

Website Terms of Use

These terms apply to all types of users.

1. WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website <https://proppli.com> ("our site").

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<https://proppli.com> is a site operated by PROPRLI LTD ("We"). We are a private limited company registered in England and Wales under company number 11381611 and have our registered office at 85 Great Portland Street, First Floor, London, England, W1W 7LT.

To contact us, please email legal@proppli.com.

By using our site, you confirm that:

- you are 18 or over; and
- you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

2. There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Cookie & Privacy Policy, which sets out information about the data we collect and the use of cookies on our site.
- If you are a service provider, our Service Provider Terms will apply to you.
- If you are a client, our Client Terms will apply to you.

3. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply to you at that time.

These terms were most recently updated on 20/4/2023.

4. We may make changes to our site

We work constantly to improve our services and develop new features to make our site better for you. We may need to update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities. We may need to update these terms from time to time to accurately reflect our services and practices. Please check these terms for updates.

5. We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

6. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at legal@propri.com.

7. How you may use material on our site

We (or our licensors, as may be applicable) are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms.

Nothing in these Terms grants you any legal rights in our site other than as necessary to enable you to access our site. You agree not to adjust, to try to circumvent or delete any notices contained on our site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded in our site.

You may print off copies, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our site is accurate, complete or up to date.

9. We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

10. User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on legal@proprli.com.

11. Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in the relevant terms and conditions: (i) for the service providers please see the Service Providers Terms; and (ii) for the clients please see the Clients Terms.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

12. How we may use your personal information

We will only use your personal information as set out in our Cookie & Privacy Policy.

13. Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in these terms.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in Rights you are giving us to use material you upload.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in these terms.

You are solely responsible for securing and backing up your content.

14. Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- if you are a client user: licence to use your content for the purposes of providing services to you; and
- if you are a service provider user: licence to use your content for the purposes of connecting you with potential clients and for the purposes of providing our services to the clients.

15. We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our

site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

16. Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact legal@propri.com.

17. Content standards

These content standards apply to any and all material which you contribute to our site ("Contribution"), and to any interactive services associated with it.

The following content standards apply to all Contributions ("Content Standards"):

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions); or
- comply with the law applicable in England and Wales and in any country from which it is posted.
- A Contribution must not:
 - be defamatory of any person;
 - be obscene, offensive, hateful or inflammatory; or
 - promote sexually explicit material;
 - promote violence;
 - promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;

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- be likely to deceive any person.
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- contain any advertising or promote any services or web links to other sites.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the Content Standards.

18. Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You shall not, whether directly or indirectly:

- modify, make alterations, additions or amendments to our site;

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- use any spider, robot, site search/retrieval application, or other automated or manual software, device, process or any other means to access, retrieve, harvest, scrape, or index any portion of our site;
- take any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large burden on our or our third party providers' infrastructure or technology, or otherwise make excessive traffic demands on our site;
- interfere or attempt to interfere with the operation of our site;
- reverse engineer, decipher, disassemble, decompile or otherwise attempt to derive any source code or any underlying intellectual property, ideas or algorithms embedded in our site;
- modify, translate, or otherwise create derivative works of any part of our site;
- utilize any information, content or data you view on and/or obtain from by virtue of using our site to provide any service that is competitive with ours;
- undertake any actions which may damage our goodwill;
- attempt to override, interfere with, disable, bypass, circumvent or damage any security feature of our site or any other measures we may use to prevent or restrict access to our site;
- run any form of auto-responder or "spam" on our site;
- attempt to gain unauthorized access to restricted parts of our site or any user profiles through hacking, password mining or any other means; or
- take any other action which may be in breach of these Terms.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms;
- not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

Using our site in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

19. Interactive services

We may from time to time provide interactive services on our site.

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our

site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

20. Breach of these terms

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any Contribution uploaded by you to our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

21. Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.