



RIGHTMOVE GROUP LIMITED
RIGHTMOVE PLUS GUIDELINES (the "Guidelines")

JULY 2023

1. DEFINITIONS

1.1. In these Guidelines, the following definitions apply:

"**Notes Function**" means any function within Rightmove Plus enabling Members to include notes relating to a lead.

"**Online Viewing**" means a video You upload via Rightmove Plus Online Viewing platform which is a virtual viewing of the property.

"**Protected Member Lead Data**" means all personal data relating to Users collected by a Member in the Notes Function.

"**Reports**" means the reports (and reporting tools) available to Members via Rightmove Plus, as appropriate to their Membership, which may include, without limitation, the reports identified as best price guide, property performance report, market share report, marketing report, telephone lead report, email lead report, let agreed report and sales agreed report (as amended, updated, changed or replaced from time to time).

"**Rightmove Plus**" means the part of the Platforms identified as Rightmove Plus which may provide access (dependant on, and appropriate to, Your Membership) to Rightmove Plus and/or Rightmove Plus Self-Service and which may be changed or updated from time to time. Reference to Rightmove Plus in these Guidelines shall include reference to Rightmove Plus Self-Service, where the context permits.

"**Rightmove Plus Certificates**" means the certificates created using Market Share Reports in Rightmove Plus, showing Your success in Your market at selling or letting properties.

"**Rightmove Plus Self-Service**" means a self-serve facility made available (dependent on, and appropriate to, Your Membership) to You via Rightmove Plus. The Rightmove Plus Self-Service allows You to grant access to Your Rightmove Plus account, add and delete Your Representatives' access and update Your Location profile page.

"**Video**" means online viewings, virtual tours or property videos for a property listing.

"**Video Platform**" means a dedicated platform We have provided You which enables You to upload and host Videos to display with Your property listing.

"**Your Representatives**" has the meaning given to it in clause 4.2.1.

1.2. Capitalised terms used in these Guidelines not defined above shall have the meaning given to them in the Rightmove General Membership Terms and Conditions.

2. GENERAL

2.1. These Guidelines should be read in conjunction with the Rightmove General Membership Terms and Conditions.

- 2.2. If there is any conflict between clause 6 (Data Protection) of these Guidelines and the Rightmove General Membership Terms and Conditions, these Guidelines shall prevail. If there is any conflict between any other clause of these Guidelines and the Rightmove General Membership Terms and Conditions, the Rightmove General Membership Terms and Conditions shall prevail.
- 2.3. By using Rightmove Plus, You acknowledge and confirm that:
 - 2.3.1. Your Membership shall be subject to both the Rightmove General Membership Terms and Conditions, as well as these Guidelines; and
 - 2.3.2. You will comply with all obligations contained in these Guidelines.

3. USE OF DATA, CERTIFICATES AND REPORTS

Data

- 3.1. You shall ensure that any and all data, including Member Data contained within Rightmove Plus (including any Reports, Rightmove Plus Certificates or otherwise) when used for marketing purposes, complies with the Relevant Legislation or Codes (including, without limitation, the Advertising Standard Agency's (ASA) UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code)).
- 3.2. You acknowledge that it is Your sole responsibility to ensure Your Advertisements are compliant with the Relevant Legislation or Codes.
- 3.3. You shall not use any data or statistics derived from Reports contained within Rightmove Plus, which includes any usage data We may send You:
 - 3.3.1. in any Member advertising or any other marketing materials;
 - 3.3.2. for automated decision making or automated recommendations; or
 - 3.3.3. for any other purpose other than for informational and training purposes only.

We reserve the right to monitor usage of Rightmove Plus at Your company, Your Brand, Your Local Branch and Member level for Our own business purposes as well as to report on usage to You.

Reports

- 3.4. You acknowledge that Reports are for Your own internal use only.
- 3.5. You shall not:
 - 3.5.1. alter the Reports in any way; or
 - 3.5.2. reproduce or store the Reports (printed or otherwise, in whole or part) outside of Rightmove Plus, including in any other website or include or use the Reports in any public or private electronic or non-electronic retrieval system, service or publication without Our prior written consent.

- 3.6. You acknowledge that Report results are subject to the geographical context and property criteria which have been defined by the User and, as such, You must clearly reference this alongside any use by You of the data or Reports.
- 3.7. If in Our reasonable opinion We assess that You are manipulating market share reporting, We reserve the right to withdraw or suspend Services in accordance with these Guidelines.

Rightmove Plus Certificates

- 3.8. You shall not disclose the Rightmove Plus Certificates to or allow Rightmove Plus Certificates to be used by any third parties without Our prior written consent, except You may disclose and/or allow Your Location to use the Rightmove Plus Certificates provided that the Rightmove Plus Certificates are reproduced in their entirety.
- 3.9. You may only use the Rightmove Plus Certificates (or Your re-created Rightmove Plus certificate) for marketing and/or advertisement purposes for a period of 90 days from the date the relevant Rightmove Plus Certificate was generated in Rightmove Plus. You shall ensure all references to competitors are anonymised in the Rightmove Plus Certificate.
- 3.10. When generating the Rightmove Plus Certificates (or re-creating them) for marketing and/or advertisement purposes, You may only use data from the last 3 months. Combining data from previous periods and /or previous Rightmove Plus Certificates to create more than 3 months of data is a breach of these Guidelines.
- 3.11. You warrant that the data (including postcodes) You enter to create and subsequently publish a Rightmove Plus Certificate is based on an accurate representation of Your core geographical market. If in Our reasonable opinion We feel that You are using data or postcodes from outside of Your core market, We reserve the right to ask You to remove the Rightmove Plus Certificate from public consumption. Failure to do so would see You being in breach of these Guidelines and We reserve the right to withdraw or suspend Services in line with Clause 9 or 10 of these Guidelines.
- 3.12. You may, if required , re-create a Rightmove Plus Certificate in Your own Brand colours and/or create Your own layout (e.g. landscape) provided that You also include each component of a Rightmove Plus Certificate described below:
 - 3.12.1. Your Brand, Branch details and Logo (brand name, branch name, branch address, postcode);
 - 3.12.2. Date the Rightmove Plus Certificate was produced;
 - 3.12.3. Market Share Report name (e.g. Available Stock, New Instructions, Sales Agreed);
 - 3.12.4. Every individual postcode sector used to generate the data (e.g. MK7 8);
 - 3.12.5. Date range used to generate the data (e.g. Date: 04/07/20 – 11/07/20);

- 3.12.6. Any filters applied (e.g. no. of bedrooms, property types, price range, resale/new build) – if no filters have been applied, You must state: “No filters applied”;
 - 3.12.7. Full unaltered pie chart, including original data figures (fully anonymised with the exception of Your Brand and branch name);
 - 3.12.8. Your Market Share position and the number of competing offices (e.g. 1st out of 40 offices);
 - 3.12.9. Rightmove Logo (unaltered in style and position – x2); and
 - 3.12.10. Full unaltered Disclaimer as it appears on the Rightmove Plus Certificate.
- 3.13. Your failure to comply with this clause 3 of the Guidelines may result in suspension or termination of services in accordance with clause 9 and 10 of these Guidelines.
- 3.14. Rightmove owns all Intellectual Property Rights in the Reports and Rightmove Plus Certificates. We grant You a non-exclusive, limited, UK only, non-transferable licence for the Term to use the Reports and Rightmove Plus Certificates in accordance with these Guidelines.

4. SECURITY

- 4.1. By using Rightmove Plus, You agree that You will take all reasonable and practical security measures to ensure the protection of data and the security of Rightmove Plus and will not do anything to compromise the security of Rightmove Plus.
- 4.2. In addition to Your obligations under the Rightmove General Membership Terms and Conditions and Relevant Legislation or Codes, You agree that You shall:
 - 4.2.1. enable the placing of cookies on the devices used by You (or Your employees, officers, agents, consultants and representatives ("**Your Representatives**")) to access Rightmove Plus to allow for email authentication. For more information about the cookies used, please see [Our Cookie Policy](#);
 - 4.2.2. use Our 2 factor authentication (which requires a United Kingdom mobile telephone number) to access areas of Rightmove Plus which hold Users Personal Data Where we provide this facility to You and Your Representatives.
 - 4.2.3. ensure that Your Representatives are, at all times whilst they have access to Rightmove Plus, engaged by You as an employee or contractor and have appropriate permission to access Rightmove Plus. You are responsible for removing access rights of Your Representatives from Rightmove Plus;
 - 4.2.4. notify Us as soon as reasonably practicable and, in any event, within 2 Business Days, if there are any changes to Your Representatives which means that access rights of Your Representative should be removed, including when any of Your Representatives cease to be employed or engaged by You;
 - 4.2.5. not, and procure that Your Representatives shall not, use personal non business domain email addresses or shared email addresses to access Rightmove Plus. Only named,

- individual work email addresses belonging to Your business domain e.g. `firstname.lastname@businessdomainname.co.uk` shall be used to access Rightmove Plus;
- 4.2.6. ensure that You and all of Your Representatives use passwords which are unique to Your Rightmove Plus account. Your Rightmove Plus account password must not be re-used anywhere else such as other portals or non-Rightmove websites. We strongly recommend the password is at least 12 characters long, contain both capital and lowercase letters, and at least number and special symbol;
 - 4.2.7. only use, and procure that Your Representatives only use, passwords that are secure. Do not use passwords that contain the following words:
 - 4.2.7.1. any variations on the word 'rightmove';
 - 4.2.7.2. any variations on the word 'password';
 - 4.2.7.3. any variations on the name of Your organisation;
 - 4.2.7.4. any words based on personal characteristics of Yours that could easily be gleaned from social media profiles or other sources (for example, children's names, favourite sports teams);
 - 4.2.8. ensure that if You, or Your Representatives, believe Your Rightmove Plus password may have been compromised You will change Your password without delay;
 - 4.2.9. ensure that You, or Your Representatives, will notify Us immediately if You believe Your Rightmove Plus account may have been compromised, You are aware of any unauthorised access or use of Your Rightmove Plus account or any other known suspected breach of security;
 - 4.2.10. not use Your, and procure that Your Representatives do not use their, Rightmove Plus account password for any other business or personal activity;
 - 4.2.11. keep Your, and procure that Your Representatives keep their, usernames and passwords confidential and secure and You shall not, and procure that Your Representatives shall not, share Your Rightmove Plus credentials, including usernames and passwords, or access details with anyone in Your organisation or any third parties; and
 - 4.2.12. not obtain, attempt to obtain, access, or use any account information relating to any other Rightmove Plus user.
- 4.3. You shall notify us immediately upon becoming aware of a breach or suspected breach of:
- 4.3.1. this clause 4 of these Guidelines;
 - 4.3.2. technical and organisational security measures which have been implemented by You in respect of Your data and Rightmove Plus; and
 - 4.3.3. any loss, unauthorised or unlawful destruction, alteration, or unauthorised disclosure of, or access to, data (including, Protected Member Lead Data, Rightmove Plus Certificates and Reports) or Rightmove Plus, in each case whether accidental or otherwise.

- 4.4. You shall take all reasonable steps necessary to remedy any incident referred to in clause 4.3 or any breach or suspected breach of clause 4.2.
- 4.5. You agree to indemnify Us and keep Us indemnified 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) awarded against, suffered or incurred by Us arising from or in connection with any:
 - 4.5.1. non-compliance by You with the Data Protection Laws, Privacy Laws or Relevant Legislation or Codes (including, without limitation, the CAP Code); and/or
 - 4.5.2. processing carried out by Us pursuant to instructions given by You that infringe any Data Protection Laws, Privacy Laws or Relevant Legislation or Codes; or
 - 4.5.3. breach or suspected breach of clause 4 of these Guidelines.
- 4.6. If We have reason to believe Your access to Rightmove Plus has been compromised or at risk of a compromise, We reserve the right to restrict or suspend Your access to Rightmove Plus, or any individual tool or Report available in Rightmove Plus, whilst the suspected security breach is investigated and until such breach is resolved to Our satisfaction. We also reserve the right to restrict or suspend Your access to Rightmove Plus, or any individual tool or Report available in Rightmove Plus, until such time as We, in Our opinion, believe that You have rectified the cause of any actual breach Our investigation uncovered so that the risk of the same or a similar breach happening in the future is minimised as much as is practicably possible.
- 4.7. We reserve the right to remove access to Rightmove Plus if a User has not logged into their Rightmove Plus account in the last 90 days. In addition, We reserve the right to restrict access to Your Reports if a Report has not been accessed in the last 90 days.

5. USAGE CONSTRAINTS

- 5.1. You shall not use Rightmove Plus contrary to these Guidelines and the Rightmove General Membership Terms and Conditions.
- 5.2. Where You manually upload property listings via Rightmove Plus, You are accessing a third party address picker to which You agree to the third party providers [terms](#).
- 5.3. Save as strictly necessary to perform Your obligations under these Guidelines, You shall not:
 - 5.3.1. distribute, license, sell or otherwise deal in or encumber Rightmove Plus or any Reports or other information produced or contained within Rightmove Plus;
 - 5.3.2. translate, adapt, disassemble, reverse engineer or decompile Rightmove Plus (or any part of it) or any Reports or other information produced or contained within Rightmove Plus, nor make any modifications, additions or enhancements to Rightmove Plus (or any part of it);

- 5.3.3. combine, merge or otherwise permit Rightmove Plus (or any part of it) or Reports or other information produced or contained within Rightmove Plus to become incorporated in any other product, nor arrange or create derivative works based on Rightmove Plus (or any part of it) or any Reports or other information produced or contained within Rightmove Plus;
- 5.3.4. copy Rightmove Plus (or any part of it) or any Reports or other information produced or contained within Rightmove Plus;
- 5.3.5. use Rightmove Plus to distribute any virus, commit any act of fraud, to promote unsolicited advertising or sending of spam or in any manner that disrupts Our operations, business, equipment, Platforms or systems (including Rightmove Plus) or which breaches or attempts to breach the security of Rightmove Plus or Our systems;
- 5.3.6. use Rightmove Plus on behalf of or make it (or any Reports or other information produced or contained within Rightmove Plus) available to any third party or allow or permit a third party to do so; or
- 5.3.7. use Rightmove Plus for any purpose that is unlawful under any applicable law (including, without limitation, Relevant Legislation or Codes, Privacy Law and the Data Protection Laws) or promotes unlawful activity.

6. DATA PROTECTION

- 6.1. This clause 6 of these Guidelines shall apply only in respect of Protected Member Lead Data. In respect of all other data (including Member Data and User Data), the Rightmove General Membership Terms and Conditions shall apply.
- 6.2. You appoint Us as data processor in relation to the processing of the Protected Member Lead Data for the purpose of supplying You with Rightmove Plus.
- 6.3. You remain responsible for Your compliance obligations under the Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions You give to Us.
- 6.4. Without prejudice to the generality of clause 6.2, You shall ensure that You have all necessary consents and notices in place to enable lawful transfer of the Protected Member Lead Data collected by You to Us and for the purpose of supplying You with Rightmove Plus.
- 6.5. The subject matter, duration, nature and purpose of processing, the categories of personal data, and data subject types processed by Us as data processor are:
 - 6.5.1. subject matter: We are acting as data processor for the purpose of providing the Notes function in Rightmove Plus;
 - 6.5.2. duration: the period of Your Membership for Rightmove Plus;

- 6.5.3. nature of processing: collection; recording; structuring; modification; disclosure by transmission; extraction; profiling; erasure; and destruction;
 - 6.5.4. business purposes: direct marketing; information and database management; trading or sharing personal data;
 - 6.5.5. personal data categories: names, email addresses, telephone numbers, postal addresses, property purchase, sale, rental and leasing intentions and ancillary comments; and
 - 6.5.6. data subject types: Users.
- 6.6. Where We process Protected Member Lead Data for You as a data processor for the purpose of supplying You with Rightmove Plus, We shall:
- 6.6.1. process the Protected Member Lead Data solely on Your documented instructions, for the purposes of supplying You with Rightmove Plus;
 - 6.6.2. process only the types of personal data, relating to the category of data subjects and in the manner required to supply You with Rightmove Plus;
 - 6.6.3. take all measures required by Article 32 of the GDPR to ensure the security of the Protected Member Lead Data;
 - 6.6.4. take reasonable steps to ensure the reliability of any staff who may have access to the Protected Member Lead Data, and to ensure that they treat the Protected Member Lead Data as confidential;
 - 6.6.5. not transfer the Protected Member Lead Data to any country outside the European Economic Area without Your prior written consent;
 - 6.6.6. not permit any third party to process the Protected Member Lead Data without Your prior written consent, such consent to be subject to Us meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
 - 6.6.7. without undue delay, notify You of any request or notice from a data subject exercising his or her rights under the Data Protection Laws, or any other communication from a supervisory authority relating to either party's obligations under the Data Protection Laws in respect of the Protected Member Lead Data;
 - 6.6.8. without undue delay, notify You of any personal data breach, such notice to include all information reasonably required by You to comply with Your obligations under the Data Protection Laws;
 - 6.6.9. upon request, at Your cost, provide You with reasonable assistance in carrying out data protection impact assessments;
 - 6.6.10. permit You, on reasonable prior notice and at Your cost, to inspect and audit the facilities and systems used by Us to process the Protected Member Lead Data, the technical and organisational measures used by Us to ensure the security of the Protected Member Lead Data and any and all records maintained by Us relating to that processing. The audits and

inspections referred to in this clause shall be conducted during normal business hours (9.00am to 5.00pm) on Business Days and shall be conducted no more than once per calendar year; and

- 6.6.11. cease processing the Protected Member Lead Data as soon as reasonably practicable on termination or expiry of Your Membership for Rightmove Plus and securely delete the Protected Member Lead Data with the associated User Data in accordance with [Rightmove's Privacy Policy](#).
- 6.7. You acknowledge that We are under no obligation to check the accuracy of Protected Member Lead Data but may at any time refuse to upload onto Rightmove Plus or remove from Rightmove Plus any or all Protected Member Lead Data which in Rightmove's reasonable opinion:
 - 6.7.1. is or could be inaccurate, offensive, illegal or immoral;
 - 6.7.2. does or could potentially infringe any third party Intellectual Property Rights or contain any third party confidential information;
 - 6.7.3. does or could cause harm to others or to Rightmove (or to both);
 - 6.7.4. does not conform with the requirements set out in the Technical Guidelines; or
 - 6.7.5. is provided or published onto Rightmove Plus against the wishes of Your Client or the actual owner of the property to which Protected Member Lead Data relates.

7. ONLINE VIEWINGS

- 7.1. We have provided You a Video Platform to upload and host an online viewing on Rightmove, which is only accessible via Rightmove Plus.
- 7.2. The video will only be available to view on Rightmove.
- 7.3. Online viewings will only automatically be sent to a User where You have enabled this feature in Rightmove Plus.
- 7.4. When uploading an Online Viewing via Our Platform, You agree to the Video Platform providers [Terms and Conditions](#) and [Privacy Policy](#) in conjunction with the Rightmove General Membership Terms and Conditions.

8. WARRANTIES AND DISCLAIMERS

- 8.1. We will endeavor to provide Rightmove Plus with reasonable skill and care and to ensure that Rightmove Plus is substantially as described in these Guidelines.
- 8.2. We do not guarantee that Your use of Rightmove Plus will:
 - 8.2.1. be fit for a particular purpose;
 - 8.2.2. be uninterrupted, timely, secure or error-free;
 - 8.2.3. meet Your requirements; or

- 8.2.4. speed up or otherwise assist You with the prioritisation of sales or lettings leads, or making decisions about the purchase, sale, rental and/or leasing intentions of a User.
- 8.3. The information provided via Rightmove Plus is based upon data which is collected via Our Platforms and data which is provided by You. As such, it is not possible and/or economically viable for Us to guarantee that Rightmove Plus or any information contained within (including, without limitation, any Reports and Rightmove Plus Certificates) is correct, accurate, complete, error free or up-to-date.
- 8.4. You warrant that Your use of Rightmove Plus (including, without limitation, any Reports, Rightmove Plus Certificates, Protected Member Lead Data or any other data provided by You) will not breach any contract, fail to comply with any Relevant Legislation or Codes, infringe the Intellectual Property Rights of any person, firm or corporate entity, or render Us liable to any claim whatsoever.
- 8.5. You indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with any resulting third party claim, legal action or penalty arising from Your use of Rightmove Plus (including, without limitation, any Reports, Rightmove Plus Certificates, Protected Member Lead Data or any other data provided by You) or Your breach of clause 8.4 or failure to comply with these Guidelines or the Rightmove General Membership Terms and Conditions.

9. BREACHES

- 9.1. If You breach these Guidelines or if We have reasonable grounds for suspecting that You are in breach of these Guidelines or the Rightmove General Terms and Conditions or if You misrepresent Yourself, misuse the Reports, Rightmove Plus Certificates, leads or manipulate the data in any way or compromise the security of Rightmove Plus, We reserve the right to disable Your access to Rightmove Plus, or restrict access to any reports or tools in Rightmove Plus immediately without warning.

10. TERMINATION

- 10.1. If You breach these Guidelines or if We have reasonable grounds for suspecting that You are in breach of these Guidelines or the Rightmove General Terms and Conditions or if You misrepresent Yourself, misuse the Reports, Rightmove Plus Certificates, leads or manipulate the data in any way or compromise the security of Rightmove Plus, We may suspend or terminate Your Membership in accordance with the General Membership Terms and Conditions.