

Mapwhizz Terms of Service

Definitions and Interpretations

The definitions and rules of interpretation in this clause apply in this Agreement.

“Account”: the Customer’s online account for accessing the Services, the functionality and access rights of which are determined by the Services purchased by the Customer, including any Pay-by-Report access and, if introduced in future, any selected Subscription Tier.

“Authorised Users”: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

“Controller” has the meaning given to it in applicable Data Protection Laws and, in general terms, means the person or organisation which determines the purposes and means of the processing of Personal Data.

“Customer”: the entity or individual purchasing or using the Services.

“Data”: any data inputted by into the Services by or on behalf of the Customer and any data generated by the Services, including Reports.

“Data Protection Laws” means all applicable laws relating to data protection, privacy, and electronic communications, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, as amended or replaced from time to time.

“Order Form”: means the order form, online checkout confirmation, proposal, statement of work, or other written document agreed between the parties which sets out the Services purchased by the Customer, applicable fees, and any agreed commercial or service-specific terms such as Subscription Tier, Pay-by-Report purchases, billing terms, Report limits, User limits, and any special terms.

“Payment Method”: a current, valid, accepted method of payment, as may be updated from time to time.

“Permitted Use”: the use of the Services, Data and Reports for the Customer's internal business purposes and, where the Customer is acting on behalf of its own clients or customers, for the purpose of generating Reports and sharing Data and Reports with those clients or customers in connection with property search, evaluation, and decision-making, in each case in accordance with this agreement.

“Report”: a downloadable or emailable document generated through the Services containing Data analysis based on the inputs, parameters and service level selected by the Customer.

“Pay by Report”: a pricing model under which the Customer purchases individual Reports on a per-report basis, without entering into a recurring Subscription Tier, and is granted access to the Services solely to the extent necessary to generate, access, download, and use those Reports in accordance with this Agreement.

“Personal Data” means any information relating to an identified or identifiable living individual.

“Processor” has the meaning given to it in applicable Data Protection Laws and, in general terms, means the person or organisation that processes Personal Data on behalf of a Controller.

“Services”: the services provided by the Supplier via its online platform, which enable Customers to generate Reports based on data inputs, as further detailed in Schedule 1 and any applicable Order Form.

“Subscription Tier”: the specific level of Service subscribed to by the Customer, which dictates the scope of available Data, features, number of Users, Report limits, and other functionalities. The details of each Subscription Tier are provided by the Supplier.

“Supplier”: Mapwhizz Limited, a company registered in England and Wales under company number: 16722012, with registered office at C/O MJB Avanti Epsilon House, West Road, Ipswich, Suffolk, England, IP3 9FJ.

“User”: an individual authorised by the Customer to access the Services under the Customer's Account, up to the maximum number permitted by the relevant Subscription Tier.

“User Account”: the Customer's account made available on the Supplier's website where the Supplier shall deliver the Services.

In this Agreement, any reference to:

statutory provision includes a reference to any modification or re-enactment of it from time to time.

(unless the context requires otherwise) the singular includes the plural and vice versa and the masculine includes the feminine and all other genders and vice versa.

Any words following the terms including and include or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

Where the “Customer” constitutes more than one legal person:

the liability of each such person shall be joint and several; and

any notice to be given to “the Customers” shall be effective if validly given to any such person and any notice to be given by or act to be undertaken by “the Customer” shall be effective if given or undertaken by any such person.

1. Providing Services

- 1.1 Subject to the Customer purchasing Services under an Order Form, Subscription Tier, or Pay-by-Report arrangement, and complying with this Agreement, the Supplier shall provide the Services in accordance with this Agreement and the applicable Order Form.

- 1.2 The features, data points, number of permissible Users, and Report generation limits are determined by the Customer's chosen Subscription Tier. The Customer acknowledges that access to certain Data and features is restricted based on the selected Subscription Tier.
- 1.3 Reports reflect data and conditions at the time they are generated and will not be updated unless the Customer purchases a new Report or the Supplier expressly makes updated reporting available as part of the Services.
- 1.4 Once the Customer has submitted the required data via the platform and their account / subscription is active, they will be able to generate Reports. The time required for report generation is typically near instantaneous but may vary depending on the complexity of the analysis.
- 1.5 The Supplier will do all that they reasonably can to provide the Services in accordance with these terms. However, they are not liable to the Customer for any losses they incur as a result of any delay caused by circumstances beyond their reasonable control (for example, issues with the web platform server or third-party data provider outages). The Supplier shall use reasonable endeavours to make the Services available, but does not warrant that the Services will be uninterrupted, error-free, or available at all times.
- 1.6 Where a delay is caused by circumstances beyond the Supplier's reasonable control, they will try to restart the Services as soon as the issue has been resolved. If the Services are unavailable for a continuous period of more than 48 hours, the Supplier will email the Customer to let them know and discuss appropriate remedies.
- 1.7 The Supplier is not liable to the Customer for any losses they incur where the Services are delayed or cannot be performed because the Customer fails to provide adequate instructions or information to allow the Supplier to perform the Services.
- 1.8 The Services and Reports are provided for general informational and analytical purposes only and do not constitute financial, legal, property, investment or other professional advice. The Customer acknowledges that any decisions made based on Services or any Report is made at its own risk and discretion. The Supplier gives no warranty that the Services or any Report are suitable for any specific purpose or intended outcome.
- 1.9 The Supplier grants the Customer a non-exclusive and personal license to access the Services and use the Data generated in accordance with the Permitted Use and the limitations of their User account and / or Subscription Tier.
- 1.10 The Supplier shall use commercially reasonable endeavours to make the Services available to the Customer through the User Account, save for planned maintenance carried out during the scheduled maintenance, where the Supplier shall reasonably notify the Customer in advance.
- 1.11 The provision of Services does not extend beyond the specified geographical limits, which may be updated from time to time

- 1.12 The Services may be updated, modified, or improved from time to time and may evolve in functionality.
- 1.13 The Supplier shall implement and maintain appropriate technical and organisational measures designed to protect Customer Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure.
- 1.14 Such measures shall be proportionate to the nature of the Services, the type of data processed, and the risks associated with processing.
- 1.15 The Supplier shall provide reasonable support in relation to use of the Services during normal business hours, excluding weekends and public holidays in England, unless otherwise specified in the applicable Subscription Tier or Order Form.
- 1.16 Support may be provided by email, chat, or such other channels as the Supplier makes available from time to time.

2. Customer Obligations

- 1.17 The Customer agrees to provide complete, accurate, and up-to-date data required for the provision of the Services. The Customer confirms that they have obtained all necessary consents to provide this data.
- 1.18 The Supplier is not liable for any errors, delays, or failures in the provision of the Services that result from the Customer's failure to provide accurate and complete data.
- 1.19 The Customer confirms that they are purchasing the Services for the purposes of its own business, including, where applicable, for the provision of Reports to its own clients or customers in accordance with the Permitted Use, and not for any other third-party commercial exploitation or resale.
- 1.20 The Customer agrees to not use the Services, Reports, or any Data (in whole or in part), nor any output, insight, or underlying methodology derived from them, to develop, train, benchmark, or otherwise support any competing product, service, or internal tool that replicates or seeks to replicate the functionality or commercial offering of the Services.
- 1.21 The Customer shall not use any automated system, software, or process (including bots, scrapers, or similar technologies) to access, extract, or analyse the Services or Data.
- 1.22 The Customer shall not access, store, distribute, or transmit any viruses, or any material during its use of the Services that:
 - a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;
 - b. facilitates illegal activity;
 - c. depicts sexually explicit images;
 - d. promotes unlawful violence;
 - e. is discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability;

- f. is otherwise illegal or causes damage or injury to any person or property; or
 - g. materially adversely affects the functionality of the Services, including the Platform.
- 1.23 Where the Customer breaches this clause 1.16 the Supplier reserves the right, without liability and without prejudice to its other rights to:
 - a. disable the Customer's access to the Services and/ or require the Customer to remove any such material referred to in this Customer Obligations section.; and
 - b. terminate this Agreement without notice to the Customer.
- 1.24 The Customer acknowledges and accepts that it must:
 - a. not sell, commercialise, licence, or otherwise distribute the Data or Reports generated from the Service;
 - b. only use the Data and Reports for the Permitted Use;
 - c. ensure that the number of active Users does not exceed the limit specified in their Subscription Tier;
 - d. adhere to any annual or other limits on the number of Reports that can be generated, as defined by their Subscription Tier;
 - e. not use the Service, its structure, or its architecture for the purpose of copying, decompiling, or otherwise attempting to build an alternative or competitive solution; and
 - f. notify the Supplier as soon as reasonably possible upon becoming aware of any unauthorised use of the Service or any issue, concern, or fault in the Data, including its accuracy and/or completeness.
- 1.25 The Supplier may, on reasonable notice and no more than once in any 12-month period (unless it has reasonable grounds to suspect a breach), audit the Customer's use of the Services to verify compliance with this Agreement.
- 1.26 The Customer shall reasonably cooperate with the Supplier's audit and provide access to conduct such an audit.
- 1.27 If any audit reveals that the Customer has underpaid fees or otherwise breached the terms of this Agreement, the Customer shall:
 - a. promptly pay any underpaid amounts; and
 - b. where such breach is material, reimburse the Supplier for the reasonable costs of conducting the audit.
- 1.28 The Customer shall indemnify and keep indemnified the Supplier against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) suffered or incurred by the Supplier arising out of or in connection with:
 - 1.29 any breach of this Agreement by the Customer or any Authorised User;
 - 1.30 any unlawful, unauthorised, or improper use of the Services, Data, or Reports by the Customer or any Authorised User; and
 - 1.31 any claim by a third party arising from the Customer's or any Authorised User's use of the Services, Data, or Reports otherwise than in accordance with this Agreement.

- 1.32 The Customer acknowledges that the Services The Customer acknowledges that the provision of the Services is subject to third-party data providers and suppliers outside the Supplier's reasonable control. While the Supplier will use reasonable endeavours to provide the Service, the Supplier shall not be liable for any delay or failure that is outside its reasonable control, nor will they be liable for any incorrect data or information provided by third-party data provider.
- 1.33 The Supplier does not warrant that any third-party data used in the Services is accurate, complete, current, or fit for any particular purpose. Such data may be subject to change, estimation methodologies, assumptions, and limitations outside the Supplier's control.
- 1.34 The Customer acknowledges and agrees that the Reports generated by the Supplier are based on the data provided by the Customer and third-party sources. While the Supplier uses reasonable efforts to ensure the accuracy and relevance of the information provided in the Reports, the Customer is solely responsible for verifying the information before relying on it to make property acquisition decisions. The Supplier shall not be liable for any losses or damages arising from the Customer's reliance on the Reports without conducting their own due diligence.

Authorised Users

In accessing the Services, including access to the User Account, the Customer is permitted to designate Authorised Users, subject to the following conditions:

the Customer shall ensure that only Authorised Users have access to the Services, and it acknowledges that it is responsible for the actions and/or omissions of its Authorised Users, including any other individuals who access the Services through the User Account or any other access provided by the Customer, whether such access is due to the Customer's actions and/or omissions;

the Customer shall promptly notify the Supplier if an individual ceases to be an Authorised User and take all necessary action to ensure that such individual is prevented from accessing the Services; and

the Customer agrees that any Authorised User is subject to the Terms, and the Supplier in its sole discretion reserves the right to terminate this Agreement in the event the terms in this clause are breached by an Authorised User or any other individual that accesses the Services.

Pay by Report

- 1.35 Where the Customer elects to use the Services on a Pay-by-Report basis, access to the Services shall be limited to the generation of a single Report (or such number of Reports as purchased) and shall not include any ongoing or subscription access to the Services except where expressly stated otherwise.

The Customer must pay the applicable fee for each Report in advance of generating such Report.

No Report will be generated, released, or made available to the Customer until full payment has been successfully received by the Supplier.

Upon receipt of payment and submission of the required input data, the Supplier shall use reasonable endeavours to generate the Report within a reasonable timeframe .

The Customer acknowledges that Report generation is dependent on the completeness and accuracy of the data submitted.

All Pay-by-Report purchases are final and non-refundable. Once a Report has been generated, or once the Customer has submitted data for the purposes of Report generation, the Customer shall not be entitled to any refund, credit, or cancellation, except where required by applicable law.

The Customer is solely responsible for ensuring that all data submitted for the purpose of generating a Report is accurate, complete, and suitable. The Supplier shall not be responsible for any errors in a Report arising from inaccurate or incomplete data provided by the Customer.

Upon payment, the Customer is granted a non-exclusive, non-transferable licence to use the Report in accordance with the Permitted Use and other terms of this agreement.

Access to previously generated Reports may be retained within the User Account, but no additional analysis, reprocessing, or updated outputs are included unless a new Report is purchased or the Supplier expressly makes such functionality available.

Each Pay-by-Report purchase relates to a single defined analysis and dataset. Any modification to inputs or parameters shall require the purchase of a new Report.

The Customer acknowledges that, by requesting the immediate generation of a Report, it expressly requests that performance of the Services begins immediately and acknowledge that any statutory right to cancel may be lost once performance has commenced, to the extent permitted by applicable law.

Subscription

When available, the Customer's subscription to the Services will continue until terminated OR need to be manually updated after the end of each subscription period.

Unless the Customer cancels their subscription before their billing date, they authorise the Supplier to charge the subscription fee for the next billing cycle to their Payment Method.

Billing and Cancellation

The subscription fee will be charged to the Customer's Payment Method on an annual basis. In some cases the payment date may change, for example if the Payment Method has not successfully settled, when the Customer change their subscription plan or if the paid subscription began on a day not contained in a given month.

APPLICABLE IF AUTOMATIC RENEWAL: [To use the Services the Customer must provide one or more Payment Methods. The Customer authorises the Supplier to charge any Payment Method associated to the Customer's account in case their primary Payment Method is declined or no longer available for payment of the subscription fee. The Customer remains responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and the Customer does not cancel their account, the Supplier may suspend access to the Services until they have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge certain fees, such as foreign transaction fees or other fees relating to the processing of the Payment Method. Local tax charges may vary depending on the Payment Method used. The Customer must check with their Payment Method service provider for details.]

APPLICABLE IF AUTOMATIC RENEWAL: [The Customer can update their Payment Methods. The Supplier may also update the Payment Methods using information provided by the payment service

providers. Following any update, the Supplier authorises us to continue to charge the applicable Payment Method(s).]

APPLICABLE IF AUTOMATIC RENEWAL: [The Supplier can cancel the Customer's subscription at any time, and the Customer will continue to have access to the Services through the end of the billing period. Payments are non-refundable and refunds or credits are not provided for any partial subscription periods or unused Services.]

APPLICABLE IF AUTOMATIC RENEWAL:[If the Customer cancels their subscription, their account will automatically close at the end of the current billing period.]

The Supplier may change the subscription plans and the price of the Subscription Tiers from time to time in the event of changes to the cost elements that affect the price of the Services. APPLICABLE IF AUTOMATIC RENEWAL: [The Supplier will notify the Customer at least one month before any price changes or changes to the subscription plan will become effective. If the Customer does not wish to accept the price change or change to the subscription plan, they can cancel their subscription before the change takes effect.]

Intellectual Property

All intellectual property rights in or arising out of or in connection with the Services, including any proprietary algorithms, software, and tools used on our platform, shall be owned by the Supplier.

The Supplier grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free license to use the results and reports generated by the Services for the Permitted Use. The Customer may not sublicense, assign, or otherwise transfer the rights granted in this clause.

Limitation of Liability

Subject to the below, the Supplier's liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total amount paid by the Customer to the Supplier for the Services in the 12 months preceding the event giving rise to the claim, or, where the Services are provided on a Pay-by-Report basis, the total amount paid for the relevant Report(s) giving rise to the claim.

The Supplier will not be liable to the Customer under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

- consequential, indirect or special losses; or
- any of the following (whether direct or indirect):
 - a. loss of profit;
 - b. loss of opportunity;
 - c. loss of savings, discount or rebate (whether actual or anticipated); or
 - d. harm to reputation or loss of goodwill.

Nothing in these terms will limit or exclude our liability for:

- death or personal injury caused by negligence;

- fraud or fraudulent misrepresentation; or
- any other losses which cannot be excluded or limited by law.

No Warranty

The Services are provided on an “as is” and “as available” basis.

To the fullest extent permitted by law, the Supplier makes no representations, warranties, or guarantees, whether express or implied, that:

- the Services will meet the Customer’s requirements;
- the Services will be uninterrupted, secure, or error-free;
- any Reports, Data, or outputs generated will be accurate, complete, reliable, or up to date;
- or
- the Services or outputs are fit for any particular purpose.
- The Customer acknowledges that the Services rely on third-party data sources and assumptions and that outputs may be subject to inherent limitations.

Access Suspension

The Supplier may suspend, restrict, or disable the Customer’s access to the Services (in whole or in part), without liability and with immediate effect, where the Supplier reasonably believes that:

- a. the Customer has breached any provision of this Agreement, including any restrictions relating to permitted use of the Services or Data;
- b. there has been unauthorised access to or use of the Services via the Customer’s User Account;
- c. the Customer has failed to pay any amount due under this Agreement by the due date;
- d. the Customer’s use of the Services poses a risk to the security, integrity, or availability of the Services or any third-party systems;
- e. the Customer is using the Services in a manner that may infringe the intellectual property rights of the Supplier or any third party; or
- f. suspension is required to comply with applicable law, regulation, or a request from a regulatory or governmental authority.

Suspension may include:

- disabling access to the User Account;
- restricting the ability to generate new Reports;
- limiting access to previously generated Reports; or
- suspending specific features or functionalities.

The Supplier shall use reasonable endeavours to limit the scope and duration of any suspension to what is necessary to address the relevant issue.

Where reasonably practicable, the Supplier shall notify the Customer of the suspension and the reasons for it. However, the Supplier shall not be required to provide prior notice where immediate suspension is necessary to protect the Services, other users, or comply with legal or regulatory obligations.

During any period of suspension:

- the Customer shall remain liable for all fees and charges due under this Agreement;
- the Customer shall not be entitled to any refund, credit, or compensation for any period of suspension; and
- the Supplier shall have no liability for any loss, damage, or disruption caused by the suspension.

Access Reinstatement Conditions

The Supplier shall reinstate the Customer's access to the Services as soon as reasonably practicable once the issue giving rise to the suspension has been resolved to the Supplier's reasonable satisfaction.

Reinstatement may be conditional upon the Customer:

- a. remedying the breach or issue that led to suspension;
- b. paying any outstanding fees in full;
- c. providing reasonable assurances or evidence that the breach will not recur;
- d. implementing any required security or compliance measures; and/or
- e. agreeing to any reasonable additional terms necessary to prevent further breaches.

Where the issue giving rise to suspension:

- is not remedied within a reasonable period; or
- is of a serious or repeated nature,

the Supplier reserves the right to terminate this Agreement in accordance with the Termination provisions.

The Supplier reserves the right to charge a reasonable reactivation fee where suspension arises due to non-payment or repeated breaches.

Where the Customer has been suspended and the issue giving rise to the suspension:

- a. is not remedied within 14 days of the Supplier notifying the Customer of the suspension;
- b. occurs repeatedly, whether or not each individual breach is remedied; or
- c. is, in the Supplier's reasonable opinion, serious enough to undermine the security, integrity, lawful operation, or commercial value of the Services,

the Supplier may treat the matter as a material breach of this Agreement and may terminate the Agreement immediately by giving written notice to the Customer.

For the avoidance of doubt, repeated non-payment, repeated unauthorised use, misuse of Reports or Data, attempted copying or reverse engineering of the Services, or use of the Services in breach of the Permitted Use may constitute a persistent or serious breach.

Termination

Either party may terminate this Agreement at any time by giving notice in writing to the other party if:

the other party commits a material breach of this Agreement and such breach is not remediable;

the other party commits a material breach of this Agreement which is not remedied within 14 days of receiving written notice of such breach;

the Customer has failed to pay any amount due under this Agreement on the due date; or

any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:

stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

becomes subject to a company voluntary arrangement under the Insolvency Act 1986;

becomes subject to a restructuring plan under Part 26A Companies Act 2006;

becomes subject to a scheme of arrangement under Part 26 Companies Act 2006;

has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

has a resolution passed for its winding up;

has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;

has a freezing order made against it;

is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

is subject to any events or circumstances analogous to those in clauses 1.2.1 to 1.2.12 in any jurisdiction.

The right of a party to terminate this Agreement pursuant to clause 7.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.

If a party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Agreement under this clause 7, it shall immediately notify the other party in writing.

Termination or expiry of this Agreement will not affect any accrued rights and liabilities of either party at any time up to the date of termination.

Following termination or expiry of this Agreement, the Supplier may retain Customer Data and Reports for such period as is reasonably necessary for legal, regulatory, tax, audit, security, backup, and legitimate business purposes, unless otherwise agreed in writing.

The Supplier may delete Customer Data and Reports after expiry of any applicable retention period.

The Customer may request deletion of Customer Data, subject to the Supplier's legal, regulatory, backup, and legitimate business retention requirements.

Data Protection

The Customer warrants that it has a lawful basis for processing and sharing any personal data with the Supplier and that it has provided all required notices to data subjects.

Any personal information that the Supplier provides will be dealt with in line with the Privacy Policy available here [insert link].

The parties acknowledge that, in respect of any personal data processed through the Services, the Customer shall be the controller and the Supplier shall act as processor, except where the Supplier processes personal data for its own legitimate business purposes, including account administration, billing, security, analytics, and service improvement, in which case the Supplier may act as an independent controller.

The Supplier shall process personal data only in accordance with this Agreement, the Privacy Policy, and applicable data protection laws.

Data Use, Analytics and Insights

The Supplier shall use the data provided by the Customer solely to the extent necessary to provide, operate, and maintain the Services in accordance with this Agreement and the Privacy Policy.

The Supplier may collect, process, and analyse data relating to the Customer's use of the Services, including input data, usage patterns, and generated outputs, provided that such data is aggregated and anonymised in such a manner that neither the Customer, any Authorised User, nor any individual can be identified, whether directly or indirectly, including, without limitation, data relating to travel patterns, location preferences, commuting behaviours, and platform usage trends.

The Supplier may use aggregated and anonymised data to:

- improve, develop, and enhance the Services;
- refine algorithms, models, and analytical methodologies;
- develop new features, functionality, and products; and
- monitor performance, reliability, and user experience.

The Supplier may use aggregated and anonymised data to create, publish, distribute, and otherwise commercialise:

- market analysis and industry reports;
- benchmarking data and comparative insights;
- statistical models and trend analysis; and
- other derived outputs and analytics,

provided always that such outputs do not identify the Customer, any Authorised User, or any individual.

All rights, title, and interest in any aggregated, anonymised, or otherwise derived data, analytics, insights, or outputs created by or on behalf of the Supplier shall vest solely in the Supplier.

The Supplier shall not disclose any personal data or Customer-identifiable information as part of any aggregated or derived outputs referred to in this clause.

The Customer acknowledges and agrees that it is responsible for ensuring that it has all necessary rights, consents, and lawful bases to provide any data (including personal data) to the Supplier for processing in connection with the Services.

Marketing and Publicity

The Supplier may use the Customer's name, trading name, and logo for the purpose of promoting the Services, including on the Supplier's website, marketing materials, presentations, proposals, and investor communications.

Such use shall be limited to identifying the Customer as a user of the Services and shall not include any endorsement, testimonial, or detailed case study without the Customer's prior written consent.

The Customer may request, at any time, that the Supplier ceases use of its name and/or logo for marketing purposes by providing written notice to the Supplier. The Supplier shall comply with such request within a reasonable period.

The Supplier shall ensure that any use of the Customer's name or logo:

- is accurate and not misleading;
- complies with any reasonable brand guidelines provided by the Customer; and
- does not harm the Customer's reputation.

The Supplier may develop case studies, testimonials, or detailed descriptions of the Customer's use of the Services only with the Customer's prior written consent.

Confidentiality

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except:

- a. to its employees, officers, representatives, contractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this Agreement, provided that such persons are subject to confidentiality obligations; or
- b. as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

Each party shall ensure that its employees, officers, representatives, contractors, and advisers comply with this clause.

This clause shall survive termination or expiry of this Agreement.

Force Majeure

The Supplier shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the Supplier shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the Customer may terminate this agreement by giving 14 days written notice.

Complaints

1.36. If the Customer has any concerns, feedback, or complaints about the Services, they can contact the Supplier by email at [insert email address] or by post at [insert postal address].

The Supplier aims to acknowledge all complaints within [X] business days and provide a full response within [X] business days where possible. If the Supplier needs more time to investigate, the Supplier will let the Customer know and keep them updated on the progress.

Conflicts

In the event of any conflict or inconsistency between the documents forming this Agreement, the following order of priority shall apply:

- a. any agreed Order Form or special terms;
- b. these Terms and Conditions;
- c. Schedule 1; and
- d. any other documents referred to in this Agreement.

Dispute Resolution

The parties shall use their reasonable endeavours to resolve any dispute arising out of or in connection with this Agreement. If the parties are unable to resolve any such dispute, either party may propose in writing that the matter be referred to a fully accredited mediator for assisted negotiation prior to the commencement of any litigation proceedings.

General terms

- 1.36 Unless expressly stated otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 1.37 The Customer cannot transfer their rights under these terms to anyone without the Supplier's prior written consent. The Supplier may transfer their rights under these terms to another business without consent, but they will notify the Customer of the transfer and make sure that their rights are not adversely affected as a result.
- 1.38 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 1.39 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

- 1.40 No variation of this Agreement shall be effective unless it is in writing and signed by the parties.
- 1.41 Both parties agree that these terms constitute the entire agreement between the parties. The parties acknowledge that they have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that there will be no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.
- 1.42 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 1.43 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered or sent by email to the address specified in this Agreement. This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 1.44 The Supplier may, from time to time, change these Terms of Use (i) in case of changes to the Supplier's Services, (ii) to ensure compliance with applicable laws and/or reflect changes in relevant laws and regulatory requirements, (iii) to make these Terms of Use clearer or easier to understand, (iv) if the Supplier intends to restructure or reorganise our business, and/or (v) for technological or security reasons. In case of material changes the Supplier will notify the Customer at least one month before such changes apply.

Governing law and jurisdiction

- 1.45 These terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. The parties both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

Schedule 1

List of Services:

The Services consist of the provision of travel-time, accessibility, and location analysis reports to support commercial property decision-making. Reports may identify indicative search areas, compare potential office locations, and, where applicable, include selected property, amenity, transport, and local area data. Reports are provided as decision-support tools only and do not constitute property advice, brokerage services, valuation advice, investment advice, or a recommendation to acquire, lease, or dispose of any property.

The process includes:

1. **Data Analysis:** We analyse the employee location data you provide to determine a commutable radius and identify geographic centres of employee density.
2. **Property Matching:** Our platform cross-references this geographical analysis with a database of available commercial properties, filtering for criteria such as size, type, and amenities.
3. **Report Generation:** We provide you with a detailed report listing a selection of premises that match your business's unique geographical and operational requirements. This report is intended to serve as a starting point for your property search.

The level of Services provided is determined by Subscription Tier in an upcoming service.