

THIS END USER LICENCE AGREEMENT (“**EULA**”) IS A BINDING LEGAL AGREEMENT BETWEEN YOU (DEFINED BELOW) AND RIGHTMOVE GROUP LIMITED INCORPORATED AND REGISTERED IN ENGLAND AND WALES WITH COMPANY NUMBER 03997679 WHOSE REGISTERED OFFICE IS AT 2 CALDECOTTE LAKE BUSINESS PARK, CALDECOTTE LAKE DRIVE, CALDECOTTE, MILTON KEYNES MK7 8LE (“**US**”, “**WE**”, “**OUR**” SHALL BE CONSTRUED ACCORDINGLY), AND GOVERNS YOUR USE OF THE DATA FEED (DEFINED BELOW). BY ACCESSING OR USING THE DATA FEED, THE SPECIFICATION (DEFINED BELOW) AND/OR ANY RELATED DOCUMENTATION, YOU HEREBY AGREE TO THIS EULA.

## **END-USER LICENCE AGREEMENT**

### **1 DEFINITIONS**

“**API**” means Rightmove’s application programming interfaces

“**Applicable Law**” means all applicable laws, statutes, statutory instruments, regulations, bylaws, orders, directives, treaties, decrees and codes from time to time in force

“**Application**” any applications developed by, or on behalf of, You to interact with the Data Feed

“**Beta Service**” has the meaning given to it in clause 7.1

“**Business Day**” a day, other than a Saturday, Sunday or public holiday in England, when commercial banks in London are open for business.

“**Data**” all data published or made available through the Data Feed, along with any related metadata and any data created by You which is derived from such data

“**Data Feed**” means the API (both the automated data feeds and the real time data feeds) including the Commercial API, the New Homes API, the Overseas API and the UK Sales and Lettings API, as described in the relevant Specification, and including any Beta Service

“**Feedback**” has the meaning given to it in clause 7.2

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals

or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

**“Malicious Activity”** means activity which would compromise the Data Feed and/or the cyber security of Rightmove’s Platforms, including but not limited to malicious, harmful or hidden digital code, programmes, procedures, routines, or mechanisms which may:

- (a) prevent, impair or otherwise adversely affect: the operation or reliability of Rightmove’s Platforms (or any software, hardware or network, telecommunications service, equipment or any other service or device); or access to or the operation of any programme or data, including the reliability of any programme or data; or
- (b) adversely affect or interfere with the User experience and/or the Member experience, including but not limited to worms, Trojan horses, viruses and other similar things or devices

**“Member”** means a Rightmove customer as described in more detail in the Membership Classification Guidelines which are published at <https://www.rightmove.co.uk/advertise-with-us> and may be amended by Rightmove from time to time

**“Rightmove”** means Rightmove Group Limited

**“Rightmove’s Platforms”** websites owned by Rightmove and/or its Group, and any mobile application owned by Rightmove and/or its Group

**“Specification”** means any and all of the relevant specifications and schema files related to the Data Feed

**“User”** means consumers that use the Platforms

**“You” or “Your”** means the legal entity downloading the Specification and using the Data Feed, as identified in the authentication process

## **2 GRANT AND SCOPE OF LICENCE**

2.1 In consideration of Your agreeing to abide by the terms of this EULA, Rightmove shall grant to You a non-transferable, non-exclusive, revocable, royalty-free licence to:

- 2.1.1 use the Specification on the terms of this EULA to develop Your Application to enable it to communicate with the Data Feed; and
- 2.1.2 subject to clause 2.7, to make calls from Your Application to the Data Feed and to display any Data received from the Data Feed within Your Application.

2.2 You may:

- 2.2.1 use, modify and/or adapt the Specification as necessary for the purpose specified in this EULA; and
  - 2.2.2 receive and use any free supplementary Specification incorporating corrections of errors as may be provided by Rightmove from time to time.
- 2.3 You may not:
  - 2.3.1 use the Specification, Data Feed or any Data in any manner or for any purpose that misappropriates, or otherwise infringes any Intellectual Property Rights or other right of any person, or that violates any applicable law;
  - 2.3.2 copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Data Feed, in whole or in part;
  - 2.3.3 commercially exploit, sell, license or distribute the Specification, Data Feed or any Data; nor
  - 2.3.4 use the Specification, Data Feed or any Data other than as specified in clause 2.1, without the prior written consent of Rightmove's legal team.
- 2.4 The Specification and the Data Feed are provided "AS IS" without warranty of any kind either express or implied. We make no warranties to You regarding the Specification, including but not limited to warranties (express or implied) about fitness for a particular purpose, non-infringement of third party rights, or error-free or uninterrupted use.
- 2.5 You are responsible for the operation and security of Your Application and must take reasonable steps to:
  - 2.5.1 secure the Specification, Your Application and any Data (including all copies thereof) from infringement, misappropriation, theft, misuse of unauthorised access;
  - 2.5.2 prevent the introduction of any virus, error, bug or vulnerability into the Rightmove Data Feed via Your Application or otherwise;
  - 2.5.3 comply with any and all security protocols or requirements placed on You by Us which may be amended from time to time; and
  - 2.5.4 ensure that You do not carry out Malicious Activity in connection with the Data Feed and/or Rightmove's Platforms.
- 2.6 We reserve the right to immediately suspend Your connection to the Data Feed at any point if We believe or suspect (in Our sole discretion) that You are in breach of this EULA.
- 2.7 We will use reasonable endeavours to maintain the availability and performance of the Data

Feed. You acknowledge that You have no right to have access to the Data Feed in any form or at any time, and no compensation (monetary or otherwise) will be awarded to You in the event that the Data Feed does not function.

- 2.8 This EULA sets out the full extent of Our obligations and liabilities in respect of the supply of the Specification and/or the Data Feed. Except as expressly stated in this EULA, there are no warranties, representations or other terms, express or implied, that are binding on Us. Any warranty, representation or other term concerning the supply of the Specification and/or the Data Feed which might otherwise be implied into, or incorporated in, this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 2.9 If You are a Member, then Your data protection obligations are set out in Our contract with You. If You are not a Member, then You acknowledge that You are acting as Our Member's data processor and Your data protection obligations are governed by Your contract with Our Member.
- 2.10 Notwithstanding clause 2.9, You shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: the pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

### **3 INTELLECTUAL PROPERTY RIGHTS**

- 3.1 The Specification and the Data Feed belong to and are under the exclusive ownership and control of Rightmove. You acknowledge that any and all Intellectual Property Rights in the Specification and the Data Feed remain vested in Rightmove, that such Intellectual Property Rights are licensed (not sold) to You, and that You have no rights or claim in or to the Specification or the Data Feed other than the right to use them in accordance with the terms of this EULA.

### **4 LIMITATION OF LIABILITY**

- 4.1 You acknowledge that the Specification and Data Feed have not been developed to meet Your individual requirements and that it is therefore Your responsibility to ensure that the Specification and the Data Feed meet Your requirements.
- 4.2 We only supply the Specification for internal use by Your business, and You agree not to use the Specification for any re-sale purposes or commercial exploitation save for the operation of Your Customer Records Management (CRM) system.
- 4.3 Subject to clause 4.5, We shall not under any circumstances whatsoever be liable to You,

whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the EULA for:

4.3.1 any loss whatsoever relating to Your use of a Beta Service;

4.3.2 direct or indirect loss of profits, sales, business, or revenue;

4.3.3 direct or indirect business interruption;

4.3.4 direct or indirect loss of anticipated savings;

4.3.5 direct or indirect loss or corruption of data or information;

4.3.6 direct or indirect loss of business opportunity, goodwill or reputation; or

4.3.7 any indirect or consequential loss or damage.

4.4 Subject to clause 4.5, and other than the losses set out in clause 4.3 (for which We are not liable), Our maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £1,000.

4.5 Nothing in this EULA shall limit or exclude Our liability for:

4.5.1 death or personal injury resulting from Our negligence;

4.5.2 fraud or fraudulent misrepresentation; or

4.5.3 any other liability that cannot be excluded or limited by English law.

4.6 This EULA sets out the full extent of Our obligations and liabilities in respect of the supply of the Specification. Except as expressly stated in this EULA, there are no warranties, representations or other terms, express or implied, that are binding on Us. Any warranty, representation or other term concerning the supply of the Specification which might otherwise be implied into, or incorporated in, this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **5 INDEMNITY**

5.1 You shall indemnify and hold Rightmove harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by Rightmove as a result of or in

connection with any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of Your use of the Data Feed; and any breach by You of this EULA.

## **6 TERM AND TERMINATION**

6.1 This EULA shall commence on the date that You download the Specification and continue until the date it is terminated under this clause 6.

6.2 This EULA will terminate automatically upon the earliest of:

6.2.1 You ceasing use of the Data Feed;

6.2.2 Us giving you 14 Business Days' notice that this EULA will terminate, or, in the case of a Beta Service, Us withdrawing Your access to a Beta Service; and

6.2.3 You committing a material or persistent breach of this EULA which You fail to remedy (if remediable) within 5 Business Days after the service on You of written notice requiring You to do so.

6.3 Upon termination for any reason:

6.3.1 all rights granted to You under this EULA shall cease;

6.3.2 if the EULA has been terminated pursuant to clauses 6.2.2 or 6.2.3, You will immediately cease using the Data Feed; and

6.3.3 You must immediately destroy or return to Us (at Our sole discretion) all copies of the Specification then in Your possession, custody or control and, in the case of destruction, certify to Us that You have done so.

## **7 BETA TRIALS**

7.1 From time to time, We may make available to You new API-related services and/or products which are in development, which will be marked as "beta" (each a "**Beta Service**"). You may choose to use the Beta Service in Your sole discretion.

7.2 If You choose to use the Beta Service, You will use commercially reasonable efforts to provide suggestions or ideas and report issues or problems related to Your use of the Beta Service (collectively, "**Feedback**") to Us on a timely basis or as otherwise agreed between You and Us in writing. You agree not to disclose the Feedback to any third party and You assign to Us all right, title and interest in and to any Feedback, without any right to compensation or other obligation from Us or, if such assignment is not permitted by law, You grant to Us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide, perpetual license to use all Feedback.

7.3 You acknowledge that the Beta Service is in a testing phase, and it may contain errors and, in addition to any other disclaimers in this EULA, You agree that the Beta Service is provided "AS IS" and "AS AVAILABLE" without warranty of any kind either express or implied. You acknowledge and agree that We may change or withdraw Your access to, testing of and/or use of, or discontinue, a Beta Service (or any portion thereof) at any time and in Our sole discretion, with or without notice to You.

7.4 You will treat the Beta Service and any related documentation as confidential information in line with clause 8.3. Notwithstanding clause 4.4 of this EULA (or any other clause in this EULA), We will have no liability arising out of or in connection with the Beta Service.

## **8 GENERAL CONTRACT TERMS**

8.1 We may update or amend this EULA and/or any requirements from time to time. You will be notified by email of the amendments prior to the change taking effect. Your continued use of the Specification and/or connection to the Data Feed shall constitute Your acceptance to the terms of this EULA, as varied. If You do not wish to accept the terms of the EULA (as varied) You must stop using the Specification and/or Data Feed prior to the change taking effect.

8.2 We may transfer Our rights and obligations under this EULA to another organisation, but this will not affect Your rights or Our obligations under this EULA. You may only transfer Your rights or Your obligations under this EULA to another person if We agree in writing.

8.3 You shall keep in strict confidence all confidential information, including but not limited to technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, and any other confidential information concerning Rightmove's business or its products or its services which You may obtain in connection with the Data Feed. You shall restrict disclosure of such confidential information to such of Your employees, agents or subcontractors as need to know it for the purposes specified in this EULA and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind You. This clause 8.3 shall survive termination of the EULA.

8.4 If We are prevented, hindered or delayed from performing any of our obligations under the EULA by an event which is beyond Our reasonable control, We shall not be in breach of this EULA or otherwise liable for any such failure or delay in the performance of such obligations and the time for performance of such obligations shall be extended accordingly.

8.5 This EULA and any document expressly referred to in it constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or oral, relating to its subject matter. You agree that You shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA or any document expressly referred to in it. You agree that You shall

have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA or any document expressly referred to in it.

- 8.6 If We fail to insist that You perform any of Your obligations under this EULA, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 8.7 Each of the clauses of this EULA operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 8.8 This EULA, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. You and We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.