14.1 These content standards apply to any and all material which you contribute to our services ("contributions").
- 14.2 You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 14.3 Contributions must:
 - 14.3.1 Be accurate (where they state facts).
 - 14.3.2 Be genuinely held (where they state opinions).
 - 14.3.3 Comply with applicable law in the UK and in any country from which they are posted.
- 14.4 Contributions must not:

- 14.4.1 Contain any material which is defamatory of any person.
- 14.4.2 Contain any material which is obscene, offensive, hateful or inflammatory.
- 14.4.3 Contain or promote sexually explicit material.
- 14.4.4 Promote violence.
- 14.4.5 Promote discrimination based on any grounds, including race, sex, religion, nationality, disability, sexual orientation or age.
- 14.4.6 Infringe any copyright, database right or trade mark of any other person.
- 14.4.7 Be likely to deceive any person.
- 14.4.8 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 14.4.9 Promote any illegal activity.
- 14.4.10 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- 14.4.11 Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 14.4.12 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- 14.4.13 Give the impression that they emanate from us, if this is not the case.
- 14.4.14 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 14.5 We are under no obligation to oversee, monitor or moderate any interactive service we provide, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

15 Suspension and termination

- 15.1 If in our reasonable opinion you have failed to comply with any of the provisions of these terms of use, we may take any or all of the following actions:
 - 15.1.1 Issue of a warning to you requiring you to comply with the terms of use.
 - 15.1.2 Immediate, temporary or permanent removal of any material uploaded by you to our services.
 - 15.1.3 Immediate, temporary or permanent withdrawal of your right to use our services, whether by disabling your user account or by other means.
 - 15.1.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - 15.1.5 Further legal action against you.
 - 15.1.6 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 15.2 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

16 Complaints

16.1 If you have a comment, concern or complaint about any of our services or our conduct in the implementation of our terms, conditions and policies, you should contact us.

17 Which country's laws apply to any disputes?

17.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

17.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

C Conditions of supply

This section tells you the standard terms and conditions upon which we sell and supply our services. These terms are additional to the above terms of use and only apply to you if you have entered into, or wish to enter into, a contract of supply with us.

1 By ordering our services you accept these conditions

1.1 Before confirming your order, please read through these conditions ("conditions") and the terms of use ("terms"). By confirming an order for our services, you agree to be legally bound by these terms and conditions.

1.2 We recommend that you retain a copy of the terms and these conditions for future reference.

2 We may communicate with you electronically

2.1 You agree that electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

2.2 "Electronic communications" includes e-mail, messaging within our services, and the publication of terms, conditions and policy documents via our website.

2.3 Notice will be deemed received and properly served 24 hours after an electronic communication is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an electronic communication, that such communication was sent to the specified address/number of the addressee.

3 Eligibility to purchase

3.1 To be eligible to purchase our services and lawfully enter into and form contracts with us, you must be either a registered company or an individual aged 18 or over; and you must be legally capable of entering into a binding contract.

3.2 Our services are intended for use by customers and users in the United Kingdom.

- 3.3 We may accept your order if you are resident outside the United Kingdom, subject to reserving a right to amend the specifications, standards or price of the services offered and/or these conditions or to refuse to accept an order for our services from you.
- 3.4 If we agree to supply any services for use outside the United Kingdom, you agree to pay any import duties or additional taxes or expenses incurred to comply with foreign regulatory requirements or laws, in addition to our price.
- 3.5 You must comply with all applicable laws and regulations of the country from which you order and in which you use our services. We will not be liable for any breach by you of any such laws as a result of ordering or using our services.

4 Price and specification

- 4.1 It is your responsibility to ensure that the specifications of any services you order from us meet your requirements.
- 4.2 The prices of our services are given in the specific quotes which we prepare for you.
- 4.3 Unless otherwise stated, prices quoted exclude applicable taxes, which will be added at the current rate to the total amount due from you.
- 4.4 Where we agree to supply services to you on an ongoing/continuous basis, such as by subscription, they shall be provided for a minimum fixed period of time (the "minimum duration"). The length of the minimum duration is given in the specific quotes which we prepare for you.
- 4.5 Where we have prepared a quote for you, and while the quote remains valid, the prices and minimum duration therein shall take precedence over prices and minimum durations given in our marketing material.
- 4.6 We reserve the right, by giving notice to you at any time outside of the minimum duration and before your next payment is due, to increase the price of our services, and offering the option to cancel our agreement if you choose not to accept the higher price.
- 4.7 In the unlikely event of a significant increase in costs to us due to a factor beyond our control (such as, without limitation, foreign exchange fluctuation; changes in law, regulation or licence that affects us; or significant increase in the costs of labour, materials, subcontracted services or other costs of supply) we reserve the right to request a corresponding increase in the price of our services within the minimum duration. If you do not agree to this request, we reserve the right to cancel our agreement at the end of the period to which you have paid.
- 4.8 We reserve the right, at our sole discretion, to reduce any fee that is payable from you to us, or to waive any fee that would otherwise be payable from you to us. If we do this, the waiver or reduction applies only to one single payment of that fee, and does not establish a precedent to reduce or waive future fees.

5 Payment

- 5.1 Acceptable payment methods will be indicated to you at the time of ordering. Payment by alternative methods will only be possible where we have previously agreed this with you.

- 5.2 By placing an order, you consent to payment being charged to the account you supply; your account details being held on file by our payment processing provider; and future payments being charged to the same account as they fall due.
- 5.3 Unless otherwise agreed in writing, fees payable for any service will be charged in advance and will not be refundable in whole or part if our agreement is terminated during the period to which the payment relates.
- 5.4 We shall be entitled to wait until payment has been debited and cleared before provision of any service to you; and we may terminate our agreement and your service if you fail to make any payment to us in full when due, or if your payment is declined or reversed.
- 5.5 Where we have agreed that fees may be invoiced by us, all invoices shall be paid on or before the due date of the invoice without deduction or withholding and free of set off or counterclaim. Time for payment shall be of the essence of an agreement. Unless otherwise agreed in writing, we shall be entitled to render an invoice as soon as we have provided an order acknowledgement.
- 5.6 When you provide a payment mechanism to us, you undertake that you are authorised to use that payment account, and you consent to us carrying out checks to ensure you have adequate funds to cover the services ordered and for the purpose of identity verification, fraud prevention and credit risk reduction.
- 5.7 If requested by us to do so, you must provide us within a reasonable time sufficient additional information to enable us to verify the accuracy and validity of any information supplied by you, including your identity.
- 5.8 We are entitled to charge interest on late payments and compensation for debt recovery in accordance with the Late Payment of Commercial Debts Regulations 2013.

6 Order process and formation of a contract

- 6.1 Any order placed by you constitutes an offer to purchase services from us. All such offers received are subject to acceptance by us and availability. We reserve the right to refuse any order at any time prior to acceptance.
- 6.2 If we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the services ordered by you.
- 6.3 A contract between you and us (the “contract”) incorporating these conditions will only subsist after we have confirmed that we shall be providing the requested service. We will send you an electronic communication to confirm this (a “confirmation notice”). The confirmation notice will amount to an acceptance of your offer to buy the services from us. The contract will only be formed when we send you the confirmation notice (whether or not you receive it).
- 6.4 The contract will relate only to the services stated in the confirmation notice. We will not be obliged to supply any other services which may have been part of your order until we have sent you a separate confirmation notice relating to it.
- 6.5 If we discover an error in our quote before we send the confirmation notice, we will not be under any obligation to sell or provide those services to you.
- 6.6 It is your responsibility to provide accurate contact details via which to receive the confirmation notice and other communications relating to your order.

- 6.7 You must check that the details contained in the confirmation notice are correct. We recommend you retain a copy of it.
- 6.8 The contract represents the entire agreement between us in relation to the subject matter of the contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 6.9 We each acknowledge that, in entering into a contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such contract except as has been expressly incorporated in such contract.
- 6.10 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these conditions.
- 6.11 Except for our affiliates, directors, employees or representatives, a person who is not a party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

7 We may make changes to these conditions

- 7.1 You will be subject to the version of these conditions in force at the time that you order services from us, unless:
- 7.1.1 Any change to these conditions is required to be made by law or governmental authority;
- 7.1.2 We notify you of any change to these conditions before we send you the confirmation notice, in which case, we are entitled to assume that you have accepted it, unless you cancel your order;
- 7.1.3 We notify you of any change to these conditions within the minimum term of an ongoing service, giving at least one month notice, and offering you the option to remain bound to the conditions currently in force until the end of your minimum term, and you do not exercise this option within the notice period;
- 7.1.4 We notify you of any change to these conditions during the provision of an ongoing service, giving at least one month notice, and offering you the option to cancel the service(s) if you choose not to accept the new conditions, and you do not exercise this option within the notice period; or
- 7.1.5 We make a minor change that is not of material detriment to you, and you continue to use the services (or any part thereof) following the change.

8 Delivery

- 8.1 Our services are digital and will be delivered to you electronically.
- 8.2 Where we have provided a customised subdomain of one of our Internet domains via which you can access our services, we retain full ownership and control of this subdomain. This means we may change or withdraw the subdomain at any time; you have no automatic right of use of the subdomain after it has been withdrawn; and you may not transfer or forward the subdomain to another provider or registrar.

8.3 Where we have provided a customised e-mail address at one of our Internet domains or subdomains to accept e-mail into our services, we retain full ownership and control of this e-mail address. This means we may change or withdraw the e-mail address at any time; you have no automatic right of use of the e-mail address after it has been withdrawn; and you may not transfer or forward the e-mail address to another provider.

8.4 You acknowledge that, unless explicitly agreed as part of your order, we have no obligation to train you or your staff in the use of our services.

9 Cancellation and returns

9.1 If you wish to cancel your order or terminate your agreement with us, you must contact your designated account manager or our support desk to notify us of your intent to cancel, quoting your name, address and a description of the services you wish to cancel.

9.2 Upon receiving notification of your intent to cancel, we will contact you to obtain formal confirmation of cancellation and to provide any necessary instructions which you will be required to follow. For your security, we will not act on any request to cancel until we have received formal confirmation of cancellation.

9.3 You may cancel your order for the services and obtain a full refund of any monies paid at any time prior to receiving a confirmation notice from us.

9.4 If you are a consumer user, you have the right to cancel your order and obtain a refund within 14 days from the date of the confirmation notice. However, if you have started using our services, we are entitled to deduct the pro-rated value of the services you have used from your refund. This means you would not receive a refund if the service has been provided in full before you cancel.

9.5 If you have been offered a return period in the specific quote we prepared for you, you may terminate our agreement and receive a full refund at any time within the return period.

9.6 If you have been offered a trial period in the specific quote we prepared for you, you may terminate our agreement at any time within the trial period.

9.7 Either party may terminate our agreement by giving at least one calendar month's notice to the other party, to expire at the end of the minimum period or at any time after that.

9.8 Either party may terminate the contract by written notice to the other at any time if that other party commits a breach of the contract and, in the case of a breach capable of remedy, he fails to remedy the breach within 14 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

9.9 Where possible, refunds will be processed using the same method used to purchase the services. If this is not possible, refunds will be issued by either BACS transfer into a United Kingdom bank account or sterling cheque drawn from our United Kingdom bank account.

9.10 If we discover an error in our quote after sending you a confirmation notice we may, at our discretion and without incurring any liability to you, cancel the contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognised by you.

10 Performance of the contract

- 10.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 10.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 10.3 No waiver by us of any of these conditions or of any other term of a contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing as a notice.
- 10.4 Any contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.
- 10.5 If we subcontract any of our obligations to you, our subcontractor by virtue of this document shall have no right, power or authority to act or create any obligation, express or implied, on our behalf.

11 Governing law and jurisdiction

- 11.1 Our services are controlled and operated in the United Kingdom.
- 11.2 Every purchase you make shall be deemed performed in England and Wales.
- 11.3 The conditions and any contract brought into being as a result of usage of our services will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 11.4 All contracts are concluded and available in English only.
- 11.5 If any provision of our terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the contract and the remainder of the provision in question will not be affected.

D Privacy policy

We are committed to protecting and respecting your privacy.

This policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

1 By using our services you accept this policy

- 1.1 By using our services you are accepting and consenting to the practices described in this policy.
- 1.2 If you do not agree to this policy, you must not use our services.
- 1.3 We recommend that you retain a copy of this policy for future reference.

2 We may make changes to this policy

2.1 We may amend this policy from time to time and, if appropriate, without notice to you. Please check back frequently to see any updates or changes to our privacy policy.

3 Data controller

3.1 For the purpose of the Data Protection Act 1988 (“the Act”), the data controller is Properr Software Ltd, having contact details as set out at the top of this document.

3.2 Questions, comments and requests regarding this privacy policy are welcomed.

4 Information we collect from you

4.1 We will collect and process the following data about you:

4.1.1 Information you give us: This is information about you that you give us in the course of using our services or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you register to use our services, utilise features of our services, and when you report a problem with our services. The information you give us may include:

- your name;
- contact details such as postal address(es), e-mail address(es) and phone number(s);
- financial and credit card information;
- information about your ownership of properties.

4.1.2 **Information given to us by another user of our services:** This is information about you that another user enters into our services. In this case the other user (for example, the estate agent or solicitor) will have informed you of their intent to use a trusted third party (in this case, us) to process your personal data.

4.1.3 **Information we collect about you:** With regard to each of your visits to and uses of our services we may automatically collect the following information:

- technical information, including the IP address used to connect your device to the Internet; your login and user account information; details of the device used to access our services; and localisation settings such as time zone or language.
- information about your visit, including the full Uniform Resource Locators (URL) you visited; clickstream to, through and from our services (including date and time); information you viewed or searched for; page response times and download errors; dwell time and other interaction information (such as scrolling, clicks, and mouse-overs); and methods used to browse away from our services.
- any phone number used to call our customer service number.

4.1.4 **Information from our other services:** This is information we receive about you if you use any other services we operate or provide. In this case we will have informed you when we collected that data if we intend to share those data internally and combine it with data within our services.

4.1.5 **Information we receive from third parties:** This is information we receive about you from external sources including, for example, business partners, sub-contractors, suppliers and government agencies. In this case you will have been notified by the third party of their intent to collect that data and their ability to share it with us.

4.2 We may combine data from all or any the above sources before we use it for the purposes set out below.

5 Uses made of the information

5.1 We may use the personal information we collect about you to provide you with the information, products and services that you request from us, and to carry out obligations arising from any contracts entered into between you and us.

5.2 It may be necessary to use your personal information to contact you in the normal course of operating our services, for example:

5.2.1 to send you access credentials and/or verify your contact details;

5.2.2 to invite you to set up a user account for our services;

5.2.3 to notify you of activity within the services;

5.2.4 to ensure information is presented to you in an effective manner;

5.2.5 to notify you about changes to our services or our terms and conditions.

5.3 Where we use your personal information to contact you in the normal course of operating our services, we will endeavour to provide options that enable you to control the frequency and content of such communications.

5.4 We only send marketing communications with consent. If you have purchased or enquired about services from or via us, we may use your personal information to contact you about other goods and services we offer that are similar to those that you have already purchased or enquired about. You will have been given the opportunity to refuse marketing at the point your details were collected, and you may opt out at any point in future.

5.5 We believe strongly in the use of data to make informed improvements and optimisations to our services, and therefore we may use your personal information:

- 5.5.1 for administration, troubleshooting, analysis, testing, research, statistical and survey purposes;
 - 5.5.2 to ensure content is presented in the most effective manner for you and the device you are using to access our services;
 - 5.5.3 as part of our efforts to keep our services safe and secure;
 - 5.5.4 to measure or understand the effectiveness of the features of our services;
 - 5.5.5 to make suggestions and recommendations to you about the use of our services.
- 5.6 We may aggregate information about our users, customers and suppliers in a way that does not permit any individual to be personally identified. You acknowledge that this aggregated information does not constitute personal data, and agree that we may use it for any purpose, including (as an example) preparing analytics and market intelligence for other users of our services.

6 Disclosure of your information

- 6.1 In order to supply our services to you, you agree that we have the right to share your personal information with:
- 6.1.1 Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
 - 6.1.2 Trusted third parties, including business partners, suppliers and sub-contractors, whom we have engaged in order to assist us in providing our services to you.
 - 6.1.3 Trusted third-party agencies for the purpose of identity verification, fraud prevention and credit risk reduction.
 - 6.1.4 Payment service providers as necessary to process payments or store your details for future payments. Please note that we do not store credit or debit card details ourselves.
- 6.2 Certain features of our services may be offered to you as a result of a partnership with a third party over which we do not have direct control (an “affiliate”). Where it is necessary to share your personal information with an affiliate in order to fulfil a service, we will always identify each affiliate to you before you confirm your request for the service, thereby giving you the opportunity to consent or decline to your personal information being shared.
- 6.3 Please note that sharing your personal information with an affiliate may result in:

- 6.3.1 the affiliate contacting you directly in order to fulfil a service you have requested;
- 6.3.2 the affiliate sharing information they hold about you with us in order to fulfil a service you have requested, in which case we may also combine this information with other information we hold about you;
- 6.3.3 the affiliate combining the information they receive from us with other information they hold about you in accordance with their privacy policy, which they should previously have informed you about.
- 6.4 In the event that we sell or buy any business or assets, we may disclose your personal data to the prospective seller or buyer of such business or assets for the purposes of negotiation and due diligence, and your personal data may be one of the transferred assets of the sale or purchase.
- 6.5 Additionally you agree that we may disclose your information to third parties if we are under a duty to do so in order to comply with any legal obligation; or in order to enforce or apply our terms and conditions and other agreements; or to protect our rights, property or safety, or that of our customers or others.

7 Supply of information to third parties

- 7.1 The third parties we work with do not have an automatic right to use your personal information beyond what is necessary to perform the function for which we have engaged them. In particular, we do not permit third parties who have received your personal information from us to market directly to you without having first sought your explicit consent.
- 7.2 However, if you supply personal information directly to one of these third parties, the subsequent processing, storage and use of that information will be governed by the third party's own privacy policy, over which we have no control. We do not accept any responsibility or liability for their policies. Please check their policies before you submit any personal data directly to them.
- 7.3 Similarly, if you follow a link from our services to a third party website or service, please note that the third party will have their own privacy policy, which you should check before you submit any personal data there. We do not accept any responsibility or liability for the policies of linked websites or services.
- 7.4 If you believe your personal information has been misused by one or our suppliers, partners or affiliates, please contact us.

8 Where we store and process your personal data

- 8.1 We are based in the United Kingdom, and store and process all information on secure servers within the European Economic Area (EEA).
- 8.2 Some of our suppliers and partners have operations outside the EEA. Therefore, the data that we collect from you may be transferred to, and stored at, a destination outside the EEA. It may also be processed by staff operating outside the EEA. This includes staff engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

8.3 Your personal data may be processed in data centres in the EEA, which are owned or operated by companies headquartered outside the EEA. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy when processed in this manner.

9 Internet privacy

9.1 Your communications and data may go through a number of countries before they are delivered; this is the nature of the Internet.

9.2 Please remember that communications over the Internet, such as emails and messages sent through a website or mobile application, are not secure unless they have been encrypted. While we go to considerable effort to protect your data within the boundaries of our services, including encrypting it in transit across public networks, we cannot control security beyond these boundaries.

9.3 We cannot accept responsibility for any unauthorised access or loss of personal data that is beyond our control. Any transmission of data to our services is at your own risk.

10 Cookies

10.1 A “cookie” is a small piece of information that is stored within your web browser or device, and which allows us to recognise your web browser or device and uniquely associate it with you. For the purposes of this subsection, we will use the term “cookie” to encompass all technical mechanisms that provide equivalent functionality, including for example cookies and HTML5 local storage.

10.2 We may use cookies that allow us to recognise your web browser or device while you are logged into our services, and which are erased when you log out, so that we do not need to repeatedly ask you for your access credentials. This enables us to associate actions with your user account for the purposes of billing, security and general functionality of the services. Your consent to do this is implied by clicking the login button because the cookie is essential to fulfil your request to log in.

10.3 We may use cookies that persist beyond your login session for the purpose of improving your user experience, so that we can personalise our services for you by remembering your user account and preferences between login sessions. You may opt out of this feature by deselecting the “remember me” option.

10.4 We may use trusted third-party suppliers, including at the time of writing Google, Intercom and Zendesk, to assist us in associating actions with individual users and in providing user support. This helps us to provide a better experience for our users and to improve the way our services work.

10.5 Our third-party suppliers may use their own cookies, over which we have no direct control, and which are governed by the supplier’s own cookie policy. If you wish, you may block third-party cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies, or to delete cookies when you exit the browser.

10.6 Some configurations of browser settings may leave you unable to access all of our services, or may degrade your experience while using them.

11 Your rights

- 11.1 You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing using the functionality within our services, or by contacting us using the details at the top of this document.
- 11.2 The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

E Responsible disclosure of security vulnerabilities

We value the help of the wider Internet community in protecting the security, safety and privacy of our users. This policy provides guidelines of how to report a security vulnerability without fear of recrimination.

1 Reporting an issue

- 1.1 If you believe you have found a fault or security vulnerability in our services, you should contact us by e-mail, including a detailed description of the steps required to reproduce the vulnerability or fault. It may be helpful to attach scripts, console output and screenshots.
- 1.2 You may wish to include the time and IP address(es) from which you discovered the issue, so that we may eliminate your research from our intrusion detection records.
- 1.3 Please do not include any personally identifiable information or payment details in your communication with us.
- 1.4 If you wish, you may use a pseudonym/handle when contacting us. However, we ask you to supply a genuine e-mail address so that we can contact you.

2 Our commitment to security researchers

- 2.1 If you follow these guidelines, we commit to not pursue or support any legal action related to your findings:
 - 2.1.1 You keep the information of your discovery confidential until we confirm that we have deployed a fix and your discovery is no longer exploitable;
 - 2.1.2 You supply a genuine e-mail address so that we may enter dialogue with you to understand the scope of the issue and resolve it fully and quickly;
 - 2.1.3 You have tried to minimise any negative impact on our services during the discovery.
- 2.2 However we would take an extremely dim view of an issue report in which you:

- 2.2.1 Request any form of remuneration or compensation;
- 2.2.2 Have deliberately attempted an attack that, with forethought, was likely to degrade the experience for our users or otherwise lead to denial of service;
- 2.2.3 Have deliberately destroyed data within our production systems (if you must try it, please, do it against one of our staging servers);
- 2.2.4 Have violated the privacy of any of our users, customers, suppliers or staff;
- 2.2.5 Have processed a fraudulent financial transaction;
- 2.2.6 Required physical access to specific premises where you would be trespassing.

3 Scope

- 3.1 Please note that we employ a number of third-party suppliers in the provision of our services, and this policy does not automatically guarantee that these suppliers will take the same stance on issues discovered within their infrastructure.