

RIGHTMOVE GROUP LIMITED

RIGHTMOVEPLUS GUIDELINES (the "Guidelines")

1. DEFINITIONS

1.1. In these Guidelines, the following definitions apply:

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

"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 RightmovePlus, 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).

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

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

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

"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 RightmovePlus, 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 RightmovePlus (including any Reports, RightmovePlus Certificates or otherwise):
 - 3.1.1. 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)); and
 - 3.1.2. is used by You strictly in accordance with the Display Products Text Content Guidelines, as applicable.
- 3.2. You acknowledge that it is Your sole responsibility to ensure your advertisements and marketing materials are compliant with the Relevant Legislation or Codes.
- 3.3. Subject to clause 3.6, You shall not use any data or statistics derived from Reports contained within RightmovePlus in any Member advertising or any other marketing materials.

Reports

- 3.4. You acknowledge that Reports are for Your own internal use only and You shall use the Reports for Your own internal purposes 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 RightmovePlus, 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 may use data contained within the Market Share Reports in the Rightmove display products only provided that You comply with the Display Products Text Content Guidelines and Relevant Legislation or Codes.
- 3.7. 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.

RightmovePlus Certificates

- 3.8. You shall not:
 - 3.8.1. disclose the RightmovePlus Certificates to or allow RightmovePlus 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 RightmovePlus Certificates provided that the RightmovePlus Certificates are reproduced in their entirety; or
 - 3.8.2. edit, modify or alter the RightmovePlus Certificates in any way (including, without limitation, the layout and content) without Our prior written consent.
- 3.9. You may only use the RightmovePlus Certificates for marketing and/or advertisement purposes for a period of 90 days from the date the relevant RightmovePlus Certificate was generated. You shall ensure all references to competitors are anonymised in the RightmovePlus Certificate.
- 3.10. Your failure to comply with this clause 3 of the Guidelines may result in suspension or termination in accordance with clause 8 of these Guidelines.
- 3.11. Rightmove owns all Intellectual Property Rights in the Reports and RightmovePlus Certificates. We grant You a non-exclusive, limited, UK only, non-transferable

licence for the Term to use the Reports and RightmovePlus Certificates in accordance with these Guidelines.

4. SECURITY

4.1. By using RightmovePlus, You agree that You will take all reasonable and practical security measures to ensure the protection of data and the security of RightmovePlus and will not do anything to compromise the security of RightmovePlus.

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 RightmovePlus to allow for email authentication. For more information about the cookies used, please see [Our Cookie Policy](#);

4.2.2. ensure that Your Representatives are at all times whilst they have access to RightmovePlus engaged by You as an employee or contractor and have appropriate permission to access RightmovePlus. You are responsible for removing access rights of Your Representatives from RightmovePlus;

4.2.3. 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;

4.2.4. not (and procure that Your Representatives shall not) use personal email addresses or shared email addresses to access RightmovePlus. Only work email addresses belonging to Your business' domain shall be used to access RightmovePlus;

4.2.5. ensure that all of Your Representatives use passwords which are unique to Your RightmovePlus account, and we strongly recommend they meet the following security requirements in terms of length and complexity;

4.2.5.1. Passwords should be at least 11 characters in length

- 4.2.5.2. Passwords should contain at least one of each characters from the following categories:
 - 4.2.5.2.1. Uppercase character
 - 4.2.5.2.2. Lowercase character
 - 4.2.5.2.3. Numeric characters (0 thru 9)
 - 4.2.5.2.4. Special characters; for example: ?, \$, #, %
- 4.2.6. change (and procure that Your Representatives shall change) the passwords used in connection with RightmovePlus at regular intervals, and, as a minimum, at least once in every 6 month period;
- 4.2.7. not use Your (and procure that Your Representatives do not use their) RightmovePlus account password for any other business or personal activity; and
- 4.2.8. keep Your (and procure that Your Representatives keep their) usernames and passwords secure and shall not (and procure that Your Representatives shall not) share usernames and passwords used in connection with RightmovePlus, including with any third parties or unauthorised individuals.
- 4.3. You warrant that You, and all of Your Representatives and all others acting on Your behalf (including systems administrators) shall, keep confidential and not share with any third party passwords, usernames or access details for RightmovePlus.
- 4.4. You shall notify us immediately upon becoming aware of a breach or suspected breach of:
 - 4.4.1. this clause 4 of these Guidelines;
 - 4.4.2. technical and organisational security measures which have been implemented by You in respect of Your data and RightmovePlus; and
 - 4.4.3. any loss, unauthorised or unlawful destruction, alteration, or unauthorised disclosure of, or access to, data (including, Protected Member Lead Data, RightmovePlus Certificates and Reports) or RightmovePlus, in each case whether accidental or otherwise.
- 4.5. You shall take all reasonable steps necessary to remedy any incident referred to in clause 4.4 or any breach or suspected breach of clause 4.2.

- 4.6. 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:
 - 4.6.1. non-compliance by You with the Data Protection Laws, Privacy Laws or Relevant Legislation or Codes (including, without limitation, the CAP Code);
 - 4.6.2. 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
 - 4.6.3. breach or suspected breach of clause 4 of these Guidelines.
- 4.7. If We have reason to believe Your access to RightmovePlus has been compromised, We reserve the right to restrict or suspend Your access to RightmovePlus, or any individual tool or Report available in RightmovePlus, whilst the suspected security breach is investigated and until such breach is resolved to Our satisfaction.

5. USAGE CONSTRAINTS

- 5.1. You shall not use RightmovePlus contrary to these Guidelines and the Rightmove General Membership Terms and Conditions.
- 5.2. Save as strictly necessary to perform Your obligations under these Guidelines, You shall not:
 - 5.2.1. distribute, license, sell or otherwise deal in or encumber RightmovePlus or any Reports or other information produced or contained within RightmovePlus;
 - 5.2.2. translate, adapt, disassemble, reverse engineer or decompile RightmovePlus (or any part of it) or any Reports or other information produced or contained within RightmovePlus, nor make any modifications, additions or enhancements to RightmovePlus (or any part of it);
 - 5.2.3. combine, merge or otherwise permit RightmovePlus (or any part of it) or Reports or other information produced or contained within RightmovePlus to become incorporated in any other product, nor arrange or create derivative

works based on RightmovePlus (or any part of it) or any Reports or other information produced or contained within RightmovePlus;

- 5.2.4. copy RightmovePlus (or any part of it) or any Reports or other information produced or contained within RightmovePlus;
- 5.2.5. use RightmovePlus 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, Websites or systems (including RightmovePlus) or which breaches or attempts to breach the security of RightmovePlus or Our systems;
- 5.2.6. use RightmovePlus on behalf of or make it (or any Reports or other information produced or contained within RightmovePlus) available to any third party or allow or permit a third party to do so; or
- 5.2.7. use RightmovePlus 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 RightmovePlus.
- 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 RightmovePlus.

- 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 RightmovePlus;
 - 6.5.2. duration: the period of Your Membership for RightmovePlus;
 - 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 RightmovePlus, We shall:
 - 6.6.1. process the Protected Member Lead Data solely on Your documented instructions, for the purposes of supplying You with RightmovePlus;
 - 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 RightmovePlus;
 - 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 RightmovePlus 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 RightmovePlus or remove from RightmovePlus 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 RightmovePlus against the wishes of Your Client or the actual owner of the property to which Protected Member Lead Data relates.

7. WARRANTIES AND DISCLAIMERS

- 7.1. We will endeavor to provide RightmovePlus with reasonable skill and care and to ensure that RightmovePlus is substantially as described in these Guidelines.
- 7.2. We do not guarantee that Your use of RightmovePlus will:
 - 7.2.1. be fit for a particular purpose;
 - 7.2.2. be uninterrupted, timely, secure or error-free;
 - 7.2.3. meet Your requirements; or
 - 7.2.4. 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.
- 7.3. The information provided via RightmovePlus is based upon data which is collected via the Platforms and data which is provided by You. As such, it is not possible and/or economically viable for Us to guarantee that RightmovePlus or any information contained within (including, without limitation, any Reports and RightmovePlus Certificates) is correct, accurate, complete, error free or up-to-date.
- 7.4. You warrant that Your use of RightmovePlus (including, without limitation, any Reports, RightmovePlus 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 any copyright, trade mark, intellectual property or any other personal or proprietary right of any person, firm or corporate entity, or render Us liable to any claim whatsoever.

- 7.5. 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 RightmovePlus (including, without limitation, any Reports, RightmovePlus Certificates, Protected Member Lead Data or any other data provided by You) or Your breach of clause 7.4 or failure to comply with these Guidelines or the Rightmove General Membership Terms and Conditions.

8. TERMINATION

- 8.1. If You breach these Guidelines or if We have reasonable grounds for suspecting that You are in breach of these Guidelines or if You misrepresent Yourself, misuse the Reports, RightmovePlus Certificates, leads or manipulate the data in any way or compromise the security of RightmovePlus, We reserve the right to disable Your access to RightmovePlus immediately without warning and may suspend or terminate Your Membership in accordance with the Membership Terms and Conditions.