

1 **About this policy**

- 1.1 We are Barker Property Consultants Ltd (Company No. 13433134 of 36 Blackburn Avenue, Brough, United Kingdom, HU15 1ER (“**we**”, “**us**”, “**our**”). In this Policy ‘**you**’ or ‘**your**’ means the person accessing or using the Demo Materials (as defined below).
- 1.2 We have developed a unique online platform for use in the residential and commercial property sales, rental and leasing market (the “**REAS Platform**”).
- 1.3 We would like to share with you certain information and materials relating to the REAS Platform, including demonstration and instructional videos and marketing materials (together “**Demo Materials**”) in order that you can find out more information about the REAS Platform, including (at our discretion) its application, functionality, capabilities and pricing (the “**Purpose**”). Please note, the content of the Demo Materials may vary depending on the package that you are interested in.
- 1.4 This acceptable use policy (“**Policy**”) governs how you may access and use any and all Demo Materials, which are provided by us free of charge.
- 1.5 You should read this Policy carefully before agreeing to its terms.
- 1.6 Please note, you will not be provided with a link or other access to the Demo Materials unless and until you agree to the terms contained in this Policy.
- 1.7 By accessing, viewing or otherwise using the Demo Materials in anyway or otherwise indicating your consent, you agree to be bound by this Policy. If you do not agree with or accept any part of this Policy, you should not access and/or stop using the Demo Materials immediately, as applicable.
- 1.8 If you have any questions about this Policy, please contact us at info@barkerproperty.uk.

2 **Acceptable use**

- 2.1 In consideration of us disclosing the Demo Materials and any other information of a confidential and/or proprietary nature, you agree to abide by the terms of this Policy.
- 2.2 We permit you to view the Demo Materials solely for the Purpose. Use of the Demo Materials in any other way, including any unacceptable use set out in this Policy, is not permitted.

3 **Unacceptable use**

- 3.1 As a condition of you being granted access to the Demo Materials, you agree not to:
 - 3.1.1 use the Demo Materials (in whole or in part) for any purpose that is unlawful under any applicable law or prohibited by this Policy;
 - 3.1.2 use the Demo Materials (in whole or in part) or seek to derive from them any benefit or commercial advantage over us; and/or

- 3.1.3 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- 3.1.4 copy, record or reproduce in any form the Demo Materials (or any part thereof) except where we have given our prior written consent and in which case, only to the extent strictly necessary for the Purpose (and you acknowledge that any such copies or reproductions are our property); and/or
- 3.1.5 attempt to create (or instruct or request a third party to create) a platform with the same or similar purpose or functionality as the REAS Platform.
- 3.2 We make no representation and give no warranty concerning the accuracy, efficacy, or completeness of the Demo Materials.
- 3.3 Each of you and us agree that nothing contained in this Policy shall oblige any party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement with any third party.
- 3.4 You understand and agree that any and all Demo Materials provided are our Confidential Information. As such, you agree that you shall (and shall ensure that any and all of your employees and agents who have access to the Demo Material shall) at all times treat such accordingly and keep such secret and confidential.
- 3.5 Any disclosures of Confidential Information will constitute a breach of this policy unless:
 - 3.5.1 previously authorised by us in writing;
 - 3.5.2 is, or becomes, publicly available through no fault of yours; and/or
 - 3.5.3 such disclosure is to your employees for the purposes of discussing the Demo Materials in relation to use in your own business and all such individuals are aware of the obligations of confidentiality contained in this Policy.

4 Intellectual property

- 4.1 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, confidential information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for such rights.
- 4.2 You understand and agree that the REAS Platform and Demo Material contains confidential and proprietary information belonging to us and you shall not conceal, modify, remove, destroy or alter in any way any proprietary markings in or on the Demo Material.
- 4.3 All Intellectual Property Rights in or arising out of or in connection with the REAS Platform, including the Demo Materials, shall be owned by us ("**Our IP**").

- 4.4 We and our licensors reserve all rights in Our IP. This means that we remain the owner of these rights and are free to use them as we see fit. Except for the rights expressly granted in this Policy, you will not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in Our IP (or any part).
- 4.5 You understand that by agreeing to this Policy, you will be granted a non-exclusive, non-transferable, non-assignable, revocable right to view the Demo Materials only. You shall at no point own or acquire any rights, title or interest in or to the REAS Platform and/ or Demo Materials or any part thereof.
- 4.6 Any links to any Demo Materials will remain our intellectual property and may expire after use. If a link does not expire, this does not constitute a grant of any right to or transfer of ownership of the link or any of its content. At our request you will, in a timely manner, return or delete (as appropriate) any of Our IP that is or may come in to in your possession now or in the future.

5 Using our name and logo

- 5.1 You may not use our trade marks, logos or trade names except where we have given you our prior written consent.

6 Breach

- 6.1 We shall apply the terms of this Policy in our absolute discretion. In the event of your breach of this Policy we may terminate or suspend your access to the Demo Materials and/or take any action we consider necessary to remedy the breach.

7 Duration

- 7.1 The obligations contained in this Policy shall continue in full force and effect for a period of five years from the date that you agree to this Policy or the date you view the Demo Materials, whichever is the earlier.

8 General

- 8.1 The parties are independent persons and are not partners, principal and agent or employer and employee, and this Policy does not establish any joint venture between you and us, other than the contractual relationship expressly provided for in this agreement. Each party shall not have, nor shall represent that it has, any authority to make any commitment on another party's behalf.
- 8.2 If any provision of this Policy (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Policy shall not be affected.
- 8.3 This Policy shall be governed by English law and the English courts shall have exclusive jurisdiction in the event of a dispute.