



PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE HOMEBUDDY PLATFORM

What's in these terms?

These terms tell you the rules for using the Homebuddy Platform www.homebuddy.co.uk (**Homebuddy Platform**).

Who we are and how to contact us

www.homebuddy.co.uk is a site operated by RDD Homes Ltd trading as Homebuddy ("**We**", "**Homebuddy**" "**us**"). We are a limited company registered in England and Wales under company number 13648153 and have our registered office at c.o. Berry Smith Lawyers, Haywood House, Dumfries Place, Cardiff, CF10 3GA.

To contact us, please email info@homebuddy.co.uk or write to us at RDD Homes Ltd, C/O Berry Smith Lawyers, Haywood House, Dumfries Place, Cardiff, CF10 3GA.

By using the Homebuddy Platform you accept these terms

By using the Homebuddy Platform, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use the Homebuddy Platform.

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

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of the Homebuddy Platform:

- Our Terms of Advertising, these terms must be agreed to should you advertise your property on the Homebuddy Platform.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of the Homebuddy Platform. When using the Homebuddy Platform, you must comply with this Acceptable Use Policy.

- Our Privacy Notice – this informs you how we collect and use your personal data.

We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use the Homebuddy Platform, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in October 2021.

We may make changes to the Homebuddy Platform

We may update and change the Homebuddy Platform from time to time to reflect changes to our services, our users' needs and our business priorities.

We may suspend or withdraw the Homebuddy Platform

The Homebuddy Platform is made available free of charge. However, should you seek to advertise your property then depending on which package you choose, charges will apply.

If you are using the Homebuddy Platform to browse for properties, to contact the Homebuddy partners, arrange viewings, make offers or similar, then these activities will be free of charge.

We do not guarantee 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/or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

The Homebuddy Platform is only for users in the UK

The Homebuddy Platform is only for people residing in the United Kingdom. We do not represent that content available on or through the Homebuddy Platform is appropriate for use or available in other locations.

You must keep your account details safe

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

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

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

How you may use material on the Homebuddy Platform

We are the owner or the licensee of all intellectual property rights in the Homebuddy Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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

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

Our status (and that of any identified contributors) as the authors of content on the Homebuddy Platform must always be acknowledged (except where the content is user-generated).

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

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

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Homebuddy Platform or any services provided via, or in relation to it. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

The Homebuddy Platform, its content and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in the UK. By continuing to access, view or make use of the Homebuddy Platform and any related content and services, you hereby warrant and represent to us that you are located in the UK. If you are not located in the UK, you must immediately discontinue use of the Homebuddy Platform and any related content and services.

Do not rely on information provided on the Homebuddy Platform

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

Although we make reasonable efforts to update the information on the Homebuddy Platform, we make no representations, warranties or guarantees, whether express or implied, that the content contained on the platform is accurate, complete or up to date.

We are not responsible for websites we link to

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

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

Tools on the Homebuddy Platform

The Homebuddy Platform provides certain tools to assist its users. Such tools include but are not limited to the mortgage calculator. These tools are not intended to provide specific advice and are for general use only to give you an indication of your potential borrowing capacity. It should not be relied on by you and we always recommend that prior to placing an offer you speak with our mortgage brokers to ensure you are able to borrow the required amount.

User-generated content is not approved by us

The Homebuddy Platform will include information and materials uploaded by other users of the platform, such as private sellers who want to sell their properties. This information and these materials have not been verified or approved by us. The views expressed by other users on the Homebuddy Platform do not represent our views or values.

You acknowledge that private sellers upload adverts without the prior approval of Homebuddy. Whilst we use reasonable endeavours to monitor the Homebuddy Platform, we rely on Homebuddy Platform users to report any errors and/or faults. We will use reasonable endeavours to rectify all errors and faults as soon as possible.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us on info@homebuddy.co.uk under the subject matter heading of "Complaint".

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by

our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of our services to you, which will be set out in our Terms of Advertising.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to the Homebuddy Platform or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the Homebuddy Platform; or
 - use of or reliance on any content displayed on the Homebuddy Platform.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide the Homebuddy Platform for domestic and private use. You agree not to use the Homebuddy Platform for any commercial or business purposes, and we have no liability to you for any loss, damage, loss of profit, loss of business, business interruption, or loss of business opportunity.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the Homebuddy Platform; or

- use of or reliance on any content displayed on the Homebuddy Platform.

How we may use your personal information

We will only use your personal information as set out in our Privacy Notice.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to the Homebuddy Platform, or to make contact with other users of the Platform, you must comply with the content standards set out in our Acceptable Use Policy.

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

Any content you upload to the Homebuddy Platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Homebuddy Platform, a non-exclusive, perpetual, irrevocable, sub-licensable, transferable to use, store and copy that content and to distribute and make it available to third parties.

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.

We have the right to remove any posting you make on the Homebuddy Platform if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

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

We do not store terrorist content.

Rights you are giving us to use material you upload

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

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the Homebuddy

Platform and across different media including to promote the Homebuddy Platform or the services offered by Homebuddy forever; and

- a worldwide, non-exclusive, royalty-free, transferable licence for the Homebuddy partners, other users, partners or advertisers to use the content for their purposes forever.

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

We do not guarantee that the Homebuddy Platform will be secure or free from bugs or viruses.

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

You must not misuse the Homebuddy Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Homebuddy Platform, the server on which the Platform is stored or any server, computer or database connected to the Homebuddy Platform. You must not attack the Homebuddy Platform via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Homebuddy Platform will cease immediately.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English and Welsh law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

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

Our trade marks are registered

Homebuddy is a UK registered trade mark of RDD Homes Limited. You are not permitted to use our trade mark without our approval.