

## 1. INTRODUCTION

**1.1** PropertyPal.com Limited (company number NI603400) whose registered address is Unit 2D Jennymount Business Park, North Derby Street, Belfast, BT15 3HN (**PropertyPal, we, us** or our) provides certain website development services (**Development Services**), and web, email and domain hosting services (**Hosting Services**) (the **Hosting Services** and **Development Services** together the **Services**) to our customer or clients (the Client, you or your), which are marketed through [www.propertypal.com](http://www.propertypal.com) (the **Design Site**), from time to time.

**1.2** The Services are provided by PropertyPal to Client subject to:

- the commercial terms agreed between the parties from time to time in writing in relation to the Services (**Commercial Terms**);
- the terms set out herein (the **Hosting Terms**);
- our privacy policy (**Privacy Policy**) available at <https://www.propertypal.com/privacy>;
- our cookies policy (**Cookies Policy**) available at <https://www.propertypal.com/cookie-policy>; and
- any terms relevant to the Third Party Products provided by our third party licensors and suppliers, which are available on request,

in each case as may be amended from time to time (together, the **Agreement**).

Where we additionally or independently provide to you property listing features, content and applications (together, the **Listing Services**), through our website(s) at [www.propertypal.com](http://www.propertypal.com) and such other website as we may notify you about from time to time (together the **Sites**), then our general terms and conditions for estate agents and developers (**General Terms**) shall separately apply to the Agreement between us and the relevant Member (as defined in the General Terms).

**1.3** In the event of any conflict or inconsistency between any of the terms set out in clause 1.2, they shall take precedence in the order that they appear therein.

**1.4** Any proposal issued by us incorporating proposed commercial terms shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

## 2. DEFINITIONS AND INTERPRETATION

**2.1** The definitions in this clause 2 apply in these Hosting Terms. The rules of interpretation in this clause 2 shall apply throughout the Agreement.

**Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

**Agreement:** has the meaning given to it in clause 1.2.

**Client:** has the meaning given to it in clause 1.1.

**Client Information:** has the meaning given to it in clause 3.1.

**Commercial Terms:** has the meaning given to it in clause 1.2.

**Confidential Information:** has the meaning given to it in clause 15.1.

**Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company or other entity, and controls and controlled shall be construed accordingly.

**Cookies Policy:** has the meaning given to it in clause 1.2.

**Data Protection Legislation:** means, with respect to Personal Data relating to Data Subjects based in the UK, the General Data Protection Regulation (as defined in Section 3(10) (as supplemented by Section 205(4) of the UK Data Protection Act 2018) (**UK GDPR**), the UK Data Protection Act 2018, the UK Privacy Electronic Communications Regulations 2003 and any other relevant UK data protection or privacy legislation, and in respect of Data Subjects based in the Republic of Ireland or elsewhere in the European Economic Area, the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any other directly applicable European Union or Irish regulation relating to privacy or data protection.

**Data Subject:** has the meaning set out in Article 4(1) of the GDPR.

**Development Services:** has the meaning given to it in clause 1.1.

**Effective Date:** has the meaning given to it in clause 16.1.

**General Terms** has the meaning given to it in clause 1.2.

**Hosted Content:** has the meaning given to it in clause 6.1

**Hosted Site:** means the site which is hosted by PropertyPal for the Client and in respect of which PropertyPal may provide Development Services.

**Hosting Services:** has the meaning given to it in clause 1.1.

**Hosting Terms:** has the meaning given to it in clause 1.2.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Open-Source Software:** means any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (<http://www.opensource.org/docs/definition.php>), or anything similar.

**Personal Data:** has the meaning set out in Article 4(1) of the GDPR.

**Privacy Policy:** has the meaning given to it in clause 1.2.

**Project Plan:** means the project plan for the Development Services agreed in writing by PropertyPal, including as set out in the Commercial Terms.

**PropertyPal:** has the meaning given to it in clause 1.1.

**Services:** has the meaning given to it in clause 1.1.

**Site:** has the meaning given to it in clause 1.2.

**Third Party Costs:** has the meaning given to it in clause 10.6.

**Third Party Products:** any third-party software products, applications or features to be incorporated into the Hosted Site and/or the Site, including any relevant Open-Source Software.

**VAT:** has the meaning given to it in clause 10.6.

**Visitor:** a visitor to the Hosted Site and/or the Sites (as the context requires).

**2.2** Clause headings do not affect the interpretation of the Agreement.

**2.3** References to clauses are references to the clauses of these Hosting Terms. References to section are to section of the Hosting Terms attached at the Appendix.

**2.4** Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.

**2.5** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

**2.6** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

**2.7** Any words following the terms including, include, in particular, for example 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.

**2.8** References to content include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a visitor to that website.

**2.9** A reference to writing or written includes e-mail but excludes fax.

## 3. ELIGIBILITY

**3.1** In entering into the Agreement, the Client represents and warrants that:

- all information provided by it to us (**Client Information**) is at the date of its submission true and accurate in all material respects;
- it is not dealing as a consumer for the purposes of the

Consumer Rights Act 2015 or equivalent local legislation (as amended);  
c. if an individual, the Client is 18 years of age or older; and  
d. the Client's use or receipt of the Services will not violate any applicable law, regulation or code.

**3.2** PropertyPal reserves the right to take any steps at any time to satisfy itself that all or any of the Client Information is and remains true and accurate in all respects, and the Client shall provide all co-operation and assistance reasonably required by PropertyPal to so satisfy itself.

**3.3** PropertyPal reserves the right to terminate the Agreement and the provision of Hosting Services immediately (and without notice) if at any time:

- a. it is unable to satisfy itself that the Client Information is true and accurate in all respects; or
- b. the Client is in breach of any of the representations or warranties set out in clause 3.1.

#### **4. SERVICES**

**4.1** In consideration of the fees set out in the Commercial Terms, PropertyPal will provide the Services to the Client on and subject to the Agreement.

#### **DEVELOPMENT SERVICES**

**4.2** As part of the Development Services, PropertyPal shall design, develop and deliver the Hosted Site in accordance with the Project Plan.

**4.3** Once PropertyPal has completed the design and development of the Hosted Site in accordance with the Project Plan, PropertyPal shall run any agreed Acceptance Tests, to test compliance of the Hosted Site with the Project Plan, and shall afford the Client an opportunity to comment on any issues with the first build of any Hosted Site prior to the Acceptance Tests being completed.

**4.4** Acceptance of the Hosted Site shall occur when the Hosted Site has materially passed the Acceptance Tests, which shall be repeated until same occurs, as determined by PropertyPal in its reasonable discretion. PropertyPal shall notify the Client when the tests have been passed, acting reasonably. If the Client notifies PropertyPal that it considers that the Acceptance Tests have not been passed, the parties shall use all reasonable endeavours to resolve any outstanding issues, but if the parties cannot reach agreement within 4 (four) weeks of PropertyPal first notifying the Client that it considered the Acceptance Tests to have been successfully completed, the Acceptance Tests shall be deemed completed where, in PropertyPal's reasonable opinion, the Hosted Site conforms with the requirements of the Agreement, or any failure in conformance is attributable to a Non-Supplier Defect (as noted in clause 4.5 below) or otherwise under the circumstances set out in clause 4.6 below.

**4.5** If PropertyPal determines, in its reasonable discretion, that any failure to pass the Acceptance Tests, results from a defect which is caused by an act or omission of the Client, or by one of the Client's sub-contractors or agents for whom PropertyPal has no responsibility (**Non-Supplier Defect**) (including where such a defect means PropertyPal are unable to progress the Development Services) the Hosted Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect. PropertyPal may provide assistance reasonably requested by the Client, where reasonable possible, in remedying any Non-Supplier Defect by supplying additional services or products. The Client shall pay PropertyPal in full for any additional services and products that are required by Client and agreed to by PropertyPal at PropertyPal's then current fees and prices.

**4.6** Acceptance of the Hosted Site shall also be deemed to have taken place upon the occurrence of any of the following events: (a) the Client uses any part of the Hosted Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or (b) the Client unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of seven working days from the date on which PropertyPal is ready to commence running such Acceptance Tests or retests; or (c) acceptance is deemed to have taken place under clauses 4.4 or 4.5.

**4.7** For the avoidance of doubt, PropertyPal shall only provide the Development Services specifically set out in the Commercial Terms and Project Plan, and any other services shall be outside scope. For example, unless expressly scoped in the Commercial Terms or Project Plan, PropertyPal does not provide: (a) any domain name registration services (Customer must obtain and maintain its own domain names and provide any necessary details and logins to PropertyPal in a timely manner); (b) any web or mobile browser testing services (i.e. checking relevant web browsers for obvious bugs or errors), other than those browser testing Services specifically mentioned in the Commercial Terms or Project Plan which PropertyPal shall undertake; and (c) assisting the Customer developing or preparing any Hosted Content.

#### **HOSTING SERVICES**

**4.8** Upon acceptance of the Hosted Site, or in circumstances where PropertyPal is not providing Development Services, PropertyPal shall provide the Hosting Services and host the Hosted Site from the Server for at least the period specified in the Commercial Terms, in addition to any further period agreed between the parties in writing.

**4.9** PropertyPal shall use all reasonable endeavours to make the Hosting Services (where applicable) available 24 hours a day, 7 days a week, except for scheduled or unscheduled maintenance periods, and will perform the Development Services (where applicable) with reasonable skill and care.

**4.10** As part of the Hosting Services, PropertyPal will provide a reasonable level of support via email and telephone to the Client relating to any defect or issue with the Hosting Services themselves during PropertyPal's standard business hours and subject to fair usage restrictions and in accordance with any requirements for raising support tickets which PropertyPal may introduce from time to time. PropertyPal reserves the right to charge for any support work undertaken in excess of these requirements, including without limitation any work relating to the Client's own software or hardware through which the Hosting Services are accessed, or any support required in relation to Third Party Products.

#### **GENERAL SERVICES**

**4.11** The Agreement sets out the full extent of PropertyPal's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into the Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

**4.12** PropertyPal does not warrant that the use of the Services (where applicable) will be uninterrupted or error free nor that the Services (where applicable) will meet the Client's requirements.

**4.13** The Client acknowledges that PropertyPal's ability to provide the Services is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of the design specifications and any other information, materials or data provided by the Client. Accordingly, the Client shall provide PropertyPal with access to, and use of, all information, data and documentation reasonably required by PropertyPal for the performance by PropertyPal of its obligations under the Agreement.

**4.14** Any Third Party Products shall be supplied in accordance with the relevant licensor's standard terms which are available on request (**Third Party Licences**) and Client agrees to be bound to the relevant third parties by such licence terms and to ensure that its Affiliates are bound under similar obligations owed to the relevant third parties. Client agrees to indemnify and hold PropertyPal harmless against any loss of damage which it may suffer or incur as a result of Client's breach of such terms howsoever arising. PropertyPal may treat Client's breach of any Third-Party Licence as a breach of the Agreement.

**4.15** This Agreement shall not prevent PropertyPal from entering into any other arrangement or agreement (including, a similar agreement) with any other party.

**4.16** Any dates given or timeframes provided by PropertyPal in respect of the Services, including within the Commercial Terms, shall be

estimates only and shall not be of the essence.

## 5. CHANGE CONTROL

- 5.1 Client may, by giving written notice to PropertyPal at any time during the term of the Agreement, request a change to the scope of the Services (including any agreed Project Plan with respect to any Development Services).
- 5.2 Within a reasonable period following receipt of such notice, PropertyPal shall, at its standard rates then in force, prepare for Client a written estimate of any increase or decrease in the applicable fees, and of any effect that the requested change would have on any estimated timescales the parties have been working towards.
- 5.3 Within 7 days of receipt of the written estimate referred to in clause 5.2, Client shall inform PropertyPal in writing of whether or not Client wishes the requested change to be made. If the change is required, PropertyPal shall not make the requested change until the parties have agreed in writing (including by email) the terms on which such change will be serviced specifying, in particular, any changes to the applicable fees.

## 6. HOSTED CONTENT

- 6.1 The Client represents and warrants that it owns or has sufficient right, title and interest in and to all material, data and content incorporated on, stored on, featured on, or accessible via a Hosted Site (Hosted Content) (including emails) and has all legal rights necessary to submit and display same on the Hosted Site and made all necessary payments for same (save only to the extent that PropertyPal has specifically committed to providing these as part of the Services within the Commercial Terms), and shall maintain sufficient archives and back-ups from time to time of the Hosted Content. PropertyPal shall follow its own archiving procedures in respect of the Hosted Content. In the event of any loss or damage to the Hosted Content, the Client's sole and exclusive remedy shall be for PropertyPal to use reasonable endeavours to restore the lost or damaged Hosted Content from the latest back-up of such Hosted Content held by PropertyPal. PropertyPal shall not be responsible for any loss, destruction, alteration or disclosure of the Hosted Content caused by any third party.
- 6.2 Client shall be solely responsible for providing PropertyPal with all data, information or Materials (including any graphic design, photographs, copyright text or illustrations) required in order to provide the Services and develop any Hosted Site to the Project Plan.
- 6.3 PropertyPal reserves the right to remove or amend or restrict any content posted on the Hosted Site (including any Hosted Content) that breaches the terms of the Agreement from time to time at its sole discretion.
- 6.4 All Hosted Content must be provided to PropertyPal by the date(s) requested or required so as to permit PropertyPal to provide the Services.
- 6.5 Client acknowledges that PropertyPal shall make no effort to validate any data, information or Materials provided by Client for content, correctness or usability. Use of any materials provided by PropertyPal to Client is at Client's risk and PropertyPal is not liable for the accuracy or quality of information obtained.

## 7. UNACCEPTABLE CONTENT

- 7.1 The Client warrants and represents that any Hosted Content will not include the following items:
- First names, last names, telephone numbers, street addresses (other than the address of the property being advertised), email addresses or other contact details or information identifying private individuals (i.e. Personal Data relating to same), save where compliant with law;
  - any content that PropertyPal deems offensive;
  - any content promoting racism, terrorism, hatred or physical harm against any group or individual; any content which harasses or advocates harassment of another person;
  - any content containing nudity or violent, sexually explicit or otherwise objectionable subject matter;

- any content promoting information that is or could be construed as false or misleading or as promoting illegal activities or conduct that is objectionable, abusive, threatening, obscene, defamatory or libelous; or
- any content that promotes an illegal or unauthorised copy of another person's copyrighted work or otherwise infringes a third party's Intellectual Property Rights.

Despite the restriction set out in this clause 7.1, it is possible that content provided by other persons or entities to us for inclusion on the Site may contain such unacceptable material, products or services, and PropertyPal assumes no responsibility or liability to you in respect of such material, products or services.

## 8. PROHIBITED ACTIVITY

- 8.1 The following is a non-exhaustive list of the type of activity that is prohibited on Hosted Site and through your use of it. PropertyPal reserves the right to investigate and take appropriate action against any person or entity who, in the opinion of PropertyPal, violates this clause 8.1, including, without limitation, reporting such person or entity to law enforcement authorities. Prohibited activity includes, but is not limited to:
- incitement to racial hatred, incitement to terrorism, fraud, harassment, stalking, spamming, spimming, posting obscene material, pornography, drug dealing, sending of viruses or other harmful files, copyright infringement, trade mark infringement, breach of confidence or theft of trade secrets or any criminal activity, tortious act or civil wrong;
  - transmitting any chain letters or junk email to other users. It is also prohibited to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any other person or entity without the prior consent of that person or entity;
  - any automated use of the Hosted Site, such as using scripts to perform automated operations;
  - interfering with, creating an undue burden on, or disrupting the Hosted Site or Hosting Services or the networks or services connected to same, including by attempting to conduct any vulnerability testing on the Server or Hosted Site without PropertyPal's prior written consent;
  - attempting to impersonate another person or entity;
  - using the account, username or password of another Client at any time or disclosing your password to any third party or permitting any third party to access your account;
  - selling or otherwise transferring your profile;
  - using any information obtained from the Hosted Site or Hosting Services in order to harass, abuse, or harm another person or entity;
  - using the Hosted Site or Hosting Services in a manner inconsistent with any and all applicable laws, regulations and codes;
  - modifying, accessing or making available data stored on a computer device which you have accessed through our network, unless authorised by the owner of the data;
  - making available or uploading files that contain software or other material, data or information not owned or licensed to you or collecting information about others (e.g. names/ addresses) without their prior consent;
  - making available, uploading or distributing by any means any material or files that contain any viruses, bugs, corrupt data, "Trojan horses", "worms" or any other harmful software; and
  - falsifying the true ownership of software or other material or information contained in files made available via the Hosted Site.

## 9. THIRD PART CONDUCT

- 9.1 Client is responsible for violations of the Agreement by anyone using the Hosted Site or availing of Hosting Services we provide to Client with Client's permission or on an unauthorised basis as a result of Client's failure to use best security precautions to secure the Hosted Site and Hosting Services we provide to Client at the Client end. Client's use of the Hosting Services to assist another person in an activity that would violate the Agreement if performed by the Client is a violation of the Agreement.
- 9.2 Client must use best efforts to secure any device or network within your control against being used in breach of the applicable laws

against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. Our right to suspend or terminate Client's Service applies even if a breach is committed unintentionally or without Client's authorisation, including through a Trojan horse or virus.

## 10. PAYMENT – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

**10.1** In return for provision of the Services you agree to pay the fees set out in the Commercial Terms and to comply with the Agreement.

**10.2** The payment options available to Client are:

**Direct Debit** - these will be collected for any Hosting Services on the dates you have agreed with us in any Commercial Terms, or the 14th of each month by default. PropertyPal reserves the right to collect any overdue balances on your account via Direct Debit.

**Online Credit/Debit Card Payment** - your monthly invoice will contain a link to make an online payment via credit or debit card. This can be done at any time within the payment terms set out in the invoice.

**Cheque** - cheques should be made payable to "PropertyPal Limited" and must be received prior to the due date for payment set out in the invoice.

**Bank Transfer** - bank details are provided on our invoices and any bank transfer should reach our account prior to the due date for payment set out in the invoice.

The Client may not make payment to PropertyPal by any other means other than those detailed above without PropertyPal's prior authority provided to the Client in writing or electronic mail.

All invoices specifically raised by PropertyPal are payable within 14 days of the date of issue (or on the alternative date you have agreed with us in any Commercial Terms).

**10.3** If PropertyPal has not received payment within 30 days of the due date for payment, then, without prejudice to any other rights and remedies of PropertyPal: PropertyPal may, without liability to the Client, disable the Client's account and access to all or part of the Services, remove all or any of the Client's listings under the General Terms (where that Client is also a Member) and take down any Hosted Site until such time as the outstanding payment and any interest thereon is paid in full by the Client; and charge interest on any outstanding amounts, such interest to accrue on a daily basis on such due amounts at an annual rate equal to 14% over the then current base lending rate of Danske Bank A/S in Northern Ireland from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment (and continuing notwithstanding any termination or expiry of the Agreement), together with any legal fees, costs and disbursements it incurs to collect any unpaid invoices. Client expressly acknowledges that such interest, fees and costs are reasonable in light of the importance to PropertyPal of cash flow, and the staged nature of the Payment Terms.

**10.4** All amounts and fees stated or referred to in the Agreement shall be payable in pounds sterling or Euro (depending on the currency in which PropertyPal's invoices are denominated); are, non-cancellable and non-refundable.

**10.5** If an account is deemed to be operating outside PropertyPal's credit terms, we reserve the right to insist on future payments being made via Direct Debit for any Hosting Services.

**10.6** The fees set out in the Commercial Terms document published on the Site, or other Commercial Terms which PropertyPal may have negotiated separately with a Client in respect of the Hosting Services, shall be exclusive of value added tax or other applicable sales or consumption tax (VAT) (where chargeable) and any costs of Third Party Products included, featured on or relating to:

- a. the Hosted Site; and/or
- b. the Hosting Services for which PropertyPal has to pay third parties (the above together the **Third Party Costs**).

Any applicable VAT shall be added to invoices or deductions by PropertyPal at the applicable rate from time to time payable in respect of the fees for the Services, as well as any Third Party Costs, which shall be re-charged to the Client at cost plus reasonable administrative charges and mark-up (which may be specified in the Commercial Terms from time to time).

**10.7** Time for payment and performance of the Client's other obligations shall be of the essence of the Agreement.

**10.8** Each party shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the other has a valid court order requiring an amount equal to such deduction to be paid by the other to the first party. The party owing money agrees not to resist enforcement of any judgment, should the party owed money be granted a judgment in enforcement of any money debt.

**10.9** Any out-of-pocket expenses incurred by PropertyPal in the provision of the Services may be charged by PropertyPal on production of reasonable evidence of expenditure to Client. Such invoices shall typically be charged with PropertyPal's final invoice, but PropertyPal reserves the right to charge for any expenses it deems material (in its sole discretion) in advance of incurring same.

**10.10** If any delivery is delayed at the request of Client, or due to any Non-Supplier Defect, including Client's failure to provide materials or Hosted Content within the required timeframes to permit PropertyPal to provide the Services, including by any timeframes that were contemplated in the Commercial Terms, PropertyPal shall be entitled to (where applicable treating the Hosted Site as Accepted in accordance with clause 4.5 above) invoice Client for the full balance for the Services in accordance with the applicable payment terms notwithstanding such Non-Supplier Defects. Additionally, if PropertyPal can demonstrate that the delay has resulted in an increase in cost to PropertyPal of carrying out its obligations under the Agreement, PropertyPal may notify Client that it wishes to increase the applicable fees by an amount not exceeding any such demonstrable cost. PropertyPal may invoice Client for any additional monies that become payable in this way, within 30 days of showing the increase in costs.

## 11. WARRANTIES AND INDEMNITY

**11.1** Client is solely responsible for all Hosted Content and all liabilities and responsibilities arising in respect of same.

**11.2** Client warrants, represents and undertakes that:

- a. it holds the necessary rights to permit PropertyPal to host the Hosted Content on the Hosted Sites, and shall be responsible for obtaining and paying for any applicable licences and consents for such content to enable PropertyPal to do so. Client shall be responsible for any and all payments due to third parties as a result of such publications;
- b. none of the Hosted Content shall infringe the copyright or any other Intellectual Property Rights or proprietary rights of any third party or contain anything which is defamatory, offensive, obscene or misleading or which violates the privacy or data rights of any third party (including under the Data Protection Legislation). Client warrants, represents and undertakes that the use, reproduction, distribution or transmission of the Hosted Content will not cause PropertyPal to violate any statutory or regulatory duty or any Applicable Laws or any rights of any third parties, including but not limited to, such violations as infringement or misappropriation of any Intellectual Property Right, music, advertising, unfair competition, defamation, invasion of privacy, violation of any anti-discrimination law or regulation, or any right of any person or entity;
- c. none of the Hosted Content will constitute a "financial promotion" within the meaning of the Financial Services and Markets Act 2000, as amended, or that, if it does, it is permitted within that Act;
- d. it shall comply at all times with all applicable laws relevant to it and the services it provides, as well as all guidelines issued by PropertyPal from time to time and notified to the Client;
- e. it shall not do anything that may bring PropertyPal into disrepute;

- f. it shall be responsible for and ensure the accuracy and completeness of the Hosted Content;
- g. it shall not, in any of the Hosted Content, seek to advertise or promote any competitor of PropertyPal; and
- h. that it will comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), or any successor or similar legislation having the force of law in the UK and Ireland from time to time.

**11.3** Client shall indemnify and hold PropertyPal harmless against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities (including consequential losses and loss of profit and all reasonable legal costs and expenses) arising from any breach by the Client of the Agreement. This clause 11.3 shall continue in full force and effect notwithstanding any suspension, expiry or termination of the contractual relationship.

## **12. LIMITATION OF LIABILITY - YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

**12.1** Under no circumstances shall PropertyPal be liable for:

- a. any indirect, consequential, incidental, special, exemplary or punitive loss, damage, costs or expenses; or
- b. loss of profit; or
- c. loss of business; or
- d. loss of reputation; or
- e. depletion of goodwill; or
- f. loss of, damage to, or corruption of data,

even if such are foreseeable, and whether or not PropertyPal has been advised of the possibility of such losses, damages, costs or expenses.

**12.2** PropertyPal shall in no event be liable for any more than an amount equal to the total amount paid by you to PropertyPal in respect of any Services in respect of which the liability arose.

**12.3** PropertyPal makes no representations and hereby disclaims all warranties (express or implied) to the fullest extent permitted by law.

**12.4** PropertyPal shall have no liability for any failure or delay affecting production or transmission of the Hosted Site and any listing, or for otherwise failing to comply with its obligations under the Agreement, where such failure or delay results from any governmental action, third party act, fire, flood, storm, insurrection, power failure, riot, explosion, war or terrorist activity, embargo, strikes or other industrial action (whether legal or illegal), labour or material shortage, compliance with any law or governmental order, rule, regulation or direction, transportation interruption of any kind, work slowdown, transmitter or satellite degradation, failure of the internet or other technical facilities or any other interruption or failure or other condition beyond the reasonable control of PropertyPal.

**12.5** Nothing contained in the Agreement excludes or limits PropertyPal's liability for death or personal injury caused by PropertyPal's negligence or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited as a matter of relevant law.

**12.6** On occasion, PropertyPal may include templates policies or documents as part of the Hosted Sites (for editing and completion by Client). For the avoidance of doubt, PropertyPal does not provide legal advice and has not drafted any such policies or documents specifically for your business. It's your responsibility to ensure that any such policies are accurate, complete and up-to-date, including that they are revisited where Client changes its hosting services provider. Client is also responsible for contacting PropertyPal periodically to determine whether any of the cookies listed in any template cookies policy have changed – PropertyPal will not proactively notify Client of such changes. PropertyPal accepts no responsibility for your use of any template policy or document, and you use it entirely at your own risk. You should seek your own advice on any legal or other documents that are used in association with your Hosted Site or business.

## **13. DATA PROTECTION**

**13.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 13, **Applicable Laws** means (for so long as and to the extent that they apply to PropertyPal) the law of the European Union, the laws of either or both of the UK or the Republic of Ireland (as applicable); and **Domestic Law** means the relevant domestic data protection legislation applicable to the Personal Data in question.

**13.2** The parties acknowledge that for the purposes of the Data Protection Legislation, and in the context of any Personal Data hosted by PropertyPal on the Hosted Site as part of the Hosting Services, the Client is the data controller and PropertyPal is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Otherwise the parties agree that each shall act as a Data Controller in relation to any other Personal Data shared between them pursuant to the Agreement, which shall only be processed in the legitimate interests of the relevant Data Subjects for the purposes of administering and delivering the Agreement as between the parties.

**13.3** Without prejudice to the generality of clause 13.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to be hosted on the Hosted Site to PropertyPal for the duration and purposes of the Agreement.

**13.4** Without prejudice to the generality of clause 13.1, PropertyPal shall, in relation to any Personal Data processed in connection with the performance by PropertyPal of its obligations under the Agreement:

**13.4.1** process that Personal Data only on the written instructions of the Client unless PropertyPal is required by Applicable Laws to otherwise process that Personal Data (in such circumstances PropertyPal shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit PropertyPal from so notifying the Client);

**13.4.2** ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

**13.4.3** not transfer any Personal Data outside the UK or the European Economic Area (depending on the location of the relevant Data Subject to whom such Personal Data relates) unless the following conditions are fulfilled:

**13.4.3.1** the Client or PropertyPal has provided appropriate safeguards in relation to the transfer;

**13.4.3.2** the Data Subject has enforceable rights and effective legal remedies;

**13.4.3.3** PropertyPal complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

**13.4.3.4** PropertyPal complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

**13.4.4** assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, provided always that the Client shall remain ultimately responsible for discharging and responding to any subject access request;

**13.4.5** notify the Client without undue delay on becoming aware of a Personal Data breach;

**13.4.6** at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and

**13.4.7** maintain complete and accurate records and information to demonstrate its compliance with this clause 13.

**13.5** The Client consents to PropertyPal appointing the third-party processors of Personal Data set out in the Privacy Policy under the Agreement. PropertyPal confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Client and PropertyPal, PropertyPal shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 13.

**13.6** Where applicable, PropertyPal shall use reasonable efforts to ensure the accurate migration of any data but gives no warranties as to the completeness or accuracy of such migration. Client shall be responsible for checking the accuracy and completeness of the migrated data. If such data includes Personal Data, PropertyPal shall return all copies of such Personal Data to Client on completion of the data migration process.

## **14. INTELLECTUAL PROPERTY**

**14.1** All Intellectual Property Rights in the Site Software and any content of the Hosted Site provided by PropertyPal, but excluding the Hosted Content and any content provided by the Client, arising in connection with the Hosting Services and Hosted Site shall be the property of PropertyPal, and PropertyPal hereby grants the Client a non-exclusive, non-transferable and personal licence of and to such Intellectual Property Rights for the purpose of operating the Hosted Site for the term of the Agreement.

**14.2** PropertyPal may include the statement "Designed and/or Powered by [NAME OF SUPPLIER]" on the home page of the Hosted Site.

**14.3** You shall grant PropertyPal a non-exclusive, royalty-free, perpetual licence to copy, reproduce, display, publish, adapt and otherwise use the information and content received by PropertyPal from you for any purpose.

**14.4** In connection with your receipt or use of the Services and Hosting Services, you may not post, modify, distribute or reproduce any Intellectual Property Rights or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights.

## **15. CONFIDENTIAL INFORMATION**

**15.1** PropertyPal and the Client agree that any information obtained about the other, or its business, finances, technology or affairs which is not in the public domain (other than by breach of the Agreement or other unauthorised disclosure by any person), and which would be regarded by a reasonable business person as confidential and/or which is expressly marked or designated as such by the disclosing party shall be regarded as the **Confidential Information** of that party.

**15.2** In relation to Client's Confidential Information: (a) PropertyPal shall treat as confidential all Confidential Information of Client supplied under the Agreement comprised in the Hosted Content. PropertyPal shall not divulge any such Confidential Information to any person, except to its own employees and then only to those employees who need to know it for the Permitted Purposes. PropertyPal shall ensure that its employees are aware of, and comply with, this clause; and (b) PropertyPal may provide any subcontractor with such of Client's Confidential Information as it needs to know for the Permitted Purposes, provided that such subcontractor has first entered into a written obligation of confidentiality owed to PropertyPal (which PropertyPal shall ensure is adhered to).

**15.3** In relation to PropertyPal's Confidential Information: (a) Client shall treat as confidential all Confidential Information of PropertyPal contained or embodied in the software or documentation underlying the Services, or otherwise supplied to Client during the performance of the Agreement; (b) Client shall not, without the prior written consent of PropertyPal, divulge any part of PropertyPal's Confidential Information to any person other than: (i) Client's Representative; and (ii) other employees of Client or any of its Affiliates who need to know it for the Permitted Purposes; and (c) Client undertakes to ensure

that the persons mentioned in clause 15.3 are made aware, before the disclosure of any part of PropertyPal's Confidential Information, that the same is confidential and that they owe a duty of confidence to Client in terms similar to clause 15.3 (which Client shall ensure is adhered to).

**15.4** The restrictions imposed by clauses 15.2 and clause 15.3 shall not apply to the disclosure of any Confidential Information which: (a) is now in or hereafter comes into the public domain otherwise than as a result of a breach of those clauses; (b) before any negotiations or discussions leading to the Agreement was already known by the receiving party (or, in the case of Client, any of its Affiliates) and was obtained or acquired in circumstances under which the receiving party was (or, in the case of Client, Client and its Affiliates were) not bound by any form of confidentiality obligation; (c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary); or (d) is disclosed by PropertyPal when hosting the Hosted Site, on the basis that such information is intended to be made available by design.

**15.5** Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

**15.6** Nothing in the Agreement shall prevent either party from using any tools, knowledge of which is contained in the unaided memory of such party's personnel developed or disclosed under the Agreement, provided that in doing so such party does not breach its obligations of confidentiality under this clause 15 or breach any Intellectual Property Rights of the other party. An individual's memory is only "unaided" with respect to any information if the individual has not retained a copy of the information and has not intentionally memorised that information other than is required to perform the Services.

**15.7** The provisions of clause 15.2 notwithstanding, PropertyPal reserves the right to publicise the fact of this Agreement, the identity of Client, any Client testimonials, and details concerning the nature of the Software, Services and Works provided for, inter alia, marketing and promotional purposes.

**15.8** Client shall have all due regard to PropertyPal's commercial standing and reputation, and not do anything (by act or omission) which may or might bring the standing or reputation of PropertyPal into disrepute, attract adverse publicity to PropertyPal or harm Client confidence in the Contractor, including making any defamatory, misleading or untrue comments about PropertyPal to any third parties.

## **16. TERM & TERMINATION**

**16.1** The Agreement shall be formed once the Commercial Terms are signed or otherwise agreed between the parties or you otherwise take steps to confirm your acceptance (expressly or impliedly) of any Commercial Terms issued by us, including emailing to confirm acceptance or making any payment to us (the **Effective Date**). Any aspects of the Agreement related to the Hosting Services shall commence on the date agreed in any Commercial Terms applicable to such Hosting Services (the **Hosting Date**).

**16.2** The Agreement shall continue unless and until terminated in accordance with its terms, or until PropertyPal has delivered the Hosting Services for the duration agreed between the parties, at which point it shall automatically expire.

**16.3** Without affecting any other right or remedy available to it, either party may terminate the Agreement (and the provision of Services and/or Hosting Services (as applicable)) with immediate effect by giving written notice to the other party if: the other party fails to pay any amount due under the Agreement within 14 days of the due date for payment; or the other party commits a material breach of any

other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so; or the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement (on the basis set out in the Listing Guidelines, specifically the traffic light policy therein); or the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or, being a company, is deemed unable to pay its debts within the meaning of Article 103 of the UK Insolvency (Northern Ireland) Order 1989 and/or Section 540 of the Irish Companies Act 2014, or the other party (being an individual) is deemed by PropertyPal as either unable to pay its debts or as having no reasonable prospect of so doing, or the other party (being a partnership) has any partner to whom any of the foregoing apply; or the other party (being an individual) is the subject of a bankruptcy petition, application or order; or the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction; or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding-up of that other party other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction; or an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; or the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 16.3; or the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**16.4** Notwithstanding the above, PropertyPal shall be entitled to terminate the Agreement at any time on 30 days' notice to the Client.

**16.5** On expiry or termination of the Agreement for any reason, any fees due to PropertyPal from the Client shall become immediately payable, any other provision of the Agreement notwithstanding.

**16.6** On expiry or termination of the Agreement, all provisions of the Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

**16.7** Where PropertyPal ceases to provide Hosting Services we were previously engaged to provide we shall, subject to payment of any outstanding charges, fulfilment of any other outstanding obligations to PropertyPal by the Client, return any specific Hosted Content held by PropertyPal to the Client or delete it, at the Client's cost. PropertyPal shall provide such assistance as is reasonably requested by the Client in transferring the domain names for the Hosted Site, and any email database to the Client or another service provider, subject to the payment of PropertyPal's then prevailing rates fees and expenses which will be notified to the Client in advance.

## **17. GENERAL**

**17.1** The Client may not assign, transfer or dispose of the benefit or burden of the Agreement without the prior written consent of PropertyPal. PropertyPal reserves the right to assign the benefit of the Agreement by giving prior written notice of any assignment to the Client.

**17.2** PropertyPal's failure to exercise or enforce any right or provision of the Agreement will not be deemed to be a waiver of such right or provision.

**17.3** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or part), the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in that provision, and the other provisions of the Agreement will remain in full force and effect.

**17.4** No party other than PropertyPal or the Client shall have any rights to enforce any provision of the Agreement.

**17.5** Any variation to the Agreement and any representation about its subject matter shall have no effect unless expressly agreed in writing and signed by our authorized representative on our behalf. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of PropertyPal which is not set out in the Agreement. Nothing in this clause shall exclude or limit PropertyPal's liability for fraudulent misrepresentation.

**17.6** PropertyPal reserves the right to alter or amend any terms comprising the Agreement by giving the Client 14 (fourteen) days' prior notice by email and by displaying the notice on the Site in the "Terms and Conditions" section. If the Client does not want to accept any new conditions it must inform PropertyPal immediately by emailing [help@propertypal.com](mailto:help@propertypal.com) otherwise the Client will be deemed to have accepted such new conditions. The Client should note that if it is unable to accept any new conditions then PropertyPal may no longer be able to provide the Services to it.

## **18. CHOICE OF LAW & JURISDICTION**

The Agreement shall be governed by and interpreted in accordance with the laws of Northern Ireland and you irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement.

## ANNEX - FURTHER HOSTING SERVICES TERMS

Clauses 19 and 20 below apply only where PropertyPal provides Hosting Services to a Client based within the UK. Otherwise PropertyPal does not offer .ie domain name purchasing or registration services as part of the Hosting Services.

### 19. .UK DOMAIN NAMES

**19.1** PropertyPal are a Nominet Registrar and our .uk (e.g .co.uk) domains are registered with Nominet.

**19.2** When we register a domain for you, we register the domain in your name as the Registrant, as per industry rules. As a registrant, you should also be aware of Nominet's Terms & Conditions of Domain Name Registration. Under these terms, one key requirement is that you inform us of any change of name, address or contact details, so that we can change the registrant details for the domain. If you wish to report such changes, please contact us.

### 20. DOMAIN NAME SERVICES

**20.1** When we manage a domain name for you, we supply the following services:

- 20.1.1** Domain name purchase, or transfer from another registrar;
- 20.1.2** Domain name renewal (typically on a yearly basis);
- 20.1.3** Set-up, and ensuring continuity of service, for nameserver and DNS configuration; and
- 20.1.4** Changes to registrant details as we become aware of any.

**20.2** We do not charge for inbound or outbound transfers of .uk domains.

**20.3** When purchasing or renewing a domain, we incur direct charges from our supplier, Nominet. Our charges cover this and the domain name services that we provide (listed above).

**20.4** We typically purchase, and renew, domain names for 1 year at a time. Our charge is £15 per year per domain. Any changes to our prices will be published in these Terms and made aware to clients in advance.

**20.5** Client's domain names are renewed automatically to ensure that there is no downtime to their domain related services (e.g. website and email). If a client does not wish to renew their domain and to be charged for the extra year, then please contact us in advance of the renewal date.

### 21. RELATED SERVICES

We also offer website and email services for use with a domain. Prices are quoted for these on an individual basis.

### 22. FAIR USAGE

The Client should note that there may be storage limits associated with Hosting Services, which are generally subject to fair usage limits. PropertyPal reserves the right to charge for additional storage or overage fees at the rates specified by PropertyPal from time to time (including through PropertyPal's Site or hosting portal). PropertyPal may impose new, or may modify existing, storage limits for Hosting Services at any time in its discretion, giving notice to Client (including through PropertyPal's Site or hosting portal).

### 23. SERVICE LEVEL COMMITMENT

#### 23.1 Written Communication

Upon receipt of communication by e-mail or letter, we will endeavour to deal with your enquiry within 48 hours of receipt. All enquiries will be acknowledged within 72 hours. If a resolution to your enquiry cannot be provided within that time, you will at that point be given an expected resolution timeframe.

#### 23.2 By Phone

If the issue or query is urgent, we will endeavour to direct your call to the appropriate area immediately. If it is a non-urgent technical query, your details may be taken and a ticket input on your behalf to our helpdesk. Any submitted tickets will be dealt with as per written communication service level commitments.

#### 23.2 Resolution

We are committed to dealing with all enquiries as efficiently as possible, however, some queries require consultation with 3rd party providers. Should we be unable to provide you with a full response to your query within 5 days, we will provide you with a full written explanation as to the steps already undertaken and expected time frames for resolution.

### 24. OUR CODE OF PRACTICE FOR COMPLAINT HANDLING

PropertyPal.com is committed to providing high quality competitive services to all our clients. If, however, you feel our service falls below the standards expected, we would like you to let us know. Our Code of Practice provides you with the necessary information to make a complaint and details on how you can expect a complaint to be dealt with.

#### 24.1 HOW TO CONTACT US WITH A COMPLAINT

If you would like to register a complaint, you can contact us in one of the following ways:

**Email** - You can send us your complaint by e-mail to [help@propertypal.com](mailto:help@propertypal.com)

**By phone** - You can contact us directly on: 028 90 999 999 - 9.00 am - 5.00 pm (Mon - Fri)

A Customer Care Representative will advise you of his / her name, issue you with a unique reference number and acknowledge your complaint on the phone. Our aim is to resolve the complaint to your complete satisfaction. The Customer Care Representative will resolve your complaint as quickly as possible, preferably during your phone call. If this is not possible we will inform you of the length of time we expect it to take to investigate and resolve the complaint.

**By letter** - If you prefer to put the complaint in writing, you can send it to the following address:  
PropertyPal.com Unit 2D,  
Jennymount Business Park  
North Derby Street  
Belfast  
BT15 3HN

#### 24.2 WHAT HAPPENS ONCE WE RECEIVE YOUR COMPLAINT?

We will acknowledge all complaints received by letter or e-mail within two working days of receiving the complaint. We will inform you of the length of time we expect it to take to investigate and resolve the complaint.

#### 24.3 RESOLUTION TIMEFRAMES

It is our aim to resolve all complaints received in a speedy, fair and efficient manner. Where possible we will resolve your complaint at the first point of contact.

When we receive your complaint we will categorise it into one of the following main categories, with associated timeframes for resolution:

**Billing** - We will respond within 5 working days of receiving the complaint. If PropertyPal investigate and deem that any charges on a bill are incorrect we will credit the charge to the next months account. If a customer is no longer a subscriber to our site a payment will be arranged before the end of the next billing period.

**Service Degradation** - We will respond immediately outlining the investigation procedure and the resolution timeframes envisaged.

**Other** - We will respond within 10 working days of receiving the complaint.

Depending on the individual complaint it may not be possible to resolve every complaint within these timeframes. If we are unable to



resolve your complaint within the timeframes, we will keep you regularly informed throughout the process and inform you of the length of time we expect it to take to investigate and resolve.

We will notify you of the resolution of each complaint and retain records of your complaint for a period of not less than one year.

#### **24.4 ESCALATION PROCEDURES**

If Client is not happy with the way in which your complaint is handled initially, you can ask to have the matter escalated to a Manager in the appropriate area. The Manager will provide you with a revised resolution timeframe. They will review and discuss the issue with you and try to reach a satisfactory resolution. If, having contacted the Manager you feel that we have still not dealt with your complaint satisfactorily, you can ask for the matter to be reviewed by the Managing Director.

Once Client is happy with the resolution of your complaint, the complaint will be closed.

#### **25. ABUSE HANDLING**

**25.1** Client is requested to report any suspected abuse to [abuse@propertypal.com](mailto:abuse@propertypal.com) at the earliest opportunity. Examples of Abuse are:- WHOIS Inaccuracy, Spam or Phishing.

#### **25.2 REPORTING**

Please e-mail [abuse@propertypal.com](mailto:abuse@propertypal.com) with as much information as possible regarding the suspected abuse. Any examples should also be forwarded e.g. any spam e-mails received. This information will then be passed on for investigation.

#### **25.3 HANDLING**

Any reported abuse is considered serious and will be investigated by a senior member of the team within 48 hours of receipt of the information.

#### **25.4 OUTCOME**

Depending on the nature of the abuse alleged, actions available include suspension of the domain. All reports will be investigated with the domain owner.