

TERMS AND CONDITIONS FOR ADVERTISING YOUR PROPERTY ON HOMEBUDDY

1. These terms

- 1.1 **What these terms cover**. These are the terms and conditions which you must agree to should you wish to advertise your property on www.Homebuddy.co.uk (the Homebuddy Platform). They will apply to any and all adverts placed by you.
- 1.2 **Why you should read them**. Please read these terms and conditions carefully before you advertise your house with Homebuddy. These terms tell you who we are and how you must use the Homebuddy Platform.

2. <u>Information about us and how to contact us</u>

- 2.1 **Who we are.** Homebuddy is a trading name of RDD Homes Ltd, a company registered under number 13648153 and established in England and Wales. Our registered office is at C/O Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA. In these terms, "we", "us", "our" and "Homebuddy" means RDD Homes Ltd T/A Homebuddy and all other platforms including mobile and tablets owned and operated by us.
- 2.2 **How to contact us**. You can contact us by writing to us at info@Homebuddy.co.uk or at RDD Homes Ltd, Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA.
- 2.3 **How we may contact you**. If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us when you registered on the Homebuddy Platform.
- 2.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5 **We are not estate agents**. Homebuddy is not an estate agent. Homebuddy is an online advertising platform that allows private sellers to advertise their properties and communicate with potential

buyers, in an effort to agree the sale of their home privately, without the need of an estate agent.

3. Our contract with you

- 3.1 Your contract with us. These terms and conditions along with any other terms and policies available on the Homebuddy Platform, including but not limited to, our website terms of use, acceptable use policy and privacy notice (our terms) make up our contract with you. You acknowledge and agree that our terms apply to any advert that you upload to the Homebuddy Platform.
- 3.2 **Private use only.** The Homebuddy Platform is intended for use by private sellers only. It is not intended for or to be used by businesses such as but not limited to estate agents, unless you have agreed prior written sale from us.
- 3.3 **Acceptance of our terms**. By opening and registering an account with Homebuddy, you are deemed to have accepted our terms.
- 3.4 **Your adverts.** All adverts uploaded by you must conform to our terms. Each time you place an advert for a property on the Homebuddy Platform, a separate severable contract is formed between you and us and is subject to our terms.
- 3.5 **The Homebuddy Platform is only for use in the UK**. The Homebuddy Platform is only for use in the UK. Unfortunately, if you live outside of the UK you may not use the Homebuddy Platform. If you are based outside of the UK and submit an advert upon paying our fees, your advert will be removed, and your fee will not be refunded.

4. Your Homebuddy Account

- 4.1 **Initial registration, username and password**: Before placing an advert on the Homebuddy platform you must register as a user. As part of this registration you must choose a username and password. You must keep your username and password safe. Do not disclose your password to a third party. You must not (i) adopt a username which is offensive or likely to cause offence; and (ii) register an account in the name of any other third party.
- 4.2 **No Homebuddy liability for unauthorised access**. Unless caused by our negligence, we will not be liable for any loss you might suffer if a third party gains unauthorised access to your Homebuddy account.

4.3 **We can disable your Homebuddy account.** We have the right to disable any account at any time, if in our reasonable opinion you have failed to comply with any of the provisions of our terms.

If you know or suspect that anyone other than you knows your user identification code or password, then you must promptly notify us at info@Homebuddy.co.uk.

5. <u>Advertising your property: the basics</u>

- 5.1 **Information provided by you**. You acknowledge and agree that any and all information provided by you, including but not limited to, as part of the initial registration process, upon submitting an advert or through any correspondence with third parties will be accurate, complete and truthful.
- 5.2 **Your personal information**. We will hold and process your personal data in accordance with our privacy notice which can be viewed by clicking on the following link: https://www.homebuddy.co.uk/Privacy-Notice-Homebuddy-Updated-20.01.pdf.
- 5.3 We may need to take your identification prior to listing your property. We do not need to take your ID if you are only listing your property on the Homebuddy Platform. However, if you have purchased a package which means that your property will be listed on Rightmove, then we will need to confirm your identification and that you are who you say you are. Further information on this can be located in our policy entitled "Advertising on Rightmove".
- Publication of your advert. If we accept your advert, then we will use reasonable endeavours to publish your advert within 24 hours after you have uploaded it to the Homebuddy Platform. We reserve the right to reject and remove any adverts uploaded to the Homebuddy Platform, however, we will only reject and/or remove adverts if we believe that they are in breach of our terms or we have been advised to do the same by a supervisory authority or similar. If you have selected one of our packages which lists your house on Rightmove, then we will upload your house within 24 hours of you paying our fees and passing the applicable verification checks.
- 5.5 **Where will your adverts appear?** All adverts will appear on the Homebuddy Platform whether this is viewed from a desktop, mobile and/or tablet. Your advert may also appear on our social media

- accounts, however, this will be at the discretion of Homebuddy. If you have paid for one of our packages which includes advertisement on Rightmove, then your advert will be uploaded to Rightmove.
- How will you know if your advert has gone live? You will receive an email from us to confirm if your advert has been accepted and published or rejected. Should we reject your advert, then we will confirm the reason for such rejection. You will have 7 calendar days to correct and re-submit your advert. We will refund your fees should you not resubmit an acceptable advert within this 7 calendar day period, however, any refund is strictly subject to your advert never going live on the Homebuddy Platform
- 5.7 Your advert must comply with our rules and guidelines. You understand and accept that your advert must comply with all our terms and at all times. Please ensure when drafting your advert, you pay particular attention to our terms, rules and guidelines, particularly those described in clause 6 below.
- 5.8 **If you choose a package which lists your house on Rightmove.** If you choose a package that lists your property on Rightmove then please also read out policy entitled "Advertising on Rightmove" as this will provide you with further information about this particular service.

6. <u>Advertising your property: our rules and guidelines for your advert</u>

- 6.1 **Compliance with our Acceptable Use Policy.** First and foremost, all adverts along with any content uploaded by you, must at all times comply with our Acceptable Use Policy which can be accessed by clicking on the following link: https://www.homebuddy.co.uk/Acceptable-Use-Policy-Website-Ready-Branded.pdf.
- 6.2 You may only list one property per advert. If you wish to list multiple properties, unless otherwise agreed with Homebuddy in writing, you will need to place a separate advert for each property and pay a fee for each listing. If we discover that you are listing multiple properties as part of one advert then we will remove your advert and in such a scenario you will not be entitled to a refund.
- 6.3 **You can list several adverts**. Subject to clause 6.1, you may list several adverts at one time, providing that individual fees are paid for each advert.

- All adverts must be written in either English or Welsh. The Homebuddy Platform is for use in the UK only and as such all adverts must be written in either English or Welsh. We recommend that any adverts written in Welsh contain an English translation so that it may appeal to more potential buyers.
- 6.5 **All photos must be uploaded in JPEG format.** All photos uploaded by you to the Homebuddy Platform must be in JPEG Format.
- 6.6 **All videos must be uploaded via YouTube.** All videos uploaded by you to the Homebuddy Platform must be via YouTube.
- 6.7 Your advert is your responsibility. You are solely responsible for providing all information for your advert as well as uploading all necessary images, photographs, videos and descriptions to the Homebuddy Platform. We shall have no responsibility for the quality of any photographs and/or videos you upload or provide or for the accuracy of any description or information. It is up to you to ensure that you are satisfied with the quality of the same.
- 6.8 Rules for uploading your advert. All adverts uploaded by you must:-
 - 6.8.1 only show and promote your property and not any other third party property;
 - 6.8.2 be truthful, accurate and complete providing all necessary information;
 - 6.8.3 comply with all applicable legislation and regulation;
 - 6.8.4 not contain any material that you do not own or may breach the rights of a third party;
 - 6.8.5 not be defamatory or derogatory of any person or organisation; and
 - 6.8.6 not contain any inappropriate content such as but not limited to, content that may be considered as:
 - 6.8.6.1 offensive;
 - 6.8.6.2 obscene;
 - 6.8.6.3 threatening;
 - 6.8.6.4 abusive:

- 6.8.6.5 hateful or violent;
- 6.8.6.6 racist:
- 6.8.6.7 sexually graphic or pornographic;
- 6.8.6.8 discriminatory;
- 6.8.6.9 likely to offend;
- 6.8.6.10 unless you have obtained prior written consent from us, contain any advertising or promotions for any goods or services which are not your property;
- 6.8.6.11 not divert or drive traffic to another website; and
- 6.8.6.12 not contain any spam.

7. <u>Your guarantees to Homebuddy.</u>

- 7.1 **Your guarantee.** You acknowledge, accept and promise to us:
 - 7.1.1 that you will comply with our terms;
 - 7.1.2 you will comply with our website terms of use and acceptable use policy;
 - 7.1.3 you are a private seller and not a trade or business;
 - 7.1.4 you own the property you are listing on the Homebuddy Platform;
 - 7.1.5 you are a UK resident and the property is located within the UK;
 - 7.1.6 all information, photos and materials uploaded to the Homebuddy Platform are honest, complete, accurate, legal, truthful and not misleading:
 - 7.1.7 you advert complies with all applicable rules and legislation;
 - 7.1.8 you will not act fraudulently or mislead a potential buyer;
 - 7.1.9 you will be responsive to any enquiries and/or messages which you receive on the Homebuddy Platform;

- 7.1.10 you will provide evidence that you are the property owner upon request to a buyer:
- 7.1.11 that the publication of your advert by Homebuddy will not infringe any rights of a third party: and
- 7.1.12 you will not upload any files to the Homebuddy Platform that contain a virus and/ or corrupted data.
- 7.2 You will reimburse Homebuddy for their losses and damages caused by your advert. Your advert and its content are your responsibility and not that of Homebuddy. As such you agree to reimburse Homebuddy against any liability, losses, expenses, fines, penalties or other costs incurred by Homebuddy as a result of or in connection with your advert.

8. Rights you give Homebuddy when you upload an advert

- 8.1 You grant Homebuddy, the Homebuddy partners and where applicable Rightmove, a license to your advert and its content.

 When you place an advert or upload or post content to the Homebuddy platform you:
 - 8.1.1 grant Homebuddy a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that usergenerated content in connection with the service provided by the website and across different media including to promote the Homebuddy Platform or the services offered by Homebuddy forever;
 - 8.1.2 grant a worldwide, non-exclusive, royalty-free, transferable licence to Rightmove, the Homebuddy partners, other users, partners or advertisers to use the content for their purposes forever; and
 - 8.1.3 grant users of the Homebuddy Platform a non-exclusive, perpetual, irrevocable license to use, store and copy that content and to distribute and make it available to third parties.
- 8.2 **We may disclose your identity.** We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Homebuddy Platform constitutes a

violation of their intellectual property rights, or of their right to privacy.

9. <u>Homebuddy's rights and obligations</u>

- 9.1 **We may remove your advert.** We reserve the right to remove any part or all of your advert should we believe your advert is in breach of our terms. Should we remove your advert after it has been published to our website you will not be entitled to a refund.
- 9.2 **We may not publish your advert.** We reserve the right to refuse to publish any advert at our sole discretion. However, in these scenario's we will contact you with our reasoning and where the advert has not been published, provide you with a refund.
- 9.3 You must amend your advert at our request. Should we request, then you will amend or edit any advert in accordance with our instructions. A failure to amend or edit an advert may lead to us removing your advert. In this scenario, you will not receive a refund.
- 9.4 **Changes to the Homebuddy Platform and or services**. We may change the Homebuddy platform or the services it provides:
 - 9.4.1 to reflect changes in relevant laws and regulatory requirements; and
 - 9.4.2 to implement minor technical adjustments and improvements, for example to address a security threat.
- 9.5 The Homebuddy Platform may not be available at all times. The Homebuddy Platform is provided with reasonable care and skill, however, we make no guarantees that the Homebuddy Platform or any content on it will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Homebuddy Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 9.6 **We may carry out maintenance to the Homebuddy Platform**. From time to time, we will need to carry out maintenance and updates on the Homebuddy Platform. We use reasonable endeavours to ensure that minimum disruption is caused.
- 9.7 **We will repair faults and errors on the platform.** Should we become aware of a fault or defect with the Homebuddy Platform then we will

- use reasonable endeavours to remedy those faults and/or errors as possible.
- 9.8 We are not responsible for delays outside our control. If our ability to provide the Homebuddy Platform or its related services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 9.9 **Reasons we may suspend the supply our services to you**. We may have to suspend the Homebuddy Platform or the supply of our services to:
 - 9.9.1 deal with technical problems or make minor technical changes; or
 - 9.9.2 update the Homebuddy Platform to reflect changes in relevant laws and regulatory requirements.

10. Homebuddy Fees

- 10.1 **Where to find our fees.** We offer several packages at different rates and as such the cost of advertising on the Homebuddy Platform will depend on the chosen package.
- 10.2 **Homebuddy's fees are exclusive of our partner fees.** Homebuddy works with carefully selected partners. However, services offered and provided by the Homebuddy partners are in addition to Homebuddy's fees paid by you to advertise your property on the Homebuddy Platform. The Homebuddy partners will provide you with a quote for their services should you request one.
- 10.3 **We may increase our fees at any time.** We may increase our prices or add further fee packages at any time. Any fee increase will not apply to any advert that is currently listed as live.
- 10.4 **When you must pay and how you must pay**. Where fees are applicable, then you must pay our fees prior to uploading your advert to the Homebuddy Platform.

- 10.5 You must pay the Homebuddy advert fees through PayPal. All payments in relation to uploading an advert are made through PayPal and as such you will need to register an account with PayPal.
- 10.6 **Homebuddy partner fees.** Should you instruct a Homebuddy partner, they will invoice you separately from Homebuddy and you must pay their fees in accordance with their terms and conditions.
- 10.7 What happens if we got the price wrong. It is always possible that, despite our best efforts, our services are incorrectly priced. We will regularly check the Homebuddy Platform to ensure that the fees listed are correct. If you have a query or question about our fees then please contact us at info@Homebuddy.co.uk prior to uploading an advert. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and remove your advert.
- 10.8 **What to do if you think our fees are wrong**. If you think our fees are wrong please contact us promptly to let us know. In this scenario, do not upload your advert until you have clarified the position.
- 10.9 What to do if you think an invoice submitted by a Homebuddy partner is wrong. Please contact the Homebuddy partner direct, however, if you have any concerns or you do not believe your query has been adequately addressed by the Homebuddy partner then please contact us at info@Homebuddy.co.uk.

11. <u>Homebuddy Partners</u>

- 11.1 Homebuddy have partnered with local and professional companies. Homebuddy have partnered with third party service providers who are experienced and established companies. Each Homebuddy partner specialises in a particular area associated with property transactions.
- 11.2 **Each Homebuddy partner is independent.** All Homebuddy partners are separate independent legal entities and are not a Homebuddy company.
- 11.3 **We have referral agreements in place.** Homebuddy has written arms-length referral agreements in place with all our Homebuddy partners. Should you appoint a Homebuddy partner, then the applicable partner will pay Homebuddy a referral fee.

- 11.4 **There is no obligation on you.** You are not obligated to use a Homebuddy partner. The Homebuddy partners will only initially contact you should you request a quote for their services.
- 11.5 **If you accept a quote from a Homebuddy partner.** If you accept a quote from a Homebuddy partner then you will be required to enter into a separate legally binding contract with the Homebuddy partner on their terms and conditions. The services of the Homebuddy partner are not provided under or included in your contract with Homebuddy.

12. <u>Mortgage Calculator</u>

The Homebuddy Platform provides a mortgage calculator. The mortgage calculator is intended for general use only to give the user an estimated indication of their potential borrowing capacity. It should not be relied on by the user and we always recommend that prior to placing an offer you speak with a mortgage broker to ensure you are able to borrow your required amount.

13. Your rights to end the contract

- 13.1 Your right to change your mind (Consumer Contracts Regulations 2013). For most products and services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights are contained in the Consumer Contracts Regulations 2013.
- 13.2 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:
 - 13.2.1 digital products or services after you have started to download or stream these, or the digital content have gone live;
 - 13.2.2 services, once these have been completed, even if the cancellation period is still running.
- 13.3 The Homebuddy services are considered as digital content and/or instant services. Upon submitting an advert and paying our fees, your advert will be created and listed live on the Homebuddy Platform. As such, by submitting your advert and paying our fees you consent to Homebuddy publishing your advert within this 14 day period and as such you waive your right to cancel.

- 13.4 **You can cancel your advert at any time.** You can still cancel your advert at any time, however, once the advert is live and available on the Homebuddy Platform then you will not be entitled to a refund.
- 13.5 If you have questions or concerns about your cancellation rights, contact us. It is important to Homebuddy that you understand and are comfortable with your legal rights. Therefore, if you have any questions or concerns, please contact us at info@Homebuddy.co.uk prior to uploading your advert.

14. Our rights to end the contract

- 14.1 **We may remove your advert at any time.** We shall be entitled to remove your advert and terminate the contract at any time. Should we do this and it is not due to you breaching our terms then we will provide you with a refund.
- 14.2 **We may end the contract in certain circumstances**. We may end the contract and remove your advert if:
 - 14.2.1 you breach any of our terms;
 - 14.2.2 we suspect that you are not acting in accordance with clause 6;
 - 14.2.3 you do not make any payment to us when it is due;
 - 14.2.4 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for the advert;
 - 14.2.5 upon publishing your advert, you then amend your advert details to sell multiple properties;
 - 14.2.6 we believe that your advert is fake or illegal;
 - 14.2.7 we believe that you are a business or trade seller and not a private seller (unless formally agreed with us in writing);
 - 14.2.8 we receive a complaint and sufficient evidence that you have been abusive, rude or similar to any other Homebuddy customers or the Homebuddy partners; or
 - 14.2.9 we are advised by law enforcement or similar to remove the advert.

Should we terminate the contract and remove your advert in accordance with this clause 14.2 then you will not be entitled to a refund.

15. <u>If there is a problem with the Homebuddy Platform</u>

If you have any questions or complaints about the Homebuddy Platform, please contact us. You can contact our customer service team at info@Homebuddy.co.uk or send us a direct message on our social media platforms – @HomebuddyUK available on both Facebook and Instagram.

16. Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 16.2 We are not liable if you if your property does not sell and make no guarantees or assurances. Homebuddy only offers a platform for you to advertise your property as a private seller. As such we offer no guarantee that you property will sell. We offer no form of guarantee that Homebuddy will find you a perspective buyer of your property.
- 16.3 We are not responsible to you for any loss or damage caused by a Homebuddy partner. As we identified earlier in these terms, our Homebuddy partners are separate legal entities. If you accept a quote or instruct a Homebuddy partner you will enter into a separate contract for their services. As such, should they cause you loss or damage then any claim should be discussed directly with the Homebuddy partner. Homebuddy are not liable to you for any loss or damage caused by a Homebuddy partner.
- 16.4 We are not responsible to you for any loss or damage caused by viruses or similar. We are not liable for any loss or damage caused viruses, malicious or impairing computer programs or other technologically harmful material that may affect the Homebuddy Platform, your advert and/ or your computer, mobile, tablet or other device linked to the Homebuddy Platform.
- 16.5 **We are not liable for business losses**. We only supply the Homebuddy Platform and related services for domestic and private use. If you use the Homebuddy Platform for any commercial,

business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 16.6 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or any loss or damage not caused by any breach on our part. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 16.7 Third party content used to create your advert. You may decide to use certain third party information, data, materials or online tools (Advert Materials) to create your advert. It is your responsibility to ensure that any Advert Materials used by you to create your advert are fit for your purpose, accurate and complete and that you have the consent of the third party to us them. Homebuddy are not liable for the accuracy of any Advert Materials used by you to create your advert or any loss, damages, costs or similar you incur as a result of including the Advert Materials in our advert.
- 16.8 **Our liability towards you is limited**. In the event of any liability or claim that may arise, we will use reasonable endeavours to rectify the matter and provide a satisfactory conclusion. However, in all circumstances, our liability to you is limited to the cost of the package you have bought and the fees you have paid in relation to your advert.

17. Your responsibility to us.

- 17.1 If you breach our terms you will reimburse Homebuddy for our loss. You warrant that any advert provided by you complies with our terms and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 17.2 You are always responsible for your advert and the aftermath. We are not responsible for the upkeep or ongoing monitoring of your advert either before during or after a sale. If you are successful in selling your house it is your responsibility to conclude the sale.

Homebuddy are not liable or responsible under any contract for the sale of your property that you may enter into with a third party.

18. <u>Data Protection and How we may use your personal information</u>

- 18.1 How we may use your personal information. You acknowledge and agree that by registering with Homebuddy and/or by uploading an advert on the Homebuddy Platform, you will provide us with and we will collect from you certain personal data relating to you. We will only use your personal information as set out in our privacy notice. Click here to access our privacy notice: https://www.homebuddy.co.uk/Privacy-Notice-Homebuddy-Updated-20.01.pdf.
- 18.2 You acknowledge understand and accept you are uploading personal data for third parties to contact you. By uploading an advert to the Homebuddy Platform you understand and accept that all information contained in your advert can potentially be viewed by all people who visit the Homebuddy Platform anywhere in the world and you accept this.
- 18.3 You are responsible for disclosing your phone number and email. The Homebuddy Platform does not automatically disclose your phone number or email address to a third party. All initial communication should be done through the Homebuddy Platform via the message function. We do not advice that you disclose your phone number or email address to any other Homebuddy user and that all communication is via the message centre.

19. Other important terms

- 19.1 **We may transfer this Agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation.
- 19.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We are not obligated to agree to such a request and any acceptance is solely at our discretion.
- 19.3 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 19.4 We are not liable if a delay is outside of our control. We shall not be liable to you for any delay in performing and/or any failure to perform our obligations to you if the delay or failure is due to any event outside of our reasonable control (including without limitation, any act of God, fire, flood, explosion, storm, epidemic or natural disaster, strike, terrorist attack or threat of terrorist attack, infrastructure failure or power failure, denial of service attack, failure of public or private telecommunications networks).
- 19.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 19.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English and Welsh law and you can bring legal proceedings in respect of Homebuddy and its services in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 19.8 **If there is a conflict between any of our terms.** If there is a conflict between any of our terms then the order or priority will be as follows:
 - 19.8.1 Terms and Conditions of Advertising
 - 19.8.2 Privacy Notice
 - 19.8.3 Acceptable Use Policy
 - 19.8.4 Website Terms of Use