

BY DOWNLOADING THE SPECIFICATION YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

## END-USER LICENCE AGREEMENT

### 1 DEFINITIONS

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

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

**“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

**“Member”** means an agent, developer, landlord or property owner as described in more detail in the Membership Classification Guidelines which are published at [www.rightmove.co.uk/for-agents.html](http://www.rightmove.co.uk/for-agents.html) and may be amended by Rightmove from time to time.

**“Real Time Data Feed”** or **“RTDF”** means the software program interface developed by Rightmove known as the Real Time Data Feed described in the Specification

**“Rightmove”** means 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)

**“Specification”** means any and all of the specifications and schema files related to the Real Time Data Feed (**“Specifications”** shall be construed accordingly)

**“You”** or **“Your”** means the legal entity downloading the Specification 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 licence Rightmove shall grant to You a non-transferable, royalty-free licence to:

2.1.1 use the Specification on the terms of this licence to develop Your Application to enable it to communicate with the Real Time Data Feed; and

2.1.2 subject to clause 2.6, to make calls from Your Application to the Real Time Data Feed and to display any Data received from the Real Time Data Feed within Your Application.

2.2 You may:

2.2.1 use, modify and/or adapt the Specification;

2.2.2 make up to 3 copies of the Specification for back-up purposes only in support of the lawful use under this licence. The copies must reproduce and include Our copyright notice. Such copies and the media on which they are stored shall be the property of Us and this licence shall apply to all such copies as it applies to the Specification; and

2.2.3 receive and use any free supplementary Specifications 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, Real Time Data Feed or any Data in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Rights or other right of any person, or that violates any applicable law;

2.3.2 access all or any part of the Real Time Data Feed or any Data to build a product and/or service which competes with the Real Time Data Feed;

2.3.3 copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Real Time Data Feed, in whole or in part;

2.3.4 commercially exploit, sell, license or distribute the Specification, Real Time Data Feed or any Data; nor

2.3.5 use the Specification, Real Time 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 is 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, existence of errors or non-infringement of third party rights.

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 Real Time Data Feed via Your Application or otherwise; and
- 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.

We reserve the right to immediately suspend Your connection to the Real Time Data Feed at any point if Your Application does not meet Rightmove's security requirements as notified to You from time to time in accordance with clause 6.1.

- 2.6 You acknowledge that You have no right to have access to the Real Time Data Feed in any form or at any time.
- 2.7 This licence sets out the full extent of Our obligations and liabilities in respect of the supply of the Specifications. Except as expressly stated in this licence, 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 Specifications which might otherwise be implied into, or incorporated in, this licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 2.8 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.
- 2.9 Notwithstanding clause 2.8, 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 Specifications belong to and are under the exclusive ownership and control of Rightmove. You acknowledge that any and all Intellectual Property Rights in the

Specification 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 Real Time Data Feed other than the right to use them in accordance with the terms of this licence.

#### **4 LIMITATION OF LIABILITY**

- 4.1 You acknowledge that the Specification has not been developed to meet Your individual requirements and that it is therefore Your responsibility to ensure that the Specification 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 whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the licence for:
  - 4.3.1 direct or indirect loss of profits, sales, business, or revenue;
  - 4.3.2 direct or indirect business interruption;
  - 4.3.3 direct or indirect loss of anticipated savings;
  - 4.3.4 direct or indirect loss or corruption of data or information;
  - 4.3.5 direct or indirect loss of business opportunity, goodwill or reputation; or
  - 4.3.6 any indirect or consequential loss or damage.
- 4.4 Subject to clause 4.5, 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 licence 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 licence 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 licence sets out the full extent of Our obligations and liabilities in respect of the supply of the Specifications. Except as expressly stated in this licence, 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 Specifications which might otherwise be implied into, or incorporated in, this licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **5 TERM AND TERMINATION**

- 5.1 This licence shall commence on the date that You download the Specifications and continue until the date it is terminated under this clause 5.
- 5.2 We may terminate this licence immediately if You commit a material or persistent breach of this licence which You fail to remedy (if remediable) within 14 days after the service on You of written notice requiring You to do so.
- 5.3 This licence will terminate automatically upon You destroying the Specification within Your possession.
- 5.4 Upon termination for any reason:
- 5.4.1 all rights granted to You under this licence shall cease; and
  - 5.4.2 You must immediately destroy or return to Us (at Our option) 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.

## **6 GENERAL CONTRACT TERMS**

- 6.1 We may update or amend this licence and/or any requirements from time to time. You will be notified by email of the amendments at least 14 days prior to the change taking effect. Your continued use of the Specification and/or connection to the Real Time Data Feed shall constitute Your acceptance to the terms of this licence, as varied. If You do not wish to accept the terms of the licence (as varied) You must stop using the Specification and Real Time Data Feed prior to the change taking effect.
- 6.2 We may transfer Our rights and obligations under this licence to another organisation, but this will not affect Your rights or Our obligations under this licence. You may only transfer Your rights or Your obligations under this licence to another person if We agree in writing.

- 6.3 This licence 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 licence 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 licence or any document expressly referred to in it.
- 6.4 If We fail to insist that You perform any of Your obligations under this licence, 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.
- 6.5 Each of the clauses of this licence operates 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.
- 6.6 This licence, 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 non-exclusive jurisdiction of the courts of England and Wales.