HC LETTINGS LTD – WEBSITE AND PLATFORM TERMS AND CONDITIONS

Who we are and how to contact us

hclettings.co.uk is a site operated by HC Lettings Ltd (a company registered in England and Wales under company number 10921276 and have its registered office at 86-90 Paul Street, London, EC21 4NE), and our site may connect or redirect you to the online platform operated by our group company, Dwelly, (together, "**we**", "**us**" or "**our**") so that you can access certain services. For the purposes of this policy, this site and the online platform together constitute the "**platform**".

To contact us, please email privacy@dwelly.group.

By using our platform and consenting, you accept these terms

By using our platform and ticking this box, you confirm that you accept these terms of service and that you agree to comply with them.

If you do not agree to these terms, you must not use our 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 service refer to the following additional terms, which also apply to your use of our site:

- *Our privacy policy* which explains how we collect, use and store your personal data.
- *Our cookie policy* which sets out information about the cookies on our platform.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our platform, please check these terms to ensure you understand the terms that apply at that time. Where we make material changes affecting your rights or obligations, we may take reasonable steps to bring them to your attention, and you may be required to provide your consent before using the site's services.

We may make changes to our platform

We may update and change our platform from time to time.

We may suspend or withdraw our platform

We do not guarantee that our 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 our

platform for business and 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 our platform through your internet connection are aware of these terms of service and other applicable terms of service, 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.

Our platform is for users in the UK

Our platform is primarily directed to users in the United Kingdom. We do not represent that content available on or through our 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 user identification code, 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 service.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at privacy@dwelly.group.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our 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 our platform for your personal use and you may draw the attention of others within your organisation to content posted on our 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 our platform must always be acknowledged (except where the content is user-generated).

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

If you print off, copy, download, share or repost any part of our platform in breach of these terms of service, your right to use our platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

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 our platform or any services provided via, or in relation to, our site. 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 our platform 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 the Digital Copyright Directive (*(EU) 2019/790*).

This clause will 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.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our platform in any website that is not owned by you.

Our platform must not be framed on any other site or platform, nor may you create a link to any part of our platform other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our platform other than that set out above, please contact privacy@dwelly.group.

Our trade marks

We own registered trade marks in the UK. You are not permitted to use our trade marks without our approval, unless they are part of material you are using as permitted under these terms and conditions.

Uploading content to our site

Whenever you make use of a feature that allows you to upload or share content to our platform, or to make contact with other users of our platform, any content you share must be accurate, genuinely held, and comply with applicable law. You must not post content that is illegal, abusive, offensive, defamatory, pornographic, harmful to minors, misleading, infringes others' rights, or designed to harass or harm others. You are responsible for ensuring that your contributions meet these standards, and you may be liable to us for any direct loss or damage we suffer as a result of your breach of this requirement. We have the right to remove any posting you make on our platform if, in our opinion, your post does not comply with these standards.

We will consider any content you upload or share to our platform to be non-confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us and other users of our platform a limited licence to use, store and copy that content and to distribute and make it available to others. The rights you license to us are described below.

We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our platform violates their intellectual property rights or their right to privacy.

If you wish to contact us in relation to content you have uploaded to our platform and that we have taken down, please contact us.

Rights you are giving us to use material you upload or share

When you share content to our platform, you grant the following rights to use that content:

- to us, 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 platform and across different media; and
- a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content in accordance with the functionality of our platform and to facilitate the delivery of the services.

User-generated content is not approved by us

Our platform may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our platform do not represent our views or values.

Do not rely on information on this platform

The content on our 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 our site.

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

We are not responsible for websites we link to

Where our 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.

We are not responsible for viruses

We do not guarantee that our platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not introduce viruses

You must not misuse our platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our platform or any part of it. You must not attempt to gain unauthorised access to our platform, the server on which our platform is stored or any server, computer or database connected to our platform or any other equipment or network connected with our platform. You must not interfere with, damage or disrupt any software used in the provision of our platform or any equipment or network or software owned or used by any third party on which this platform relies in any way. You must not attack our 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 our platform will cease immediately.

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.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our 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, our site; or
- use of or reliance on any content displayed on our site.
- 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:

- We only provide our platform for domestic and private use. You agree not to use our platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

We will only use your personal information as set out in our *privacy policy*.

Which country's laws apply to a dispute

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by English law. 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 a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of service, 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.