

Website, Data, Software and/or Services Terms & Conditions

Last updated on April 12, 2023.

1. Property Market Intel Registration

Property Market Intel offers to individuals and/or companies (hereinafter referred to as "Customer" or "Customers") who want to preview a sample data set in the Property Market Intel software before they subscribe to it partial access to the market summary page and other limited features and data. Upon review and approval by Property Market Intel personnel, access to software shall be granted to any Customer who has validly licensed access according to the terms herein. We do require that in good faith you provide accurate contact information. We do not allow anonymous free trials, including those from temporary email addresses. We suspend all Accounts not following these requirements and obligations of this Agreement.

2. Subscription and Data License Grant

(a) Subject to Customer paying all fees and following the terms and conditions enumerated in this Agreement and the applicable sales quote [if applicable] (hereinafter referenced as "Quotation"), Property Market Intel hereby grants to Customer and/or user, and Customer and/or user subscribes to and accepts, a limited and non-exclusive license to access and use the software and content via the Internet and during the term enumerated in the relevant Quotation/Agreement. This license and Agreement are non-transferable except with the prior, express written consent of Property Market Intel. Access and use of the software, data and other content shall be initially granted for Customer and/or user promptly after the effective date of any executed Quotation unless there is a statement of work pertaining to initial implementation, in which case initial activation shall occur

pursuant to that statement of work. For purposes of clarity and acknowledgement by Customer, acceptance of any Quotation provided by Property Market Intel and the terms enumerated therein, contractually binds Customer to the terms of this Agreement and the Quotation.

3. Ownership

(a) The Property Market Intel and associated products websites and all of its content as well as all software, content, methodologies, deliverables, and documentation and services are licensed, not sold to Customer and/or user. As between Customer and/or user and Property Market Intel, Property Market Intel shall be the sole and exclusive owner of all right, title and interest therein, including without limitation all copies thereof, all updates and other modifications thereto, and all intellectual property rights therein, whether suggested, created, made, or provided by Property Market Intel, Customer, or any other person. Customer, Customer's affiliates, and users shall not acquire any right, title, or interest, express or implied, in any software, content, methodologies, deliverables, or documentation, other than the limited license granted under the terms of this Agreement. To the extent that any of them has or does acquire any such right, title or interest, Customer, on behalf of itself and its affiliates and the users, shall assign and hereby assigns all such rights to Property Market Intel.

4. Payment Terms

(a) Property Market Intel may offer custom payment terms to a Customer spending more than £50,000 per year with us. For Accounts spending less, all fees are payable net thirty (30) days from the first day of the subscription license. Late payments may result in the temporary suspension of all users associated with an Account.

(b) Waiver of Right to Cancel. By placing your order, you acknowledge and agree that you are waiving your right to cancel and return your order within 14 days as provided by the EU rules on online and distance selling. You understand and accept that this waiver is a condition of your purchase and that you will not be entitled to a full refund if you change

your mind or are dissatisfied with the product or service you ordered. You further agree that this waiver is irrevocable and binding upon you and your successors and assigns.

5. Term and Renewal Term

(a) All Subscriptions are monthly or annual, pre-paid and automatically renewed unless a written cancellation notice is received 2 days before the renewal date.

(b) Renewal dates are based on the date of the first subscription purchased by the user.

6. Termination

Property Market Intel reserves the right to terminate any subscription for cause if it detects any inappropriate or unauthorized usage.

7. Customer Administrator

(a) One login is associated with the Customer administrator. The Customer administrator is the only user, other than Property Market Intel administrators at the request of the Customer, who can add new users, purchase upgrades and assign users.

8. Named Users and Passwords

(a) Customer shall license one (1) password per User. Only the User who is registered on a given User Password to access and use the Software. Customer shall require Users to take appropriate steps to secure their passwords and log-in credentials. Customer may reassign a validly licensed password to another User but may not share or otherwise allow two or more Users per password licensed.

9. Account Upgrading

(a) Upgraded Accounts require immediate payment. Once payment is processed, the user will have access to the upgraded features. Upgrade costs will be prorated until the next renewal date, and pro-rated credit is given for the remaining time on the existing (lower

cost) plan. The updated payment amount for each upgraded user will be shown in the applicable Quotation when an Account is upgraded.

10. Privacy

(a) Property Market Intel respects your privacy and understands the sensitive nature of your research. No information is collected that can identify a specific search string, specific research trend or information that may compromise a user's privacy. The terms of the Property Market Intel and associated products Websites Privacy Policy, found [\[here\]](#), are a part of and incorporated by reference into these Terms and Conditions.

11. Confidential Information

(a) "Confidential Information" means (a) information of either party or its suppliers that is heretofore or hereafter received or accessed by the other party in connection with this Agreement, that contains trade secrets or is otherwise confidential, and that is either identified as confidential when it is disclosed or within 30 days thereafter or should reasonably be understood by the Recipient to be confidential and (b) all software, content, methodologies, deliverables, documentation, Customer and/or user data, network data, and access thereto. "Recipient" means the party receiving information from the other party.

(b) Protection. The Recipient shall protect and keep confidential all Confidential Information received or accessed from the other party, including all copies thereof in Recipient's possession or control, and all passwords therefor, and shall do so with at least the same degree of care as Recipient protects its own Confidential Information of similar value, but with not less than reasonable care. The Recipient shall use such information only for the purposes of this Agreement and subject to its limitations and restrictions (which, as to the software, content, methodologies, deliverables, and documentation, include the licensing limitations and restrictions). Confidential Information may be disclosed by the Recipient only to its employees, subcontractors, and users, only on a need-to-know basis, and subject to a confidentiality agreement or obligation. The Recipient shall ensure that any person to which Recipient discloses any Confidential Information complies with the confidentiality, licensing limitations and restrictions, and other applicable requirements of this Agreement.

In no event may Customer and/or user disclose the software, content, methodologies, deliverables, or documentation, or any design or other technical information related thereto, to any competitor of Property Market Intel.

(c) Exceptions. A Recipient's obligations under this Section 15 shall not apply to any part of the Confidential Information that Recipient can document: (1) at the time of disclosure to it was generally known to the public or, after such disclosure, became generally known to the public other than by a breach of this Agreement by Recipient; (2) was already in the possession of the Recipient at the time of such disclosure, without an obligation of confidentiality; (3) was later received on a non-confidential basis by Recipient from a third party having the right to impart such information; or (4) is developed by an employee or agent of Recipient who did not have access to the Confidential Information. In addition, those same obligations shall not apply to any part of the Confidential Information that is required to be disclosed by Recipient as a matter of law or by order of a court, governmental agency, or arbitral tribunal of competent jurisdiction, or that is needed to be disclosed in connection with the prosecution or defense of a claim under this Agreement, provided (i) that Recipient provides the other party with reasonable advance notice of the disclosure and (ii) that Recipient takes reasonable and lawful actions requested by the other party and cooperates with the other party to avoid and/or minimize the extent of such disclosure.

15. Software Information Collection

(a) Property Market Intel collects information on system usage to help us better manage the software. All information collected is consistent with our Privacy Policy. For example and clarity, if a particular chart is run, we log that the chart was run, but not what was specifically charted. If a folder is created, we log that a folder was created, but not the name or the contents of the folder. We do not log information that identifies specific yours, specific keywords or specific search strings.

16. Disclaimer and Limitation of Liability:

(a) ALL INFORMATION AND/OR DATA RECEIVED AND/OR DERIVED FROM USE OF THIS WEBSITE, THE SOFTWARE AND/OR SERVICES RELATED THERETO IS PROVIDED AND OR CREATED "AS IS". NOTHING IN THIS AGREEMENT, THE SOFTWARE AND/OR SERVICES PROVIDED THEREIN, NOT IN FACT, CONSTITUTE LEGAL ADVICE IN ANYWAY OR IN ANY FORM AND CUSTOMER HEREBY DISCLAIMS AND WAIVES ANY RELIANCE WHATSOEVER UPON THE SAME.

(b) PROPERTY MARKET INTEL DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS RELATING TO THIS WEBSITE, THE Property Market Intel PRODUCTS, SOFTWARE, CONTENT, METHODOLOGIES, DELIVERABLES, DOCUMENTATION, AND/OR SERVICES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY, OR OTHER. PROPERTY MARKET INTEL DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY OF DATA AND ITS VALUATION, ACCURACY OF DATA, RELIANCE ON DATA, RELIANCE ON THIRD PARTY SUPPLIED DATA AND/OR FREEDOM FROM VIRUSES. PROPERTY MARKET INTEL DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS ARISING FROM CUSTOM OR TRADE USAGE, FROM COURSE OF DEALING OR PERFORMANCE, OR FROM PROMOTIONAL MATERIALS, PROPOSALS, OR OTHER DESCRIPTIVE LITERATURE. THE SOFTWARE IS NOT CUSTOM SOFTWARE AND PROPERTY MARKET INTEL DOES NOT PROMISE THAT THE SOFTWARE WILL MEET CUSTOMER'S AND/OR USER'S REQUIREMENTS. DUE TO THE INHERENT NATURE OF SOFTWARE, PROPERTY MARKET INTEL DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED.

(c) PROPERTY MARKET INTEL WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY CUSTOMER AND/OR ITS USERS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS WEBSITE, THE SOFTWARE AND/OR THIS AGREEMENT OR RELATED AGREEMENTS IN ANY WAY (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FROM LOSS OF USE, LOSS OF DATA, COST OF COVER, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF IP RIGHTS, AND, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FROM DEFECTS IN OR USE OF ANY SOFTWARE, USER REFERENCE GUIDES OR SERVICES OR FROM ANY INACCURATE, INCOMPLETE, OR OUT-OF-DATE ANALYTICS), UNDER ANY THEORY OF

LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT, OR BREACH OF STATUTORY DUTY), EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

(d) AT NO TIME SHALL THE CUMULATIVE LIABILITY OF PROPERTY MARKET INTEL FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY CUSTOMER AND/OR USER'S USE OF THIS WEBSITE AND/OR THE Property Market Intel SOFTWARE IN ANY WAY, UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO PROPERTY MARKET INTEL BY THE USER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE MOST RECENT CLAIM.

17. Misuse and Abuse of Data

(a) Access or scrapping of the Property Market Intel and associated products databases in an automated manner is not permitted absent written permission from Property Market Intel as part of an explicit scrapping Agreement. The Data from this site may not be directly or indirectly copied, disassembled, resold or redistributed in any manner. Property Market Intel reserves the right to take any and all action for violation of this agreement, including but not limited to, banning from the site, as well as any and all legal action afforded Property Market Intel in law or in equity.

(b) Property Market Intel reserves the right to ban users from this site, whether using automated means or not, if, in Property Market Intel's sole opinion, they are abusing the Property Market Intel data or database.

(c) All users of the Property Market Intel and associated products websites and software must comply fully with all applicable laws, statues, ordinances, rules and regulations, and agree not to use our web site or software to facilitate collusion or for any other conduct violating any applicable laws, statutes, rules and regulations.

18. Non-Solicitation

(a) Each party agrees for itself and its affiliates that, without the prior written consent of the other party, it shall at no time during the Term or for a period of six months after the end

of the Agreement thereafter solicit, make any offer to hire, hire, or enter into any employment, consulting, or other arrangement with, any individual engaged by the other party or its affiliates as an employee or consultant at any time during the term in which Customer and/or user uses Property Market Intel products or services.

19. Export Compliance

(a) Customer and/or user shall comply fully with all applicable export laws and regulations of the United States and any other relevant jurisdiction ("Export Laws") to assure that the Software, Content, Data Methodologies, Documentation, any Deliverables, and any direct product of them are not (a) exported or, directly or indirectly, in violation of the Export Laws or (b) used for any purpose prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Customer and/or user shall comply with any regulations or registration procedures required by applicable law to make this Agreement enforceable. The licenses granted to Customer and/or user are subject to Customer and/or user's compliance with this Section.

20. Official Language

(a) The official language of this Website and Agreement is English. All reports and written communications between the parties shall be in English.

21. Entire Agreement; Amendments

(a) This Agreement constitutes the entire, final, and complete agreement between the parties hereto relevant to the subject matter hereof. It supersedes and replaces all prior and contemporaneous agreements, promises, proposals, offers, understandings, representations, warranties, descriptions, promotional materials, and other communications whatsoever, whether written or oral, express or implied, relevant to the subject matter hereof, whether between the parties or their representatives or otherwise. Without limitation, the terms of this Agreement and the applicable Quotation shall supersede the terms of any Customer and/or user purchase order or other ordering document.

22. Waiver

(a) Any provision of this Agreement may be waived only by a written instrument that expressly grants the waiver and is signed by a duly authorized representative of the granting party. Unless otherwise expressly provided in the waiver, it shall operate only as to the single instance giving rise to the waiver

23. Severability

(a) If any provision in this Agreement shall be held by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and the offending provision shall remain in effect as far as possible in accordance with the intention of the parties. However, if the Agreement, as so reformed, substantially alters the basis of the bargain between the parties, it shall be deemed terminated.