

**RIGHTMOVE PRODUCT GUIDELINES  
ESTATE AGENCY AND LETTINGS**

**NEW JOINER**

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# **Rightmove Product Guidelines Estate Agency and Lettings New Joiner 2019**

**Effective from 1<sup>st</sup> January 2019**

## RIGHTMOVE PRODUCT GUIDELINES ESTATE AGENCY AND LETTINGS

### NEW JOINER

#### DEFINITIONS

**"Additional Products"** means the additional Services which You can purchase on top of your Core Membership.

**"Additional Profile"** Membership Package means you receive Core membership services, Brand Plus and 50% discount on Rightmove Additional Products as outlined in these Guidelines.

**"Channel"** means resale and/ or lettings.

**"Core Membership"** means the basic Services on the Rightmove platforms to which You are entitled in return for your Core Membership Fee.

**"Package"** means one of Our alternative membership contract options. Currently there are four alternative Membership Package options: our Essential Membership Package, Enhanced Membership Package, Our Optimiser Membership Package and Our Additional Profile Membership Package.

**"Essential"** Membership Package means you receive Core Membership services, Brand Plus and 50% discount on Rightmove Additional Products as outlined in these Guidelines.

**"Enhanced"** Membership Package means you receive Core Membership services, Brand Plus and 50% discount on Rightmove Additional Products as outlines in these Guidelines.

**"Optimiser"** Membership Package means that for each Channel you receive Core Membership services, Brand Plus, Agent Microsite and 50% discount on Rightmove Additional Products as outlined in these Guidelines.

**"Package Threshold"** means your minimum net product spend (e.g. after all Package discounts) required for You to remain eligible for Your Package.

**"Product Request Form"** means the form You complete when committing to purchase Rightmove Additional Products, or an alternative Package. This Form details the Rightmove Additional Products and/or Packages to be taken, the rates that are applicable for those Products and/or Packages and the minimum contract length for those Rightmove Additional Products or Packages.

**"Parent Branch"** means the main branch from where the Additional Profile is trading.

**"Virtual Profile/Branch/Location"** means any virtual branch(es) created for You where We deem You to be a Geographical Advertiser based on Your location and stock as defined in our Geographical Advertising Guidelines. Virtual Profiles/Branches/Locations only apply where We notify You and will be charged at the applicable branch rate outlined in Your pricing schedule.

#### GENERAL

1. These Product Guidelines should be read in conjunction with the Rightmove General Membership Terms and Conditions.
2. If there is any conflict between the Product guidelines and the Rightmove General Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.

3. By applying for Rightmove Additional Products or Packages detailed on the Product Request Form(s) You acknowledge and confirm that:
  - 3.1. Your Membership shall be subject to both our current General Membership Terms and Conditions, as well as the current Product and Package Guidelines;
  - 3.2. You will comply with all obligations contained in the Product and Package Guidelines that apply to the Product or Package that you have purchased; and
  - 3.3. If in Our opinion You breach these Product and Package Guidelines and we take any action to remedy your breach, You will remain fully liable to pay Us charges which apply to the selected Product or Package for the remainder of the contract term.
4. Products or Packages purchased by You may be terminated or suspended by You or Us in accordance with Clauses 10.3 and 10.4 of our General Membership Terms and Conditions.
5. If Your Package is terminated by You or Us, you agree to pay the prevailing rate for your Core Membership and any Additional Products you continue to purchase.
6. As part of Your membership We will provide You with a trackable number for use on Our Website. This number will have a local dialling code based on Your geographical location.

## PRODUCT GUIDELINES

### 1. General Product Guidelines

- 1.1. Any Product purchased by You will commence on the latter of the date specified and agreed by Us or alternatively the date upon which You are notified by Rightmove that the complete package of Your selected Rightmove additional advertising products or services (excluding mobile products and Local Valuation Alert), first become live and available for Your use on the Rightmove Website ("the Effective Date").
- 1.2. Any initial 'part month' periods will be charged pro-rata to the full calendar monthly cost.
- 1.3. After the minimum contract term of each product, the product contract will continue to be purchased by You on a rolling monthly basis until You provide at least one month's notice to terminate at the end of the subsequent calendar month.
- 1.4. We reserve the right to change the pricing of any of our products, as long as You are outside the initial term of your product contract, and we give you at least 30 days' notice in writing.

### 2. General Product Guidelines – Property Products

- 2.1. Property Products means the Rightmove Premium Listing, Featured Property and Featured Property of the Week products.
- 2.2. We reserve the right to remove any properties from a Featured Property, Featured Property of the Week or Premium Listing which do not comply with the Technical Guidelines.

### 3. General Product Guidelines – Branding Products

- 3.1. Branding Products means Rightmove Brand Plus
- 3.2. Branding Product pricing:
  - 3.2.1. Pricing categories for Brand Plus are based on Your average stock levels published on Our Website for the appropriate Channel over the last 3 months.
  - 3.2.2. You may request re-assessment of Your allocated pricing category based on the number of properties being displayed by Your branch(es) once a period of three months has elapsed since the time the price band was agreed with You by Rightmove. Re-assessment of Your allocated pricing category is at Our sole discretion.
  - 3.2.3. We reserve the right to charge You separately for the display of a logo on property listings which are not currently available to buy and/or rent.
  - 3.2.4. Separate charges will apply in respect of properties displayed as 'to let' and properties displayed as 'for sale' when You request the Brand Plus product to be applied to both categories of such properties listed by You.

### 4. General Product Guidelines - Display and Search Based Products

- 4.1. Display and Search Based Products ("Search Based Products") means the Rightmove Featured Agent, Local Homepage, Lettings Agent Microsite, Resale Agent Microsite, Local Valuation Alert, Rightmove Discover and Property Alert Sponsor. 'Your Advertisement' means any image, text, website link or other material provided by You which We display or embed in any page of Our Website as part of any Display or Search Based Product.
- 4.2. Search Based Product pricing:
  - 4.2.1. Search based products, excluding Rightmove Discover, are priced at a search term level, given the expected number of searches in a typical month.
  - 4.2.2. Rightmove Discover is priced at a search term level, given the average property value in the outcode.
- 4.3. All Advertisements are subject to Rightmove's Brand Guidelines and Technical Guidelines.
- 4.4. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any Display or Search-Based Product without prior notice. In the event that the product is withdrawn or suspended by Us, We will refund to You on a strictly pro-rata basis such proportion of any payment which You have already made in respect of the Display or Search-Based Product, by reference to the time period during which the product was no longer made available to You by Us.
- 4.5. Quotes are valid for 14 days unless otherwise specified.

## 5. Featured Property

- 5.1. Product description:
  - 5.1.1. Property displayed in a Featured Property Product ("Featured Property") will appear at the top of such search results pages of Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Property will appear.
- 5.2. Product pricing:
  - 5.2.1. Featured Property boxes are charged per calendar month, per box, on a subscription basis
  - 5.2.2. Where a Featured Property has been provided by Us to You and is used by You to display property at any time during a particular calendar month, the Featured Property may be charged by Us to You at the full rate applicable for that month, irrespective of the actual number of days that You have chosen to display property within it.
- 5.3. Standard contract minimum term: 3 complete calendar months.
- 5.4. Product usage constraints:
  - 5.4.1. You will ensure that an individual property listing will only appear in a single Featured Property purchased by You at any time.
  - 5.4.2. You have the right to nominate any of Your property listings to appear in a Featured Property, provided that:
    - 5.4.2.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;
    - 5.4.2.2. You or Your Client have received an instruction at Your location to which the Featured Property is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.
  - 5.4.3. Subject to the following provisions of this clause and clauses 5.4.5 and 5.4.5, You may, at Your discretion, change the property listing which is displayed in a Featured Property. We do reserve the right to restrict at Our discretion:
    - 5.4.3.1. The number of individual property listings placed in a particular Featured Property and;
    - 5.4.3.2. The number of times each property is nominated by You to appear in a particular Featured Property.
  - 5.4.4. If You change the property listing displayed in a Featured Property via RightmovePlus We will use reasonable endeavours to reflect those changes on Our website within 15 minutes.
  - 5.4.5. If You ask Us to change the property listing displayed in a Featured Property We reserve the right to limit such changes to 1 per week for each member Location.

## 6. Featured Property of the Week

- 6.1. Product description:

- 6.1.1. The Featured Property of the Week product ("Featured Property of the Week") will make the property it is applied to appear at the top of such search results pages on Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Property of the Week will appear.
- 6.1.2. Once applied to a specific property, You cannot transfer the Featured Property of the Week credit to another property.
- 6.1.3. We will format an individual property listing as a Featured Property of the Week for:
  - 6.1.3.1. A period of 7 days for properties for sale/ to let or;
  - 6.1.3.2. The duration of the property's continuous listing on Our website if less than 7 days for properties for sale/to let. No refund shall be given for properties which are in the Featured Property of the Week slot for less than 7 days.
- 6.2. Product pricing: Featured Property of the Week are purchased as credits. Each credit entitles You to configure one individual property listing as a Featured Property of the Week.
- 6.3. Product usage constraints:
  - 6.3.1. You will ensure that an individual property listing will only appear in a single Featured Property purchased by You at any time.
  - 6.3.2. You have the right to nominate any of Your property listings to appear in a Featured Property of the Week, provided that:
    - 6.3.2.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;
    - 6.3.2.2. You or Your Client have received an instruction at Your location to which the Featured Property is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.
  - 6.3.3. At Our sole discretion, We may notify You of the relevant calendar month(s) during which particular Featured Property of the Week credits purchased from Us by You are valid for use. Any Featured Property of the Week credits purchased by You which are not used within 6 months from the date of purchase will expire and will not be usable. No refunds will be given by Us to You in respect of unused or expired credits.

## 7. Premium Listing

- 7.1. Product description:
  - 7.1.1. The Premium Listing Product ("Premium Listing") is an enhanced advert with a digital sticker applied on Our Website and on Our Mobile platform in the natural search listings.
  - 7.1.2. Once applied to a specific property, You cannot transfer the Premium Listing credit to another property.
  - 7.1.3. We will format an individual property listing as a Premium Listing for:
    - 7.1.3.1. A period of 12 months for properties for sale and 2 months for properties to let or;
    - 7.1.3.2. The duration of the property's continuous listing on Our platforms if less than 12 months for properties to sell and 2 months for properties to let or;
    - 7.1.3.3. The duration of the property's continuous listing on Our platforms if the property in question is newly built and is being both developed and sold/let by You.
- 7.2. Product pricing:
  - 7.2.1. The Premium Listing product is purchased as credits. Each credit entitles You to configure one individual property listing as a Premium Listing which gives you access on all of our platforms.
  - 7.2.2. The minimum subscription based purchase is one Premium Listing credit in a calendar month. Additional subscription based credits can be purchased.
  - 7.2.3. One off credits for Premium Listing can be purchased on an ad-hoc basis without a contract term.
- 7.3. Standard contract minimum term: 3 complete calendar months.
- 7.4. Product usage constraints:
  - 7.4.1. You will not apply Premium Listing to property listings that are currently draft or invisible. You have the right to apply Premium Listing to any of Your property listings, provided that:
    - 7.4.1.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;

7.4.1.2. You or Your Client have received an instruction at one of Your locations to which the Premium Listing is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.

7.4.2. If a property listing formatted in Premium Listing is subsequently deleted by You, and is then uploaded again at a later date to Our platforms by You, it will not be shown by Us as a Premium Listing.

7.4.3. At Our sole discretion, We may notify You of the relevant calendar month(s) during which particular Premium Listing credits purchased from Us by You are valid for use. Any Premium Listing credits purchased by You which are not used within 6 months from the date of purchase will expire and will not be usable. No refunds will be given by Us to You in respect of unused or expired credits.

## **8. Flexible Premium Listing for Lettings only**

### **8.1. Product description:**

8.1.1. The Flexible Premium Listing for Lettings Product ("Flexible Premium Listing") entitles You to configure one individual property listing as an enhanced advert with a digital sticker applied on both Our Website and on Our Mobile platform in the natural search listings.

### **8.2. Product pricing:**

8.2.1. The Flexible Premium Listing product is available in multiples of 5 slots and are charged per calendar month, on a subscription basis.

8.2.2. Where Flexible Premium Listing has been provided by Us to You and is used by You to display properties at any time during a particular calendar month, Flexible Premium Listing may be charged by Us to You at the full rate applicable for that month, irrespective of the actual number of days or the actual slots that You have chosen to display property within.

8.3. Standard contract minimum term: 3 complete calendar months

### **8.4. Product usage constraints:**

8.4.1. Flexible Premium Listing slots can be reused throughout the month by selecting and deselecting property listings to appear within each slot, or by using one of the automatic rotation options available.

8.4.2. You will ensure that an individual property listing will only appear in a single Flexible Premium Listing purchased by You at any time.

8.4.3. You have the right to nominate any of Your property listings to appear in a Flexible Premium Listing, provided that:

8.4.3.1. Any such properties are currently offered by You as 'for let' and;

8.4.3.2. You or Your Client have received an instruction at Your location to which the Flexible Premium Listing is allocated from a third party to let such property or land or alternatively the property is newly built and is being both developed and rented by You.

8.4.4. Subject to clauses 8.4.5 and 8.4.6, You may, at Your discretion, change the property listing which is displayed in a Flexible Premium Listing slot.

8.4.5. If You change the property listing displayed in a Flexible Premium Listing via RightmovePlus We will use reasonable endeavours to reflect those changes on Our website within 15 minutes.

8.4.6. If You ask Us to change the property listing displayed in a Flexible Premium Listing We reserve the right to limit such changes to 1 per week for each member Location.

## **9. Brand Plus**

### **9.1. Product description:**

9.1.1. Brand Plus ("Brand Plus") is where We apply a single brand logo to Your relevant property listings displayed on Our Website and Our Mobile platforms, excluding those property listings placed in Featured Property boxes.

9.1.2. Standard contract minimum term: 3 complete calendar months

9.1.3. Product usage constraints: we reserve the right to remove a logo from Your property listings if the applied logo is not a unique trading style of Your business or if the logo does not belong to You.

## 10. Featured Agent

### 10.1. Product description:

10.1.1. The Featured Agent Product ("Featured Agent") is where Your Advertisement will appear at the top of such search results pages of Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Agent will appear.

10.2. Standard contract minimum term: 3 complete calendar months from the date the product becomes chargeable

### 10.3. Product usage constraints:

10.3.1. Requests by You to amend creative before going live must be made within 2 full working days (any day other than Saturdays, Sundays or bank holiday on which legal business can be conducted) of proof being supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.

10.3.2. Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement (s) must be published live on Our site (Go Live date) within 9 days of contract date.

## 11. Local Homepage

### 11.1. Product description:

11.1.1. The Local Homepage Product ("Local Homepage") is the display of Your advertisement on the search criteria page of Our Website and our Mobile platforms for the search terms purchased as outlined on the Product Request Form.

11.1.2. Local Homepage and Homepage for Mobile are joint products and are sold together

11.2. Standard contract minimum term: 3 complete calendar months

### 11.3. Product usage constraints:

11.3.1. Requests by You to amend creative before going live must be made within 2 full working days (any day other than Sundays, Saturdays or bank holiday on which legal business can be conducted) of proof being supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.

11.3.2. Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement (s) must be published live on Our site (Go Live date) within 9 days of contract date.

## 12. Local Valuation Alert

### 12.1. Product description:

12.1.1. The Local Valuation Alert Product ("Local Valuation Alert") offers Users the opportunity to request a valuation from You at relevant points on Our Website including, but not restricted, to Our email confirmation page.

12.1.2. Local Valuation Alert includes the display of Your brand name, logo and branch summary description to Users for the postal outcode term purchased by You that matches the postal outcode of the address provided by the User.

12.1.3. The Local Valuation Alert will be supplied to You via email and text message. Leads will be sent to Your nominated valuation email address and mobile phone number. If no valuation email address or mobile phone number are nominated leads will be sent to the default branch email address and no text message will be sent.

12.2. Standard contract minimum term: 3 complete calendar months from the date the product becomes chargeable

### 12.3. Product usage constraints:

12.3.1. The brand name, logo, and branch summary description will be taken automatically from Your branch profile as held by Us in reference to Your core membership. We, at Our sole discretion, reserve the right to



amend any text which, in Our opinion, is inappropriate for display as part of the Local Valuation Alert product.

12.3.2. Any Company may only purchase one slot in any given search term.

12.3.3. Where your Company has multiple Brands, You must not pass on the details of that User to other Brands within your Company.

12.3.4. Where your Company has multiple Brands, You must not contact the User from one of your other Brands. Only a representative from the Brand which the User contacts is entitled to contact the User.

## 13. Rightmove Discover

### 13.1. Product description:

13.1.1. Rightmove Discover offers individuals the opportunity to request a valuation from You by responding to electronic marketing campaigns that We send on Your behalf.

13.1.2. Rightmove Discover includes Rightmove sending a series of electronic marketing campaigns each month that display Your brand name, logo, branch address, along with content written by Us, to targeted individuals that We believe live in the postal outcode term purchased by You.

13.1.3. The valuation lead will be supplied to You via email. Leads will be sent to Your nominated valuation email address. If no valuation email address is nominated, leads will be sent to the default branch email address.

13.2. Standard contract minimum term: 6 complete calendar months from the date the product becomes chargeable.

13.3. Rightmove Discover is only available to Optimiser branches who purchase the Resale channel. If, at any time, Your branch stops purchasing the Resale channel, and/or is no longer purchasing an Optimiser Membership Package, Rightmove Discover will be automatically cancelled.

### 13.4. Product pricing:

13.4.1. Rightmove Discover is charged per calendar month, per term, on a subscription basis.

13.4.2. Rightmove Discover is in addition to Your Package Threshold and is not eligible for any offers or discounts.

### 13.5. Product usage terms:

13.5.1. The brand name, address, and logo will be taken automatically from Your branch profile as held by Us in relation to Your Core Membership.

13.5.2. The content of the email campaign has been designed by Us to attract the best response for You and by purchasing Rightmove Discover you agree to this content being sent on Your behalf.

13.5.3. Where you operate through a company or Group which has multiple Brands, You must not pass on the details of that lead or the individual's details to other Brands within your company or Group.

13.5.4. Where your company or Group has multiple Brands, You must not contact the individual using one of your other Brands. Only a representative from the company or branch using the Brand through which the individual has been contacted is entitled to contact the individual.

## 14. Lettings Agent Microsite and Resale Agent Microsite

### 14.1. Product description:

14.1.1. The Lettings Agent Microsite will give You access to a number of branded pages where You can advertise Your business and services. These pages are About us, Landlords, Tenants, Current Properties, Previously Marketed Properties, Meet our Team, Testimonials, Our Area & Our Branch Network.

14.1.2. Resale Agent Microsite will replace Your current Resale Agent Profile Page and gives You access to a number of branded pages where You can advertise Your business and services. These pages are Selling, Buying, Current Properties, Previously Sold Properties, Additional Services, Meet our Team, Testimonials, Our Area & Our Branch Network.

### 14.2. Product pricing:

14.2.1. Lettings Agent Microsite and Resale Agent Microsite are charged on a per profile basis per month. For the avoidance of doubt if Your branch handles both Resale and Lettings properties, and you wish to purchase both a Resale Agent Microsite as well as a Lettings Agent Microsite, then You will be charged for both a Resale Agent Microsite and a Lettings Agent Microsite, separately.

14.3. Standard contract minimum term: 3 complete calendar months.

## 14.4. Product usage constraints:

- 14.4.1. We will refresh properties on the Current Properties and Previously Marketed Properties tabs of the Lettings Agent Microsite on a daily basis. It is Your responsibility to hide any properties from the Previously Marketed tab if You do not wish them to be available on the Microsite.
- 14.4.2. We will refresh properties on the Current Properties on a daily basis. It is Your responsibility to select any properties to be displayed in the Sold Properties tab if You wish them to be available on the Microsite.
- 14.4.3. We reserve the right to remove any text or images from Lettings or Resale Agent Microsites which, in Our opinion, is in breach of these Terms or of Our Editorial Guidelines for Display and Search Based Products.
- 14.4.4. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any of these pages without prior notice.

## 15. Property Alert Sponsor

### 15.1. Product Description:

- 15.1.1. The Property Alert Sponsor Product ("Property Alert Sponsor") is the display of Your Advertisement within email property alerts sent to Our registered Users.

### 15.2. Product pricing: The Property Alert Sponsor product is available in a minimum of 1,000 inserts, per channel, per month and are charged per calendar month, on a subscription basis.

### 15.3. Standard contract minimum term: 3 complete calendar months from the date the product becomes chargeable

### 15.4. Product Usage Constraints:

- 15.4.1. This product is only available with an Optimiser Membership Package
- 15.4.2. We will display Your Advertisement in email property alerts for locations determined by Us, based upon your existing display advertising products and the location of your property stock, subject to availability of email property alerts in those locations.
- 15.4.3. As Our email database is dynamic and being updated in real time by users and alerts are only sent when matching properties become available, we cannot guarantee a particular volume of alerts.
- 15.4.4. Where there is more than one Property Alert Sponsor advertiser for a search area, Advertisements will be inserted in a random order. If You are the only Property Alert Sponsor advertiser in the alert then Your Advertisements will be the first to appear. Rightmove marketing Advertisements will be displayed below.
- 15.4.5. Requests by You to amend creative once Your Advertisement is live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.
- 15.4.6. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of Property Alert Sponsor without prior notice.
- 15.4.7. You must purchase a minimum of 1,000 inserts, per channel, per month. Any additional inserts above this must be purchased at a multiple of 1,000 inserts.

## PACKAGE GUIDELINES

### 16. General Package Guidelines

- 16.1. We have 4 Packages: Additional Profile Membership Package, Essential Membership Package, Enhanced Membership Package and Our Optimiser Membership Package.
- 16.2. Any Package will apply only to You where You are specifically notified by Us of your qualification and if You select a Package of Rightmove Additional Products or services from the options agreed and offered to You by Us.
- 16.3. Any Package purchased by You will commence on the latter of the date specified and agreed by Us or alternatively the date upon which You are notified by Rightmove that the complete Package of Your selected Rightmove Additional Products or services (excluding Local Valuation Alert and Rightmove Discover), first become live and available for Your use on the Rightmove Website/Platforms ("the Effective Date").
- 16.4. Additional Profile, Essential Membership Package and Enhanced Membership Package will operate for a minimum period of 6 complete calendar months (or for an extended period that Rightmove agrees at its sole discretion) depending on the option selected, commencing from the Effective Date as agreed by Us and ending on the final

day of the complete calendar month at least 6 full calendar months later ("the Term"). This means that if for example, the Effective Date of the Scheme commenced on the 15<sup>th</sup> January 2017 the Term would end on the 31<sup>st</sup> July 2017.

16.5. The Optimiser Membership Package will operate for a minimum period of 12 complete calendar months (or for an extended period that Rightmove agrees at its sole discretion), commencing from the Effective Date as agreed by Us and ending on the final day of the complete calendar month at least 12 full calendar months later ("The Term"). This means that if for example, the Effective Date of the Scheme commences on the 1<sup>st</sup> January 2017 the Term would end on the 31<sup>st</sup> December 2017.

16.6. Thresholds for Enhanced Membership Package:

16.6.1. The Enhanced Membership Package has a minimum monthly spend threshold per calendar month. Your core membership rate is contingent on You continuing to meet the monthly spend per calendar month of Your Enhanced Package. If You fail to meet Your monthly spend threshold, You will no longer be eligible for Your Package core membership rate and Rightmove reserves the right to either increase your core rate to the prevailing Membership core rate or bill you for the difference to your threshold.

16.7. Thresholds for Optimiser Membership Package:

16.7.1. The Optimiser Package has a minimum monthly spend threshold per calendar month, within this, there is a minimum spend commitment of £250 net on Property Products (Premium Listing, Flexible Premium Listing and Featured Property) and £250 net on Display and Search Based Products (Featured Agent, Local Homepage, Local Valuation Alert and Property Alert Sponsor). These products are also eligible towards any package discounts. If You choose to purchase Rightmove Discover, it does not contribute towards your Package Threshold and is not eligible for any package minimum spend or discounts.

16.8. Additional benefits for agents purchasing our Optimiser Membership Package:

16.8.1. We agree that during the Term of the Agreement, subject to commitment by You to spend a minimum monthly spend threshold per calendar month as detailed in clause 17.7.1. You will receive, for each Channel your Optimiser Membership Package applies to (Sales and/or Lettings), free of charge each month, Core Membership, Brand Plus and Agent Microsite.

16.9. Optimiser Package Branch(es): Products within the Optimiser branch product mix must not have been cancelled and/or reduced by another branch during the Term of the Optimiser Package or the six calendar months prior to the start of the Term of the Optimiser Package.

16.10. Additional Profile will be charged for the applicable service; Sales, Lettings or Dual and requires that You

16.10.1. Operate from the same trading address as Your Parent Branch

16.10.2. Have a separate datafeed for Your Properties

16.10.3. Share the same legal entity as Your Parent Branch

16.10.4. Share the same payer reference as Your Parent Branch

16.10.5. Offer the same service as Your Parent Branch (for example if the Parent Branch has a sales only membership, then the Additional Profile can only take a sales only service).

16.11. Additional Profiles are subject to Our Geographical Advertising Guidelines. Any virtual locations created will not be eligible for the Additional Profile membership.

16.12. Additional Profile must contain the name of the brand and the physical location of the Parent Branch when marketed on Rightmove, for example a Parent Branch in Milton Keynes opening an Additional Profile would be referred on site as "Name of Brand – Milton Keynes"

16.13. Package discounts. At Our sole discretion we reserve the right to change the Rightmove Additional Products discount of any Package. Where this is the case we will notify You of this in writing at least 30 days in advance of the change.

16.14. The terms of any Package contained herein apply either on a per location basis, or if agreed by Us, at Company level based on average monthly spend per branch.

16.15. At the end of the Package Term, the contract will continue on a rolling monthly basis until You provide at least one full calendar month's written notice to expire at the end of the calendar month otherwise termination will roll forward to the end of the subsequent calendar month.

16.16. In the event of Termination of your Package being served by Us or You, You agree to pay the prevailing rates for Your core membership rate, and any additional advertising products or services that will continue to be

purchased after the Termination of Your Package. Rightmove Discover is available exclusively with the Optimiser Package and will be terminated automatically if You terminate the Optimiser package or remove the resale channel from your membership.

## 17. Group Package Guidelines

17.1. Group Packages are available for the following Rightmove Packages:

17.1.1. Enhanced Membership Package

17.1.2. Optimiser Membership Package

17.2. A Group Package applies at the Company level only so all branches need to be signed up to the package.

17.3. Minimum Monthly Spend threshold:

17.3.1. The minimum monthly spend threshold for a Group Package is the sum of the minimum monthly spend threshold for each of the branches in the company, as defined in the Package Guidelines above.

17.3.2. The Group Package allows the minimum monthly spend threshold, as defined within your Core Membership Agreement, to be spread across branches in the Company, different branches can have different products which all contribute towards the cumulative minimum monthly spend threshold. (For example a Company with two Resale branches on an Optimiser Membership package would have a minimum monthly spend threshold of £3,000 (£1,500+£1,500), however under the terms of the Group Package, one branch could spend £3,000 on additional products and the other £0, and the Company minimum monthly spend threshold would still be met).

17.4. Companies on an Optimiser Group Package must also meet within this, their aggregated minimum spend commitment of £250 net on Property Products and £250 net on Display and Search Based Products per branch (For example a Company with two branches must meet a minimum commitment of £500 net Property Products and £500 net on Display and Search Based Products, excluding Rightmove Discover)

17.5. An Additional Profile package has no threshold, however, any additional products purchased on the Additional Profile are eligible to count towards Group Package Thresholds.

## SPECIAL OFFER GUIDELINES

### 18. General Special Offer Guidelines.

18.1. Rightmove Offers will apply only to You where You are specifically notified by Us of Your qualification and if You select a package or Rightmove additional advertising products or services from the options agreed and offered to You by Us

18.2. Offers commence on the 1<sup>st</sup> of the month after signature unless otherwise specified.

18.3. Regardless of go live dates of Your Core Membership and/or Additional Products, the expiry of Your Rightmove Offer remains the same.

18.4. Offers are not available in conjunction with any other Offers.

18.5. Offers are not transferable between branches/companies.

18.6. Rightmove reserves the right to withdraw the availability of any Offer at any time.

### 19. New Business Intro Offer ("NBI Offer")

19.1. Where a Membership form is signed mid-month, the NBI Offer will commence on the 1<sup>st</sup> of the following month. You will benefit from the Offer when Your Additional Product, Package or Service goes live within the NBI Offer term.

19.2. The NBI Offer term will run for 6 full calendar months only.

19.3. The NBI Offer entitles You to a 50% discount on Your Core Membership and Additional Products before Package discount.

19.4. Products that aren't purchased on a subscription basis cannot be used as part of this NBI Offer.

By upgrading your service and/or Package within the 6 month period, You will continue to receive a 50% discount on Your Additional Products and/or Service for the remainder of the 6 month NBI Offer period.

### 20. One Month Free Offer ("OMF Offer")

- 20.1. The OMF Offer will run for one full calendar month.
- 20.2. The OMF Offer entitles You to one month free on Your Core Membership and Additional Products and charging will start from the 1<sup>st</sup> of the month.
- 20.3. Products that aren't purchased on a subscription basis cannot be used as part of this OMF Offer.

## **21. Optimiser and Enhanced Upgrade Offer ("OU & EU Offer")**

- 21.1. Where a Membership form is signed mid-month, the OU & EU Offer will commence on the 1<sup>st</sup> of the following month. You will benefit from the Offer when Your Additional Product goes live within the OU & EU Offer Term.
- 21.2. The OU & EU Offer entitles you to free months of eligible products ("Free Period") when you upgrade to Optimiser or Enhanced Membership Package.
- 21.3. The Free Period will commence on signature. Your upgraded Optimiser or Enhanced Package ("Upgrade") will commence after the free product period and run for 12 months for the Optimiser Package and 6 months for the Enhanced Package.
- 21.4. Eligible Additional Products will be charged from the commencement date of Your Upgrade.

## **22. Opti and Enhanced 2 Step Upgrade Offer**

- 22.1. The Opti and Enhanced 2 Step Upgrade Offer is only available to those upgrading to the Enhanced or Optimiser packages.
- 22.2. The offer term will run for 24 full calendar months
- 22.3. You will benefit from the fixed rebate as per the Membership Form when the minimum package threshold spend is met.
- 22.4. Should you cancel your contract before Year 2 of the offer term, you shall refund 100% of the Year 1 rebate that has been received.

## **23. Upgrade Now 2019**

- 23.1. The Upgrade Now 2019 offer entitles you to free months of eligible products ("Free Period") when you upgrade to Optimiser or Enhanced Membership Package.
- 23.2. The Free Period will commence on signature and is only available until 31<sup>st</sup> March 2019. Your upgraded Optimiser or Enhanced Package ("Upgrade") will commence after the free product period and run for 12 months for the Optimiser Package and 6 months for the Enhanced Package.
- 23.3. Eligible Additional Products will be charged from the commencement date of Your Upgrade

## **24. COMPETITION GUIDELINES**

You agree to co-operate with Us in order to ensure that any individual vendor who wins a prize in any competition run by Us (a "prize winner") which includes as part of the prize any of Our Additional Products in relation to a property which You are then marketing on behalf of that prize winner. In particular, You agree that in such circumstances We are entitled to specify that the property belonging to the prize winner shall receive any of Rightmove Additional Products at any time and for such a period of time as We may specify.



## **Rightmove Product Guidelines Estate Agency and Lettings New Joiner 2018**

**Valid to end of 31<sup>st</sup> December 2018**

## RIGHTMOVE PRODUCT GUIDELINES ESTATE AGENCY AND LETTINGS

### NEW JOINER

#### DEFINITIONS

**"Additional Products"** means the additional Services which You can purchase on top of your Core Membership.

**"Additional Profile"** Membership Package means you receive Core membership services, Brand Plus and 50% discount on Rightmove Additional Products as outlined in these Guidelines.

**"Channel"** means resale and/ or lettings.

**"Core Membership"** means the basic Services on the Rightmove platforms to which You are entitled in return for your Core Membership Fee.

**"Package"** means one of Our alternative membership contract options. Currently there are four alternative Membership Package options: our Essential Membership Package, Enhanced Membership Package, Our Optimiser Membership Package and Our Additional Profile Membership Package.

**"Essential"** Membership Package means you receive Core Membership services, Brand Plus and 50% discount on Rightmove Additional Products as outlined in these Guidelines.

**"Enhanced"** Membership Package means you receive Core Membership services, Brand Plus and 50% discount on Rightmove Additional Products as outlines in these Guidelines.

**"Optimiser"** Membership Package means that for each Channel you receive Core Membership services, Brand Plus, Agent Microsite and 50% discount on Rightmove Additional Products as outlined in these Guidelines.

**"Package Threshold"** means your minimum net product spend (e.g. after all Package discounts) required for You to remain eligible for Your Package.

**"Product Request Form"** means the form You complete when committing to purchase Rightmove Additional Products, or an alternative Package. This Form details the Rightmove Additional Products and/or Packages to be taken, the rates that are applicable for those Products and/or Packages and the minimum contract length for those Rightmove Additional Products or Packages.

**"Parent Branch"** means the main branch from where the Additional Profile is trading.

**"Virtual Profile/Branch/Location"** means any virtual branch(es) created for You where We deem You to be a Geographical Advertiser based on Your location and stock as defined in our Geographical Advertising Guidelines. Virtual Profiles/Branches/Locations only apply where We notify You and will be charged at the applicable branch rate outlined in Your pricing schedule.

#### GENERAL

1. These Product Guidelines should be read in conjunction with the Rightmove General Membership Terms and Conditions.
2. If there is any conflict between the Product guidelines and the Rightmove General Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.



3. By applying for Rightmove Additional Products or Packages detailed on the Product Request Form(s) You acknowledge and confirm that:
  - 3.1. Your Membership shall be subject to both our current General Membership Terms and Conditions, as well as the current Product and Package Guidelines;
  - 3.2. You will comply with all obligations contained in the Product and Package Guidelines that apply to the Product or Package that you have purchased; and
  - 3.3. If in Our opinion You breach these Product and Package Guidelines and we take any action to remedy your breach, You will remain fully liable to pay Us charges which apply to the selected Product or Package for the remainder of the contract term.
4. Products or Packages purchased by You may be terminated or suspended by You or Us in accordance with Clauses 10.3 and 10.4 of our General Membership Terms and Conditions.
5. If Your Package is terminated by You or Us, you agree to pay the prevailing rate for your Core Membership and any Additional Products you continue to purchase.
6. As part of Your membership We will provide You with a trackable number for use on Our Website. This number will have a local dialling code based on Your geographical location.

## PRODUCT GUIDELINES

### 1. General Product Guidelines

- 1.1. Any Product purchased by You will commence on the latter of the date specified and agreed by Us or alternatively the date upon which You are notified by Rightmove that the complete package of Your selected Rightmove additional advertising products or services (excluding mobile products and Local Valuation Alert), first become live and available for Your use on the Rightmove Website ("the Effective Date").
- 1.2. Any initial 'part month' periods will be charged pro-rata to the full calendar monthly cost.
- 1.3. After the minimum contract term of each product, the product contract will continue to be purchased by You on a rolling monthly basis until You provide at least one month's notice to terminate at the end of the subsequent calendar month.
- 1.4. We reserve the right to change the pricing of any of our products, as long as You are outside the initial term of your product contract, and we give you at least 30 days' notice in writing.

### 2. General Product Guidelines – Property Products

- 2.1. Property Products means the Rightmove Premium Listing, Featured Property and Featured Property of the Week products.
- 2.2. We reserve the right to remove any properties from a Featured Property, Featured Property of the Week or Premium Listing which do not comply with the Technical Guidelines.

### 3. General Product Guidelines – Branding Products

- 3.1. Branding Products means Rightmove Brand Plus
- 3.2. Branding Product pricing:
  - 3.2.1. Pricing categories for Brand Plus are based on Your average stock levels published on Our Website for the appropriate Channel over the last 3 months.
  - 3.2.2. You may request re-assessment of Your allocated pricing category based on the number of properties being displayed by Your branch(es) once a period of three months has elapsed since the time the price band was agreed with You by Rightmove. Re-assessment of Your allocated pricing category is at Our sole discretion.
  - 3.2.3. We reserve the right to charge You separately for the display of a logo on property listings which are not currently available to buy and/or rent.
  - 3.2.4. Separate charges will apply in respect of properties displayed as 'to let' and properties displayed as 'for sale' when You request the Brand Plus product to be applied to both categories of such properties listed by You.

### 4. General Product Guidelines - Display and Search Based Products



- 4.1. Display and Search Based Products ("Search Based Products") means the Rightmove Featured Agent, Local Homepage, Lettings Agent Microsite, Resale Agent Microsite, Local Valuation Alert, Rightmove Discover and Property Alert Sponsor. 'Your Advertisement' means any image, text, website link or other material provided by You which We display or embed in any page of Our Website as part of any Display or Search Based Product.
- 4.2. Search Based Product pricing:
  - 4.2.1. Search based products, excluding Rightmove Discover, are priced at a search term level, given the expected number of searches in a typical month.
  - 4.2.2. Rightmove Discover is priced at a search term level, given the average property value in the outcode.
- 4.3. All Advertisements are subject to Rightmove's Brand Guidelines and Technical Guidelines.
- 4.4. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any Display or Search-Based Product without prior notice. In the event that the product is withdrawn or suspended by Us, We will refund to You on a strictly pro-rata basis such proportion of any payment which You have already made in respect of the Display or Search-Based Product, by reference to the time period during which the product was no longer made available to You by Us.
- 4.5. Quotes are valid for 14 days unless otherwise specified.

## 5. Featured Property

- 5.1. Product description:
  - 5.1.1. Property displayed in a Featured Property Product ("Featured Property") will appear at the top of such search results pages of Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Property will appear.
- 5.2. Product pricing:
  - 5.2.1. Featured Property boxes are charged per calendar month, per box, on a subscription basis
  - 5.2.2. Where a Featured Property has been provided by Us to You and is used by You to display property at any time during a particular calendar month, the Featured Property may be charged by Us to You at the full rate applicable for that month, irrespective of the actual number of days that You have chosen to display property within it.
- 5.3. Standard contract minimum term: 3 complete calendar months.
- 5.4. Product usage constraints:
  - 5.4.1. You will ensure that an individual property listing will only appear in a single Featured Property purchased by You at any time.
  - 5.4.2. You have the right to nominate any of Your property listings to appear in a Featured Property, provided that:
    - 5.4.2.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;
    - 5.4.2.2. You or Your Client have received an instruction at Your location to which the Featured Property is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.
  - 5.4.3. Subject to the following provisions of this clause and clauses 5.4.5 and 5.4.5, You may, at Your discretion, change the property listing which is displayed in a Featured Property. We do reserve the right to restrict at Our discretion:
    - 5.4.3.1. The number of individual property listings placed in a particular Featured Property and;
    - 5.4.3.2. The number of times each property is nominated by You to appear in a particular Featured Property.
  - 5.4.4. If You change the property listing displayed in a Featured Property via Rightmove Intel We will use reasonable endeavours to reflect those changes on Our website within 15 minutes.
  - 5.4.5. If You ask Us to change the property listing displayed in a Featured Property We reserve the right to limit such changes to 1 per week for each member Location.

## 6. Featured Property of the Week

- 6.1. Product description:

- 6.1.1. The Featured Property of the Week product ("Featured Property of the Week") will make the property it is applied to appear at the top of such search results pages on Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Property of the Week will appear.
- 6.1.2. Once applied to a specific property, You cannot transfer the Featured Property of the Week credit to another property.
- 6.1.3. We will format an individual property listing as a Featured Property of the Week for:
  - 6.1.3.1. A period of 7 days for properties for sale/ to let or;
  - 6.1.3.2. The duration of the property's continuous listing on Our website if less than 7 days for properties for sale/to let. No refund shall be given for properties which are in the Featured Property of the Week slot for less than 7 days.
- 6.2. Product pricing: Featured Property of the Week are purchased as credits. Each credit entitles You to configure one individual property listing as a Featured Property of the Week.
- 6.3. Product usage constraints:
  - 6.3.1. You will ensure that an individual property listing will only appear in a single Featured Property purchased by You at any time.
  - 6.3.2. You have the right to nominate any of Your property listings to appear in a Featured Property of the Week, provided that:
    - 6.3.2.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;
    - 6.3.2.2. You or Your Client have received an instruction at Your location to which the Featured Property is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.
  - 6.3.3. At Our sole discretion, We may notify You of the relevant calendar month(s) during which particular Featured Property of the Week credits purchased from Us by You are valid for use. Any Featured Property of the Week credits purchased by You which are not used within 6 months from the date of purchase will expire and will not be usable. No refunds will be given by Us to You in respect of unused or expired credits.

## 7. Premium Listing

- 7.1. Product description:
  - 7.1.1. The Premium Listing Product ("Premium Listing") is an enhanced advert with a digital sticker applied on Our Website and on Our Mobile platform in the natural search listings.
  - 7.1.2. Once applied to a specific property, You cannot transfer the Premium Listing credit to another property.
  - 7.1.3. We will format an individual property listing as a Premium Listing for:
    - 7.1.3.1. A period of 12 months for properties for sale and 2 months for properties to let or;
    - 7.1.3.2. The duration of the property's continuous listing on Our platforms if less than 12 months for properties to sell and 2 months for properties to let or;
    - 7.1.3.3. The duration of the property's continuous listing on Our platforms if the property in question is newly built and is being both developed and sold/let by You.
- 7.2. Product pricing:
  - 7.2.1. The Premium Listing product is purchased as credits. Each credit entitles You to configure one individual property listing as a Premium Listing which gives you access on all of our platforms.
  - 7.2.2. The minimum subscription based purchase is one Premium Listing credit in a calendar month. Additional subscription based credits can be purchased.
  - 7.2.3. One off credits for Premium Listing can be purchased on an ad-hoc basis without a contract term.
- 7.3. Standard contract minimum term: 3 complete calendar months.
- 7.4. Product usage constraints:
  - 7.4.1. You will not apply Premium Listing to property listings that are currently draft or invisible. You have the right to apply Premium Listing to any of Your property listings, provided that:
    - 7.4.1.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;

7.4.1.2. You or Your Client have received an instruction at one of Your locations to which the Premium Listing is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.

7.4.2. If a property listing formatted in Premium Listing is subsequently deleted by You, and is then uploaded again at a later date to Our platforms by You, it will not be shown by Us as a Premium Listing.

7.4.3. At Our sole discretion, We may notify You of the relevant calendar month(s) during which particular Premium Listing credits purchased from Us by You are valid for use. Any Premium Listing credits purchased by You which are not used within 6 months from the date of purchase will expire and will not be usable. No refunds will be given by Us to You in respect of unused or expired credits.

## **8. Flexible Premium Listing for Lettings only**

### **8.1. Product description:**

8.1.1. The Flexible Premium Listing for Lettings Product ("Flexible Premium Listing") entitles You to configure one individual property listing as an enhanced advert with a digital sticker applied on both Our Website and on Our Mobile platform in the natural search listings.

### **8.2. Product pricing:**

8.2.1. The Flexible Premium Listing product is available in multiples of 5 slots and are charged per calendar month, on a subscription basis.

8.2.2. Where Flexible Premium Listing has been provided by Us to You and is used by You to display properties at any time during a particular calendar month, Flexible Premium Listing may be charged by Us to You at the full rate applicable for that month, irrespective of the actual number of days or the actual slots that You have chosen to display property within.

### **8.3. Standard contract minimum term: 3 complete calendar months**

### **8.4. Product usage constraints:**

8.4.1. Flexible Premium Listing slots can be reused throughout the month by selecting and deselecting property listings to appear within each slot, or by using one of the automatic rotation options available.

8.4.2. You will ensure that an individual property listing will only appear in a single Flexible Premium Listing purchased by You at any time.

8.4.3. You have the right to nominate any of Your property listings to appear in a Flexible Premium Listing, provided that:

8.4.3.1. Any such properties are currently offered by You as 'for let' and;

8.4.3.2. You or Your Client have received an instruction at Your location to which the Flexible Premium Listing is allocated from a third party to let such property or land or alternatively the property is newly built and is being both developed and rented by You.

8.4.4. Subject to clauses 8.4.5 and 8.4.6, You may, at Your discretion, change the property listing which is displayed in a Flexible Premium Listing slot.

8.4.5. If You change the property listing displayed in a Flexible Premium Listing via Rightmove Intel We will use reasonable endeavours to reflect those changes on Our website within 15 minutes.

8.4.6. If You ask Us to change the property listing displayed in a Flexible Premium Listing We reserve the right to limit such changes to 1 per week for each member Location.

## **9. Brand Plus**

### **9.1. Product description:**

9.1.1. Brand Plus ("Brand Plus") is where We apply a single brand logo to Your relevant property listings displayed on Our Website and Our Mobile platforms, excluding those property listings placed in Featured Property boxes.

9.1.2. Standard contract minimum term: 3 complete calendar months

9.1.3. Product usage constraints: we reserve the right to remove a logo from Your property listings if the applied logo is not a unique trading style of Your business or if the logo does not belong to You.

## 10. Featured Agent

### 10.1. Product description:

10.1.1. The Featured Agent Product ("Featured Agent") is where Your Advertisement will appear at the top of such search results pages of Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Agent will appear.

10.2. Standard contract minimum term: 3 complete calendar months from the date the product becomes chargeable

### 10.3. Product usage constraints:

10.3.1. Requests by You to amend creative before going live must be made within 2 full working days (any day other than Saturdays, Sundays or bank holiday on which legal business can be conducted) of proof being supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.

10.3.2. Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement (s) must be published live on Our site (Go Live date) within 9 days of contract date.

## 11. Local Homepage

### 11.1. Product description:

11.1.1. The Local Homepage Product ("Local Homepage") is the display of Your advertisement on the search criteria page of Our Website and our Mobile platforms for the search terms purchased as outlined on the Product Request Form.

11.1.2. Local Homepage and Homepage for Mobile are joint products and are sold together

11.2. Standard contract minimum term: 3 complete calendar months

### 11.3. Product usage constraints:

11.3.1. Requests by You to amend creative before going live must be made within 2 full working days (any day other than Sundays, Saturdays or bank holiday on which legal business can be conducted) of proof being supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.

11.3.2. Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement (s) must be published live on Our site (Go Live date) within 9 days of contract date.

## 12. Local Valuation Alert

### 12.1. Product description:

12.1.1. The Local Valuation Alert Product ("Local Valuation Alert") offers Users the opportunity to request a valuation from You at relevant points on Our Website including, but not restricted, to Our email confirmation page.

12.1.2. Local Valuation Alert includes the display of Your brand name, logo and branch summary description to Users for the postal outcode term purchased by You that matches the postal outcode of the address provided by the User.

12.1.3. The Local Valuation Alert will be supplied to You via email and text message. Leads will be sent to Your nominated valuation email address and mobile phone number. If no valuation email address or mobile phone number are nominated leads will be sent to the default branch email address and no text message will be sent.

12.2. Standard contract minimum term: 3 complete calendar months from the date the product becomes chargeable

### 12.3. Product usage constraints:

12.3.1. The brand name, logo, and branch summary description will be taken automatically from Your branch profile as held by Us in reference to Your core membership. We, at Our sole discretion, reserve the right to

amend any text which, in Our opinion, is inappropriate for display as part of the Local Valuation Alert product.

12.3.2. Any Company may only purchase one slot in any given search term.

12.3.3. Where your Company has multiple Brands, You must not pass on the details of that User to other Brands within your Company.

12.3.4. Where your Company has multiple Brands, You must not contact the User from one of your other Brands. Only a representative from the Brand which the User contacts is entitled to contact the User.

### **13. Rightmove Discover**

#### **13.1. Product description:**

13.1.1. Rightmove Discover offers individuals the opportunity to request a valuation from You by responding to electronic marketing campaigns that We send on Your behalf.

13.1.2. Rightmove Discover includes Rightmove sending a series of electronic marketing campaigns each month that display Your brand name, logo, branch address, along with content written by Us, to targeted individuals that We believe live in the postal outcode term purchased by You.

13.1.3. The valuation lead will be supplied to You via email. Leads will be sent to Your nominated valuation email address. If no valuation email address is nominated, leads will be sent to the default branch email address.

13.2. Standard contract minimum term: 6 complete calendar months from the date the product becomes chargeable.

13.3. Rightmove Discover is only available to Optimiser branches who purchase the Resale channel. If, at any time, Your branch stops purchasing the Resale channel, and/or is no longer purchasing an Optimiser Membership Package, Rightmove Discover will be automatically cancelled.

#### **13.4. Product pricing:**

13.4.1. Rightmove Discover is charged per calendar month, per term, on a subscription basis.

13.4.2. Rightmove Discover is in addition to Your Package Threshold and is not eligible for any offers or discounts.

#### **13.5. Product usage terms:**

13.5.1. The brand name, address, and logo will be taken automatically from Your branch profile as held by Us in relation to Your Core Membership.

13.5.2. The content of the email campaign has been designed by Us to attract the best response for You and by purchasing Rightmove Discover you agree to this content being sent on Your behalf.

13.5.3. Where you operate through a company or Group which has multiple Brands, You must not pass on the details of that lead or the individual's details to other Brands within your company or Group.

13.5.4. Where your company or Group has multiple Brands, You must not contact the individual using one of your other Brands. Only a representative from the company or branch using the Brand through which the individual has been contacted is entitled to contact the individual.

### **14. Lettings Agent Microsite and Resale Agent Microsite**

#### **14.1. Product description:**

14.1.1. The Lettings Agent Microsite will give You access to a number of branded pages where You can advertise Your business and services. These pages are About us, Landlords, Tenants, Current Properties, Previously Marketed Properties, Meet our Team, Testimonials, Our Area & Our Branch Network.

14.1.2. Resale Agent Microsite will replace Your current Resale Agent Profile Page and gives You access to a number of branded pages where You can advertise Your business and services. These pages are Selling, Buying, Current Properties, Previously Sold Properties, Additional Services, Meet our Team, Testimonials, Our Area & Our Branch Network.

#### **14.2. Product pricing:**

14.2.1. Lettings Agent Microsite and Resale Agent Microsite are charged on a per profile basis per month. For the avoidance of doubt if Your branch handles both Resale and Lettings properties, and you wish to purchase both a Resale Agent Microsite as well as a Lettings Agent Microsite, then You will be charged for both a Resale Agent Microsite and a Lettings Agent Microsite, separately.

14.3. Standard contract minimum term: 3 complete calendar months.

## 14.4. Product usage constraints:

- 14.4.1. We will refresh properties on the Current Properties and Previously Marketed Properties tabs of the Lettings Agent Microsite on a daily basis. It is Your responsibility to hide any properties from the Previously Marketed tab if You do not wish them to be available on the Microsite.
- 14.4.2. We will refresh properties on the Current Properties on a daily basis. It is Your responsibility to select any properties to be displayed in the Sold Properties tab if You wish them to be available on the Microsite.
- 14.4.3. We reserve the right to remove any text or images from Lettings or Resale Agent Microsites which, in Our opinion, is in breach of these Terms or of Our Editorial Guidelines for Display and Search Based Products.
- 14.4.4. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any of these pages without prior notice.

## 15. Property Alert Sponsor

### 15.1. Product Description:

- 15.1.1. The Property Alert Sponsor Product ("Property Alert Sponsor") is the display of Your Advertisement within email property alerts sent to Our registered Users.

15.2. Product pricing: The Property Alert Sponsor product is available in a minimum of 1,000 inserts, per channel, per month and are charged per calendar month, on a subscription basis.

15.3. Standard contract minimum term: 3 complete calendar months from the date the product becomes chargeable

### 15.4. Product Usage Constraints:

- 15.4.1. This product is only available with an Optimiser Membership Package
- 15.4.2. We will display Your Advertisement in email property alerts for locations determined by Us, based upon your existing display advertising products and the location of your property stock, subject to availability of email property alerts in those locations.
- 15.4.3. As Our email database is dynamic and being updated in real time by users and alerts are only sent when matching properties become available, we cannot guarantee a particular volume of alerts.
- 15.4.4. Where there is more than one Property Alert Sponsor advertiser for a search area, Advertisements will be inserted in a random order. If You are the only Property Alert Sponsor advertiser in the alert then Your Advertisements will be the first to appear. Rightmove marketing Advertisements will be displayed below.
- 15.4.5. Requests by You to amend creative once Your Advertisement is live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.
- 15.4.6. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of Property Alert Sponsor without prior notice.
- 15.4.7. You must purchase a minimum of 1,000 inserts, per channel, per month. Any additional inserts above this must be purchased at a multiple of 1,000 inserts.

## PACKAGE GUIDELINES

### 16. General Package Guidelines

- 16.1. We have 4 Packages: Additional Profile Membership Package, Essential Membership Package, Enhanced Membership Package and Our Optimiser Membership Package.
- 16.2. Any Package will apply only to You where You are specifically notified by Us of your qualification and if You select a Package of Rightmove Additional Products or services from the options agreed and offered to You by Us.
- 16.3. Any Package purchased by You will commence on the latter of the date specified and agreed by Us or alternatively the date upon which You are notified by Rightmove that the complete Package of Your selected Rightmove Additional Products or services (excluding Local Valuation Alert and Rightmove Discover), first become live and available for Your use on the Rightmove Website/Platforms ("the Effective Date").
- 16.4. Additional Profile, Essential Membership Package and Enhanced Membership Package will operate for a minimum period of 6 complete calendar months (or for an extended period that Rightmove agrees at its sole discretion)



depending on the option selected, commencing from the Effective Date as agreed by Us and ending on the final day of the complete calendar month at least 6 full calendar months later ("the Term"). This means that if for example, the Effective Date of the Scheme commenced on the 15<sup>th</sup> January 2017 the Term would end on the 31<sup>st</sup> July 2017.

- 16.5. The Optimiser Membership Package will operate for a minimum period of 12 complete calendar months (or for an extended period that Rightmove agrees at its sole discretion), commencing from the Effective Date as agreed by Us and ending on the final day of the complete calendar month at least 12 full calendar months later ("The Term"). This means that if for example, the Effective Date of the Scheme commences on the 1<sup>st</sup> January 2017 the Term would end on the 31<sup>st</sup> December 2017.
- 16.6. Thresholds for Enhanced Membership Package:
  - 16.6.1. The Enhanced Membership Package has a minimum monthly spend threshold per calendar month. Your core membership rate is contingent on You continuing to meet the monthly spend per calendar month of Your Enhanced Package. If You fail to meet Your monthly spend threshold, You will no longer be eligible for Your Package core membership rate and Rightmove reserves the right to either increase your core rate to the prevailing Membership core rate or bill you for the difference to your threshold.
- 16.7. Thresholds for Optimiser Membership Package:
  - 16.7.1. The Optimiser Package has a minimum monthly spend threshold per calendar month, within this, there is a minimum spend commitment of £250 net on Property Products (Premium Listing, Flexible Premium Listing and Featured Property) and £250 net on Display and Search Based Products (Featured Agent, Local Homepage, Local Valuation Alert and Property Alert Sponsor). These products are also eligible towards any package discounts. If You choose to purchase Rightmove Discover, it does not contribute towards your Package Threshold and is not eligible for any package minimum spend or discounts.
- 16.8. Additional benefits for agents purchasing our Optimiser Membership Package:
  - 16.8.1. We agree that during the Term of the Agreement, subject to commitment by You to spend a minimum monthly spend threshold per calendar month as detailed in clause 17.7.1. You will receive, for each Channel your Optimiser Membership Package applies to (Sales and/or Lettings), free of charge each month, Core Membership, Brand Plus and Agent Microsite.
- 16.9. Optimiser Package Branch(es): Products within the Optimiser branch product mix must not have been cancelled and/or reduced by another branch during the Term of the Optimiser Package or the six calendar months prior to the start of the Term of the Optimiser Package.
- 16.10. Additional Profile will be charged for the applicable service; Sales, Lettings or Dual and requires that You
  - 16.10.1. Operate from the same trading address as Your Parent Branch
  - 16.10.2. Have a separate datafeed for Your Properties
  - 16.10.3. Share the same legal entity as Your Parent Branch
  - 16.10.4. Share the same payer reference as Your Parent Branch
  - 16.10.5. Offer the same service as Your Parent Branch (for example if the Parent Branch has a sales only membership, then the Additional Profile can only take a sales only service).
- 16.11. Additional Profiles are subject to Our Geographical Advertising Guidelines. Any virtual locations created will not be eligible for the Additional Profile membership.
- 16.12. Additional Profile must contain the name of the brand and the physical location of the Parent Branch when marketed on Rightmove, for example a Parent Branch in Milton Keynes opening an Additional Profile would be referred on site as "Name of Brand – Milton Keynes"
- 16.13. Package discounts. At Our sole discretion we reserve the right to change the Rightmove Additional Products discount of any Package. Where this is the case we will notify You of this in writing at least 30 days in advance of the change.
- 16.14. The terms of any Package contained herein apply either on a per location basis, or if agreed by Us, at Company level based on average monthly spend per branch.
- 16.15. At the end of the Package Term, the contract will continue on a rolling monthly basis until You provide at least one full calendar month's written notice to expire at the end of the calendar month otherwise termination will roll forward to the end of the subsequent calendar month.

16.16. In the event of Termination of your Package being served by Us or You, You agree to pay the prevailing rates for Your core membership rate, and any additional advertising products or services that will continue to be purchased after the Termination of Your Package. Rightmove Discover is available exclusively with the Optimiser Package and will be terminated automatically if You terminate the Optimiser package or remove the resale channel from your membership.

## **17. Group Package Guidelines**

17.1. Group Packages are available for the following Rightmove Packages:

17.1.1. Enhanced Membership Package

17.1.2. Optimiser Membership Package

17.2. A Group Package applies at the Company level only so all branches need to be signed up to the package.

17.3. Minimum Monthly Spend threshold:

17.3.1. The minimum monthly spend threshold for a Group Package is the sum of the minimum monthly spend threshold for each of the branches in the company, as defined in the Package Guidelines above.

17.3.2. The Group Package allows the minimum monthly spend threshold, as defined within your Core Membership Agreement, to be spread across branches in the Company, different branches can have different products which all contribute towards the cumulative minimum monthly spend threshold. (For example a Company with two Resale branches on an Optimiser Membership package would have a minimum monthly spend threshold of £3,000 (£1,500+£1,500), however under the terms of the Group Package, one branch could spend £3,000 on additional products and the other £0, and the Company minimum monthly spend threshold would still be met).

17.4. Companies on an Optimiser Group Package must also meet within this, their aggregated minimum spend commitment of £250 net on Property Products and £250 net on Display and Search Based Products per branch (For example a Company with two branches must meet a minimum commitment of £500 net Property Products and £500 net on Display and Search Based Products, excluding Rightmove Discover)

17.5. An Additional Profile package has no threshold, however, any additional products purchased on the Additional Profile are eligible to count towards Group Package Thresholds.

## **SPECIAL OFFER GUIDELINES**

### **18. General Special Offer Guidelines.**

18.1. Rightmove Offers will apply only to You where You are specifically notified by Us of Your qualification and if You select a package or Rightmove additional advertising products or services from the options agreed and offered to You by Us

18.2. Offers commence on the 1<sup>st</sup> of the month after signature unless otherwise specified.

18.3. Regardless of go live dates of Your Core Membership and/or Additional Products, the expiry of Your Rightmove Offer remains the same.

18.4. Offers are not available in conjunction with any other Offers.

18.5. Offers are not transferable between branches/companies.

18.6. Rightmove reserves the right to withdraw the availability of any Offer at any time.

### **19. New Business Intro Offer ("NBI Offer")**

19.1. Where a Membership form is signed mid-month, the NBI Offer will commence on the 1<sup>st</sup> of the following month. You will benefit from the Offer when Your Additional Product, Package or Service goes live within the NBI Offer term.

19.2. The NBI Offer term will run for 6 full calendar months only.

19.3. The NBI Offer entitles You to a 50% discount on Your Core Membership and Additional Products before Package discount.

19.4. Products that aren't purchased on a subscription basis cannot be used as part of this NBI Offer.



By upgrading your service and/or Package within the 6 month period, You will continue to receive a 50% discount on Your Additional Products and/or Service for the remainder of the 6 month NBI Offer period.

#### **20. One Month Free Offer ("OMF Offer")**

- 20.1. The OMF Offer will run for one full calendar month.
- 20.2. The OMF Offer entitles You to one month free on Your Core Membership and Additional Products and charging will start from the 1<sup>st</sup> of the month.
- 20.3. Products that aren't purchased on a subscription basis cannot be used as part of this OMF Offer.

#### **21. Optimiser and Enhanced Upgrade Offer ("OU & EU Offer")**

- 21.1. Where a Membership form is signed mid-month, the OU & EU Offer will commence on the 1<sup>st</sup> of the following month. You will benefit from the Offer when Your Additional Product goes live within the OU & EU Offer Term.
- 21.2. The OU & EU Offer entitles you to free months of eligible products ("Free Period") when you upgrade to Optimiser or Enhanced Membership Package.
- 21.3. The Free Period will commence on signature. Your upgraded Optimiser or Enhanced Package ("Upgrade") will commence after the free product period and run for 12 months for the Optimiser Package and 6 months for the Enhanced Package.
- 21.4. Eligible Additional Products will be charged from the commencement date of Your Upgrade.

#### **22. Opti and Enhanced 2 Step Upgrade Offer**

- 22.1. The Opti and Enhanced 2 Step Upgrade Offer is only available to those upgrading to the Enhanced or Optimiser packages.
- 22.2. The offer term will run for 24 full calendar months
- 22.3. You will benefit from the fixed rebate as per the Membership Form when the minimum package threshold spend is met.
- 22.4. Should you cancel your contract before Year 2 of the offer term, you shall refund 100% of the Year 1 rebate that has been received.

#### **23. Upgrade Now 2019**

- 23.1. The Upgrade Now 2019 offer entitles you to free months of eligible products ("Free Period") when you upgrade to Optimiser or Enhanced Membership Package.
- 23.2. The Free Period will commence on signature and is only available until 31<sup>st</sup> March 2019. Your upgraded Optimiser or Enhanced Package ("Upgrade") will commence after the free product period and run for 12 months for the Optimiser Package and 6 months for the Enhanced Package.
- 23.3. Eligible Additional Products will be charged from the commencement date of Your Upgrade

#### **24. COMPETITION GUIDELINES**

You agree to co-operate with Us in order to ensure that any individual vendor who wins a prize in any competition run by Us (a "prize winner") which includes as part of the prize any of Our Additional Products in relation to a property which You are then marketing on behalf of that prize winner. In particular, You agree that in such circumstances We are entitled to specify that the property belonging to the prize winner shall receive any of Rightmove Additional Products at any time and for such a period of time as We may specify.



## **Rightmove Product Guidelines Rightmove Passport**

**Effective immediately**

## RIGHTMOVE PRODUCT GUIDELINES RIGHTMOVE PASSPORT

### DEFINITIONS

**“Licence Term”** means for a limited period of time being no longer than is necessary for the Permitted Purpose, and in any event no longer than 5 years commencing on the date that a Rightmove Passport Holder created the Rightmove Passport in question.

**“Permitted Purpose”** has the meaning given in clause 1.3.2.1.

**“Permitted Recipients”** means Your employees and, where relevant, Your Client who owns the property or properties identified a Rightmove Passport Holder’s email or other communication to You.

**“Rightmove Passport Holder”** means a consumer who has created and/or shared a Rightmove Passport.

**“Rightmove Passport Website”** means the Rightmove consumer facing website relating to the Rightmove Passport located at [ready.rightmove.co.uk](https://ready.rightmove.co.uk) or such other url as Rightmove may nominate from time to time.

**“Shared Personal Data”** means personal data contained in a Rightmove Passport once it has been shared with You and is within Your control.

### GENERAL

1. These Product Guidelines should be read in conjunction with the Rightmove General Membership Terms and Conditions.
2. If there is any conflict between clause 2 (Data Protection) of these Product Guidelines and the Rightmove General Membership Terms and Conditions, these Product Guidelines prevail. If there is any conflict between any other clause of these Product Guidelines and the Rightmove General Membership Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.
3. By using a Rightmove Passport, You acknowledge and confirm that:
  - 3.1. Your Membership shall be subject to both the Rightmove General Membership Terms and Conditions, as well as these Product Guidelines; and
  - 3.2. You will comply with all obligations contained in these Product Guidelines.
4. Your use of the Rightmove Passport product may be terminated or suspended by You or Us in accordance with clauses 10.2 and 10.3 of the Rightmove General Membership Terms and Conditions.
5. Capitalised terms used in these Product Guidelines not defined above shall have the meaning given to them in the Rightmove General Membership Terms and Conditions.

### PRODUCT GUIDELINES

#### 1. Rightmove Passport

##### 1.1. Product description:

- 1.1.1. A service that allows You to access certain information about prospective tenants for the purpose of letting private residential properties in the UK. We are not a credit reference agency.

## 1.2. Contracting parties:

- 1.2.1. Your Contract for provision of the Rightmove Passport product is between You and Rightmove Rent Services Limited;
- 1.2.2. Rightmove Rent Services Limited is a company registered in England and Wales with company registration number 11211259 and its registered office is at 2 Caldecotte Lake Business Park, Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK7 8LE. The registered VAT number of the Rightmove group of companies, to which Rightmove Rent Services Limited belongs, is 918 5018 23; and
- 1.2.3. Rightmove Rent Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 805415). Its registration details can be found on the Financial Services Register available on the Financial Conduct Authority's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

## 1.3. Product usage constraints:

- 1.3.1. The Rightmove Passport product is for UK properties only. You can only use a Rightmove Passport for the Permitted Purpose (as defined in clause 1.3.2.1). You cannot use a Rightmove Passport for the purpose of evaluating whether a Rightmove Passport Holder is a suitable candidate to rent a private residential property outside the UK.
- 1.3.2. There are certain rules You must follow in relation to Your use of a Rightmove Passport:
  - 1.3.2.1. We grant to You a licence to use a Rightmove Passport and any information contained in it for the purpose of evaluating whether a Rightmove Passport Holder is a suitable candidate to rent a private residential property in the UK ("**Permitted Purpose**"). This licence is limited to the Licence Term, non-exclusive, limited to the UK and non-transferable ;
  - 1.3.2.2. You agree that You will make Your own independent evaluation and decision (or procure that Your Client will make its own independent evaluation and decision) on the suitability or otherwise of a Rightmove Passport Holder as a prospective tenant based on all the information that is or should have reasonable been available to You. A Rightmove Passport is not to be relied on exclusively and is not a substitute for professional due diligence when making decisions about the suitability of a prospective tenant;
  - 1.3.2.3. You agree to abide by the [Terms of Use](#) relating to the Rightmove Passport;
  - 1.3.2.4. You will not sell, transfer, sub-license, distribute, commercially exploit a Rightmove Passport or otherwise make a Rightmove Passport or any information contained in a Rightmove Passport available to, or use for the benefit of, any third party;
  - 1.3.2.5. You will not (and will not allow any third party to) copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with a

Rightmove Passport or any information contained in a Rightmove Passport;

- 1.3.2.6. You will not (and will not allow any third party to) create, compile or hold a Rightmove Passport (or any information contained in a Rightmove Passport) in a database or similar structured set of data; and You will not use (and will not allow any third party to use) a Rightmove Passport or any information contained in a Rightmove Passport in a way which unfairly prejudices a Rightmove Passport Holder or in a way that could impact negatively on Rightmove or its Group.

## 1.4 Ownership of information

- 1.4.1 We grant You during the Licence Term a UK-wide, non-exclusive, royalty free, non-transferable licence to use, copy and distribute a Rightmove Passport (including any information contained in that Rightmove Passport) that We or a Rightmove Passport holder sends to You for the purpose of letting residential properties in the UK in accordance with these Product Guidelines. You shall not sub-license, assign or otherwise transfer the rights granted in this clause 1.4.1.

## 1.5 Our right to make changes:

- 1.5.1 We may from time to time change the content or functionality of the Rightmove Passport product. We may also suspend or discontinue any aspect of the Rightmove Passport product, which may include Your access to a Rightmove Passport. If We do so, We will use reasonable efforts to notify You before the changes take effect.

## 1.6 Product pricing:

- 1.6.1 The Rightmove Passport product is free to use.
- 1.6.2 We reserve the right to change the pricing of the Rightmove Passport product, as long as We give You at least 30 days' notice in writing.

## 1.7 Product withdrawal:

- 1.7.1 We may write to You to let You know that We are going to stop providing the Rightmove Passport product. We will let You know at least 30 days in advance of Our stopping the supply of the Rightmove Passport product.

## 1.8 Product warranties and disclaimers:

- 1.8.1 We will endeavour to provide the Rightmove Passport product with reasonable care and skill and to ensure that the Rightmove Passport is substantially as described on the Rightmove Passport Website and in these Product Guidelines.
- 1.8.2 We do not guarantee that Your use of a Rightmove Passport will:
  - 1.8.2.1 be fit for a particular purpose;
  - 1.8.2.2 be uninterrupted, timely, secure or error-free;
  - 1.8.2.3 meet Your requirements; and
  - 1.8.2.4 speed up the process of letting a property or making decisions about the suitability of a particular prospective tenant.
- 1.8.3 A Rightmove Passport is not intended to be used as the sole basis for assessing the suitability of a tenant or for any other business decision. A Rightmove Passport is based upon data which is provided by third parties, including from a Rightmove Passport Holder himself/herself and from Equifax Limited. As such, it is not possible

and/or economically viable for Us to guarantee that a Rightmove Passport or any information contained in a Rightmove Passport is correct, accurate, complete, error free or up-to-date. Rightmove does not verify a Rightmove Passport and gives no warranty or representation that a Rightmove Passport or any information contained in a Rightmove Passport is correct, accurate, complete, error free or up-to-date.

## 2. Data Protection

### 2.1. Data protection responsibilities:

- 2.1.1. You will be a data controller in respect of any Shared Personal Data.
- 2.1.2. We remain the data controller of personal data contained in a Rightmove Passport within our control.
- 2.1.3. We shall both comply with all the obligations imposed on a data controller under the Data Protection Laws. Any material breach of the Data Protection Laws by You shall give grounds to Us to terminate the Contract with immediate effect.
- 2.1.4. We shall ensure that We have all necessary notices and processes in place to enable lawful transfer of the Shared Personal Data to You for the Permitted Purpose.
- 2.1.5. You shall:
  - 2.1.5.1. process the Shared Personal Data only for the Permitted Purpose;
  - 2.1.5.2. keep the Shared Personal Data confidential and not disclose or allow access to any Shared Personal Data to anyone other than the Permitted Recipients;
  - 2.1.5.3. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Product Guidelines;
  - 2.1.5.4. ensure that You have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
  - 2.1.5.5. not transfer any Shared Personal Data outside the European Economic Area unless You ensure that the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; there are appropriate safeguards in place pursuant to Article 46 GDPR; or one of the derogations for specific situations in Article 49 GDPR applies to the transfer;
  - 2.1.5.6. assist Us in complying with all applicable requirements of the Data Protection Laws;
  - 2.1.5.7. notify Us within 24 hours of becoming aware of a breach relating to any Shared Personal Data, provide Us with a sufficient amount of information to allow Us to determine whether We are required to submit a report to Our national supervisory authority as required by Article 33 GDPR (Notification of a personal data breach to the supervisory authority) and such further information as may be required to submit that report and, if

necessary, to notify the affected data subjects in accordance with Article 34 (Communication of a personal data security breach to the data subject). Where We require further support and information from You relating to a data security breach, You will provide such assistance as soon as possible and in good time before the end of the compulsory 72-hour reporting period in Article 33 and/or the time period in which We intend to notify the affected data subjects; and

- 2.1.5.8. indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) We suffer or incur arising out of or in connection with the breach of the Data Protection Laws by You, Your employees or agents.