

## Cookie and Privacy Policy

This cookie and privacy policy applies to all types of users.

**PROPRLI LTD** respects your privacy and is committed to protecting your personal data. This cookie and privacy policy will inform you as to how we look after your personal data when you visit our site (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

Please also use the Glossary to understand the meaning of some of the terms used in this cookie and privacy policy.

1. Important information and who we are
2. The data we collect about you
3. How is your personal data collected
4. How we use your personal data
5. Disclosures of your personal data
6. Data security
7. Data retention
8. Cookies
9. Where we store your personal information
10. Your legal rights
11. Glossary

### 1. Important information and who we are

#### **Purpose of this cookie and privacy policy**

This cookie and privacy policy aims to give you information on how we collect and process your personal data through your use of this website, including any data you may provide through this website when you access our site, create a user account or purchase a service.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this cookie and privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This cookie and privacy policy supplements other notices and privacy policies and is not intended to override them.

## **Controller**

PROPRLI LTD, a company incorporated in England and Wales with company number 11381611, having its registered office at 85 Great Portland Street, First Floor, London, England, W1W 7LT is the controller and responsible for your personal data (the "Company", "we", "us" or "our" in this cookie and privacy policy).

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this cookie and privacy policy. If you have any questions about this cookie and privacy policy, including any requests to exercise your legal rights, please contact the data privacy manager using the details set out below.

## **Contact details**

If you have any questions about this cookie and privacy policy or our privacy practices, please contact our data privacy manager in the following ways:

**Name: Coen Geesing**

**Email address: [c.geesing@propri.com](mailto:c.geesing@propri.com)**

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

## **Changes to the privacy policy and your duty to inform us of changes**

We keep our privacy policy under regular review.

This version of the privacy and cookie policy was last updated on 20th April 2023.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## **Third-party links**

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our site, we encourage you to read the privacy policy of every website you visit.

## **2. The data we collect about you**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- “Identity Data” includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- “Contact Data” includes billing address, delivery address, email address and telephone numbers.
- “Financial Data” includes bank account and payment card details.
- “Transaction Data” includes details about payments to and from you and other details of services you have purchased from us.
- “Technical Data” includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- “Profile Data” includes your username and password, purchases or orders made by you, your interests, preferences.
- “Usage Data” includes information about how you use our site and services.
- “Marketing and Communications Data” includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share “Aggregated Data” such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this cookie and privacy policy.

We do not collect any “Special Categories of Personal Data” about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

### **If you fail to provide personal data**

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

### **3. How is your personal data collected?**

We use different methods to collect data from and about you including through:

# PROPRI

- Direct interactions. You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - apply for our services;
  - create an account on our site;
  - subscribe to our service or publications;
  - request marketing to be sent to you; or
  - give us feedback or contact us.
- Automated technologies or interactions. As you interact with our site, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our cookie policy for further details.
- We use Hotjar in order to better understand our users' needs and to optimize this service and experience. Hotjar is a technology service that helps us better understand our users' experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don't like, etc.) and this enables us to build and maintain our service with user feedback. Hotjar uses cookies and other technologies to collect data on our users' behaviour and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website. Hotjar stores this information on our behalf in a pseudonymized user profile. Hotjar is contractually forbidden to sell any of the data collected on our behalf. For further details, please see the 'about Hotjar' section of Hotjar's support site.
- Third parties or publicly available sources. We will receive personal data about you from various third parties and public sources as set out below:
- Technical Data from the following parties:
  - analytics providers such as Google based outside the EU;
  - advertising networks such as Google and LinkedIn based outside the EU; and
  - search information providers such as Google based outside the EU.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Paypal and Stripe based outside the EU.
- Identity and Contact Data from data brokers or aggregators such as Zoominfo and Discoverorg based outside the EU.
- Identity and Contact Data from publicly available sources such as Companies House based inside the EU.

#### **4. How we use your personal data**

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

# PROPRI

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

## Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

| Purpose/Activity   | Type of data  | Lawful basis for processing including basis of legitimate interest  |
|--|---|---|
| To register you as a new site user   | (a) Identity<br>(b) Contact   | Performance of a contract with you  |
| To process and deliver our services  | (a) Identity<br>(b) Contact<br>(c) Financial<br>(d) Transaction<br>(e) Marketing and Communications | (a) Performance of a contract with you<br>(b) Necessary for our legitimate interests  |
| To manage our relationship with you which will include:<br><br>(a) notifying you about changes to our terms or privacy policy<br>(b) asking you to leave a review or take a survey | (a) Identity<br>(b) Contact<br>(c) Profile<br>(d) Marketing and Communications                      | (a) Performance of a contract with you<br>(b) Necessary to comply with a legal obligation<br>(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our services) |
| To administer and protect our business and this  | (a) Identity<br>(b) Contact   | (a) Necessary for our legitimate interests (for   |

|  |  |   |
|--|--|---|
| website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)                      | (c) Technical  | running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)<br>(b) Necessary to comply with a legal obligation |
| To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you | (a) Identity<br>(b) Contact<br>(c) Profile<br>(d) Usage<br>(e) Marketing and Communications<br>(f) Technical | Necessary for our legitimate interests (to study how customers use our services, to develop them, to grow our business and to inform our marketing strategy)  |
| To use data analytics to improve our site, services, marketing, customer relationships and experiences                                       | (a) Technical<br>(b) Usage   | Necessary for our legitimate interests (to define types of customers for our services, to keep our site updated and relevant, to develop our business and to inform our marketing strategy)   |
| To make suggestions and recommendations to you about goods or services that may be of interest to you  | (a) Identity<br>(b) Contact<br>(c) Technical<br>(d) Usage<br>(e) Profile<br>(f) Marketing and Communications | Necessary for our legitimate interests (to develop our services and grow our business)  |

## Marketing

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which services and offers may be relevant for you.

You will receive marketing communications from us if you have requested information from us or purchased services from us and, in each case, you have not opted-out of receiving marketing communication.

## Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased services from us and you have not opted out of receiving that marketing.

### **Third-party marketing**

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

### **Opting out**

You can ask us or third parties to stop sending you marketing messages at any time by logging into the site and checking or unchecking relevant boxes to adjust your marketing preferences.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a service purchase, warranty registration, product/service experience or other transactions.

### **Change of purpose**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us at [legal@propri.com](mailto:legal@propri.com).

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **5. Disclosures of your personal data**

We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may share your information with selected third parties including:

- business partners, suppliers and sub-contractors for the performance of any contract we enter into with you;
- advertisers and advertising networks that require the data to select and serve relevant adverts to you and others; or
- analytics and search engine providers that assist us in the improvement and optimisation of our site.

We may disclose your personal information to third parties:

- in the event that we sell or buy any business or assets, in which case we may disclose your personal information to the prospective seller or buyer of such business or assets.
- if all or substantially all of our assets are acquired by a third party, in which case personal information held by it about its customers will be one of the transferred assets.
- if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our terms set out herein; or terms of business use for the Service Providers; or terms of business for the clients; or to protect our rights, property, safety or of our customers, or others.

## **6. Data security**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## **7. Data retention**

How long will you use my personal data for?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

In some circumstances you can ask us to delete your data by contacting [legal@proprli.com](mailto:legal@proprli.com).



In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

## **8. Cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

Overall, cookies help us provide you with a better site, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can set your browser to refuse all or some browser cookies, or to alert you when sites set or access cookies. If you disable or refuse cookies, please note that some parts of this site may become inaccessible or not function properly.

All Cookies used by and on the Site are used in accordance with the Data Protection Legislation. We may use some or all of the following types of Cookie:

- **Strictly Necessary Cookies**

A Cookie falls into this category if it is essential to the operation of the site, supporting functions such as logging in, your shopping basket, and payment transactions.

- **Analytics Cookies**

It is important for us to understand how you use the site, for example, how efficiently you are able to navigate around it, and what features you use. Analytics Cookies enable us to gather this information, helping us to improve the site and your experience of it.

- **Functionality Cookies**

Functionality Cookies enable us to provide additional functions to you on the site such as personalisation and remembering your saved preferences. Some functionality Cookies may also be strictly necessary Cookies, but not all necessarily fall into that category.

- **Targeting Cookies**

It is important for us to know when and how often you visit the site, and which parts of it you have used (including which pages you have visited and which links you have visited). As with analytics Cookies, this information helps us to better understand you and, in turn, to make the site and advertising more relevant to your interests.

- **Third Party Cookies**

Third party Cookies are not placed by us; instead, they are placed by third parties that provide services to us and/or to you. Third party Cookies may be used by advertising services to serve up tailored advertising to you on the site, or by third parties providing analytics services to us (these Cookies will work in the same way as analytics Cookies described above).

- **Persistent Cookies**

Any of the above types of Cookie may be a persistent Cookie. Persistent Cookies are those which remain on your computer or device for a predetermined period and are activated each time you visit the site.

- **Session Cookies**

Any of the above types of Cookie may be a session Cookie. Session Cookies are temporary and only remain on your computer or device from the point at which you visit the site until you close your browser. Session Cookies are deleted when you close your browser.

We may use the following Cookies:

| Name of Cookie     | Purpose & Type   | Strictly Necessary |
|--------------------|--|--------------------|
| _ga                | Used to distinguish users  | Yes                |
| _gid               | Used to distinguish users  | No                 |
| _gat               | Used to throttle request rate. If Google Analytics is deployed via Google Tag Manager, this cookie will be named dc_gtm  | Yes                |
| AMP_TOKEN          | Contains a token that can be used to retrieve a Client ID from AMP Client ID service. Other possible values indicate opt-out, inflight request or an error retrieving a Client ID from AMP Client ID service | Yes                |
| _gac_<property-id> | Contains campaign related information for the user. If you have linked your Google Analytics and Google Ads accounts, Google Ads website conversion tags will read this cookie unless you opt-out            | Yes                |
| __utma             | Used to distinguish users and sessions. The cookie is created when the javascript library executes and no existing __utma cookies exist. The cookie is updated every time data is                            | Yes                |

|        |  |     |
|--------|--|-----|
|        | sent to Google Analytics   |     |
| __utmt | Used to throttle request rate.   | Yes |
| __utmb | Used to determine new sessions/visits. The cookie is created when the javascript library executes and no existing __utmb cookies exists. The cookie is updated every time data is sent to Google Analytics   | Yes |
| __utmc | Not used in ga.js. Set for interoperability with urchin.js. Historically, this cookie operated in conjunction with the __utmb cookie to determine whether the user was in a new session/visit  | Yes |
| __utmz | Stores the traffic source or campaign that explains how the user reached your site. The cookie is created when the javascript library executes and is updated every time data is sent to Google Analytics  | Yes |
| __utmv | Used to store visitor-level custom variable data. This cookie is created when a developer uses the _setCustomVar method with a visitor level custom variable. This cookie was also used for the deprecated _setVar method. The cookie is updated every time data is sent to Google Analytics | Yes |

## 9. Where we store your personal information

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Such staff may be engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal information, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this cookie and privacy policy.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access and will ensure that any third party receiving your personal data adopts such appropriate measures necessary to safeguard your personal data.

Whenever we transfer your personal information out of the EEA, we ensure a similar degree of protection is afforded to it. We will only transfer your personal information to countries that have been deemed to provide an adequate level of protection for personal information by the European Commission.

## **Amazon Cloud**

We use Amazon Cloud for the purpose of storing personal data. Amazon Cloud servers may be located in the US or anywhere else in the world.

Amazon is responsible for security of its Cloud Server. Amazon implements security measures that we will implement and operate. At all times we remain responsible for security of the personal data stored in the Cloud Server.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. For further details, see European Commission: EU-US Privacy Shield [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/eu-us-privacy-shield\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/eu-us-privacy-shield_en). Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

## **10. Your legal rights**

Under certain circumstances, you have rights under the relevant data protection laws in relation to your personal information.

- **right to rectification**

If your personal information is incorrect or incomplete in any way, you may notify a person dealing with your matter and where inaccurate or incomplete, we will correct it without delay.

- **right of access**

- you may request a confirmation from us that we are processing your personal information;
- access your personal information held by us and request a copy (unless providing a copy adversely affects the rights and freedoms of others);
- obtain certain information about how we process your personal information, categories of personal information processed, recipients or categories of recipients who receive personal information from us; and
- how long we store your personal information for and the criteria we use to determine retention periods.
- right to be informed
- how your personal information is being process;
- how long it will be stored for;
- the legal basis for processing;
- recipients (or categories of recipients) of your personal information; and
- whether personal information must be provided under statute or for another reason and the consequences of not providing the personal information to ensure the fair and transparent processing of your personal information.
- right to restrict processing under certain circumstances
- if you contest the accuracy of your personal information, we may restrict its processing, until we can verify its accuracy;
- if the processing is unlawful;
- if we no longer need to process your personal information, unless we still need your personal information for the establishment, exercise, or defence of legal claims; and
- if you object to processing that relies on public interest or our (or third party's) legitimate interest as the lawful processing ground.
- right to data portability
- right to receive from us a copy of your personal information in commonly used and machine-readable format and store it for further use on a private devise; and
- right to transmit personal information to another third party; or have your personal information transmitted directly from one third party to another where technically possible.
- right not to be subject of automated processing
- right not to be subject to automated decision-making, including profiling, which has legal or other significant effects on you. This does not apply when the automated decision is necessary for entering into or performing a contract with you; or it is authorised by EU or member

state law applicable to us if the law requires suitable measures to safeguard your rights and freedoms and legitimate interests; or based on your explicit consent.

- **the right to object to processing**

you may object to direct marketing, including profiling related to direct marketing. We will stop processing your personal information once notified by you, except if we can demonstrate a compelling legitimate ground for processing the personal information that overrides your request; or processing is necessary to exercise or defend legal claims.

If you wish to exercise any of the rights set out above, please contact [legal@propri.com](mailto:legal@propri.com).

### **No fee usually required**

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

### **What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

### **Time limit to respond**

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## **11. Glossary**

**“Comply with a legal obligation”** means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

**“Clients”** means the clients of the Company from time to time accessing and browsing the site from time to time, whether pursuant to a registration or not.

**“Legitimate Interest”** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are

otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us at [legal@proprli.com](mailto:legal@proprli.com).

**“Performance of Contract”** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**“Service Provider”** means any real estate service provider who accesses and browses the site, whether pursuant to registration or not in the course of business for the purposes of providing real estate services to the Clients.

**“External third parties”** means:

- service providers acting as processors based in the United Kingdom who provide real estate services;
- cloud service providers essential for our business;
- professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the United Kingdom who provide consultancy, banking, legal, insurance and accounting services; and
- HM Revenue & Customs, acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Descriptions and illustrations. Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- We reserve the right to temporarily discontinue or modify the Services or any part of our site where necessary in our sole discretion for the purposes of making modifications to the design, specifications, network connectivity or method of operation of our site. You acknowledge that our site is subject to limitations, delays and other technical issues which are inherent in the use of third-party networks or communications facilities including the internet.
- Changes to specification. We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such event.

## **Default**

Any failure by you to provide the Services in accordance with the terms of the Contract can only relieve you from your obligations under the Contract with effect from the date when you notify us in writing and in reasonable detail of your failure, its effect and anticipated effect on the relevant Services.

## Your services

- Services to be provided by you. You undertake to use your reasonable endeavours to:
  - communicate with each End-client regarding the Services;
  - communicate to us a fee proposal for the Services to be provided to each End-client in writing;
  - supply, at your own expense, us and the End-client with such information as we, or the End-client may require;
  - promptly notify us of any proposed changes to the relevant Services;
  - generally make yourself and your representatives available for the purpose of consultation and advice relating to the Services;
  - not do anything which may harm our or End-client's reputation;
  - promptly inform us in writing of any material problems which may preclude you from providing the Services; and
  - promptly provide us with the information necessary to enable us to provide our services to the End-clients.

## Your obligations

- It is your responsibility to ensure that:
  - you co-operate with us in all matters relating to the Services and comply with our instructions;
  - provide the Services with the highest level of care, skill and diligence in accordance with best practice in your industry;
  - observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the End-client's premises from time to time and that have been communicated to you from time to time;
  - hold any End-client's materials, if any, at your own risk and maintain the End-client's materials in good condition until returned to the End-client;
  - take care of any of the End-client's equipment, provided by the End-client, if any;
  - you provide us with such information and materials we may reasonably require in order for you to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
  - you, at your own expense, comply with all applicable laws, including health and safety laws.
- Time is of the essence in relation to any performance dates. If you fail to meet any the relevant deadlines, then (without prejudice to our right to terminate the Contract and any other rights we might have), we may:
  - suspend your user profile;
  - remove you from our database;



- engage different service providers from our database for the provision of the relevant Services; and
- hold you accountable for any loss and additional costs incurred.
- If our ability to perform our services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 1 (“Your Default”):
  - we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under clause 19 (Termination);
  - we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
  - it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- In relation to your personnel, you shall:
  - ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable you to fulfil your obligations under the Contract;
  - promptly inform us of the absence (or the anticipated absence) of any of the key personnel required for the provision of the relevant Services, and if so required by the End-client, provide a suitably qualified replacement for such individual; and
  - use your best endeavours not to make any changes to the key personnel without the prior written approval of the End-client.
- By creating a user account on our site, you will be able to communicate with the End-clients. You are solely responsible for the content of any proposals made by you and agreed to by the End-client.

## **Charges and payment**

- You shall pay a success fee in respect of a Project undertaken for an End-Client (the “Success Fee”), which shall be equal to a percentage of the total contract value of a Project calculated as follows:
- subject to clause 8.2 below, an amount equal to 3% of the total contract value shall be payable for an End-client’s Project.
- In the event that the Success Fee is:
  - lower than €500, an amount of €500 shall be payable;
  - higher than €30,000, an amount of €30,000 shall be payable.
- You shall pay the Success Fee in accordance with this clause 8.
- You shall immediately notify us:
  - once you have been instructed by the End-client; and
  - of the total contract value in relation to each Project,

following which we shall raise and issue an invoice to you for the relevant Success Fee.

- You shall pay each invoice submitted by us:
  - within 30 days of the date of the invoice; and
  - in full and in cleared funds to a bank account nominated in writing by the us in such invoice,

and time for payment shall be of the essence of the Contract.

- If we have not received payment within 30 days after the due date, and without prejudice to any other rights and remedies:
  - we may, disable your password, account and access to all or part of our site and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain outstanding; and
  - interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of our bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.
- All amounts and fees stated or referred to in the Contract:
  - shall be payable in such currency as may be stated in each relevant invoice;
  - are, subject to clause 1, non-cancellable and non-refundable; and
  - are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.
- We reserve the right to increase the Success Fees, and/or any fees and shall notify you prior to any such increase on giving you reasonable notice.
- You undertake to promptly notify us of any and all arrangements with the End-clients in respect of each Project and of any arrangement affecting the total contract value.
- You acknowledge that we may make enquiries with any End-client to ensure that you are complying with your obligations under this Contract.
- We also reserve the right to charge you additional fees for the use of our site at any time. If we decide to start charging you additional fees we will notify you in advance on reasonable notice.

## **Complaints**

If a problem arises or you are dissatisfied with our service please contact [legal@propri.com](mailto:legal@propri.com) and we will respond to your email as soon as we can.

## **Intellectual property rights**

- All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you and the End-clients) will be owned by us.
- We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free and irrevocable licence during the term of the Contract to copy the deliverables specified in your order (excluding materials provided you) for the purpose of

receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 2.

- You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

## **How we may use your personal information**

- We will use any personal information you provide to us to assist with the provision of the Services.
- Further details of how we will process personal information are set out in our Privacy and Cookie Policy.

## **Insurance**

- In order to engage with the End-clients and provide the Services, you must maintain in force, with a reputable insurance company, professional indemnity insurance as may be necessary under any applicable laws in any jurisdiction.
- In addition to the obligation set out in clause 12.1, you must, at all times, comply with all laws and policies in all relevant jurisdictions as may vary from time to time.

## **Limitation of liability**

- Nothing in the Contract limits or excludes our liability for:
  - death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation; or
  - any other liability which cannot be limited or excluded by applicable law.
- Subject to clause 1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss.
- If there is a dispute between you and the End-client, you must address your concerns directly to the End-client. In the event of a dispute with an End-client, by using our site you release us from any and all claims, demands of every kind arising out or in connection with such disputes.
- In the event that any limitation or exclusion of liability in these Service Provider Terms is not enforceable, then we shall not be liable to you for more than £100 in aggregate in respect of matters arising out of any use of our site.
- You are responsible for ensuring that you are legally entitled to use our site to engage with the End-clients. You may only use our site with a genuine intention to engage with the End-clients and perform the relevant Services.
- We do not create back-up copies of data shared by you. You acknowledge and agree that we shall not be liable to you for the following matters:

- the inputting and maintenance of your data and its security and integrity; and
  - the taking of back-ups of your data.
- Except as expressly stated in these Service Provider Terms, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Service Provider Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- Nothing in these Service Provider Terms limits or affects the exclusions and limitations set out in our Website Terms of Use.
- We do not assume any responsibility for the accuracy or reliability of any information or requests from the End-clients. We are not responsible for the conduct, whether online or offline, of an End-client or any other user on our site.
- Each of the provisions in this clause 13 shall be construed separately and independently of others.
- If you are dissatisfied with our site or our services, your only remedy shall be to discontinue using our site.
- This clause 13 will survive termination of the Contract.

## **Warranties and indemnity**

- You warrant and represent that:
  - you have obtained all approvals and consents required for the provision of your Services;
  - the Services otherwise comply with all applicable laws and regulations;
  - the provision of the Services shall not infringe the rights, including any intellectual property rights, of any third party.
- You hereby indemnify us in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by us as a result of or in connection with any claim brought against us, our agents, subcontractors or consultants for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with the Services.

## **Confidentiality**

- Subject to clause 15.3, we each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person, other than to the End-client and any other relevant person necessary for the provision of the Services, any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 2.
- We each may disclose the other's confidential information:

- to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 15;
- to the End-clients for the purposes of providing the Services; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- We reserve the right to anonymise all data in connection with the Services and use it for the purposes, including but not limited to: marketing, advertising and providing estimates to any existing and future End-clients.
- Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## **Anti-bribery**

- For the purposes of this clause 16 the expressions “adequate procedures” and “associated with” shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- You shall comply with applicable Bribery Laws, including ensuring that it you have in place adequate procedures to prevent bribery, and use all reasonable endeavours to ensure that:
  - all of that party's personnel;
  - all others associated with that party; and
  - all of that party's subcontractors,

involved in performing services for or on behalf of that party under this Contract comply the anti-bribery laws.

- Without limitation to clause 2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 16.

## **Data protection**

- For the purposes of this clause “Data Protection Legislation” means the Data Protection Act 2018 and any other applicable data protection laws in force from time to time.
- Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- You acknowledge that for the purposes of the Data Protection Legislation, we are the controller and you are the processor of personal data relating to the

End-clients. (“controller”, “processor” “process” and “personal data” have their respective meanings set out in the Data Protection Legislation).

- We will ensure that all necessary consents are in place to enable the transfer of personal data of each of the End-clients to enable you to provide the Services.
- In relation to each End-client’s data you shall:
  - process personal data only on our written instructions, unless you are required to do so by any applicable law to otherwise process that personal data;
  - promptly notify us before performing the processing required by any applicable laws unless those applicable laws prohibit you from so notifying us;
  - ensure that you have in place appropriate technical and organisational measures, reviewed and approved by us to protect against unlawful and unauthorised processing and against accidental loss, destruction, or damage to the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (included but not limited to pseudonymisation and encryption);
  - ensure that all personnel who have access to and/or process personal data are obliged to keep personal data confidential;
  - not to transfer any personal data outside the European Economic Area unless the prior written consent of the End-client is sought and the following conditions have been fulfilled:
    - there are appropriate safeguards in relation to the transfer;
    - the End-client has enforceable rights and effective legal remedies; and
    - there is an adequate level of protection available to any personal data that is transferred.
  - notify us of any actual or potential data breach; and
  - indemnify the End-client against any loss or damage suffered by the End-client in relation to any breach by you of any of your obligations under this clause 17.

## **Conflict**

If there is an inconsistency between any of the provisions in these Service Provider Terms and the Service Form, the provisions in the Service Form shall prevail.

## **Termination**

- Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:
  - you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 calendar days of you being notified in writing to do so;

# PROPRI

- you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## **Events outside our control**

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (“Event Outside Our Control”).
- If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
  - we will contact you as soon as reasonably possible to notify you; and
  - our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by performing the Services up to the date of the occurrence of the Event Outside Our Control.

## **Non-solicitation**

You must not attempt to procure services that are competitive with our services whether as an employee or on a freelance basis, during the period that we are providing the services to you and for a period of twelve months following termination of the Contract.

## **Communications between us**

- When we refer to “in writing” in these Service Provider Terms, this includes email.

# PROPRI

- Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.
- A notice or other communication is deemed to have been received:
  - if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - if sent by email, at 9.00 am the next working day after transmission.
- In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## General

- Assignment and transfer.
  - We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
  - You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- If we do not insist that you perform any of your obligations under the Contract, 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 or that you do not have to comply with those obligations. If we waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- Each paragraph of these Service Provider Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- No partnership or agency. Your status contemplated by these Service Provider Terms will be that of independent contractor and nothing in these Service Provider Terms is intended to, or shall be deemed to, establish any partnership or constitute any party the agent of another party and nothing in these Service Provider Terms shall render you an employee, worker, agent or partner of Propri Ltd and you shall not hold yourself out as such.
- Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.
- Governing law and jurisdiction. The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.