

**TERMS OF PURCHASE
DATA MANAGEMENT PRODUCTS**

SECTION A: GENERAL TERMS

1. INTRODUCTION

- 1.1 By purchasing, accessing or using the Product (defined below) from PropertyGuru, you conclude a legally binding agreement with us, which consists of:
- a. these Terms of Purchase, including Section A (General Terms) and Section B (Data Management Products) hereto;
 - b. our Privacy Policy, Terms of Service and the Acceptable Use Policy (defined below);
 - c. the Sales Order (as defined below); and
 - d. any other terms and conditions that PropertyGuru may specify in writing as applicable to the Products (including, without limitation, any terms and conditions published on the Platform);
- (collectively, the “**Agreement**”).
- 1.2 This is the entire agreement between you and us about its subject matter and supersedes all prior agreements, discussions, representations and undertakings between you and us. If there is any inconsistency or ambiguity between any terms or conditions of the above, the terms and conditions shall prevail in the order set forth in Section A, Clause 1.1.
- 1.3 We reserve the right to amend these Terms of Purchase at any time without notice to you, by publishing any amended Terms of Purchase on the Platform (defined below).
- 1.4 Your continued use of the Platform and/or any Product/Service following the publication of any amendments on the Platform constitutes your acceptance of those amended Terms of Purchase.
- 1.5 In the event you object to any amended Terms of Purchase or other notices on our Platform, your sole option is to terminate this Agreement by giving us thirty (30) days’ written notice.

2. DEFINITIONS

Words and expressions in this Terms of Purchase (including any Sections thereto) shall have the following meanings unless the context otherwise requires:

- 2.1 “**Acceptable Use Policy**” means the acceptable use policy as set out in Section A, Clause 18;
- 2.2 “**Affiliates**” means any entity directly or indirectly controlling, controlled by or under direct or indirect common control with PropertyGuru and shall include without limitation PropertyGuru’s parent company, related companies and subsidiaries, where “**control**” means the power to direct the management and policies of such entity, directly or indirectly;
- 2.3 “**Agreement**” has the meaning set out in Section A, Clause 1.1 above;
- 2.4 “**APIs**” means any application programming interface and workflow methods to enable integration,

implementation and/or interoperability of a product with third party hardware and software;

- 2.5 **“Applicable Laws”** has the meaning ascribed in Section A, Clause 18 below;
- 2.6 **“Authorised Users”** means your employees, agents, appointed representatives and other third parties who are expressly authorised by you to use, access and manage the Products on your behalf in accordance with this Agreement;
- 2.7 **“Business Day”** means a day other than a Saturday, Sunday or public holiday in the Country;
- 2.8 **“Confidential Information”** means all information (whether written or oral) concerning the business and affairs of PropertyGuru or its Affiliates, including, without limitation, information relating to the Products, reports, recommendations, advice or tests, source and object codes of software incorporated into the Products, all know-how, trade secrets, financial information, obtained or received or accessed by you as a result of or in connection with the entry or performance of the Agreement. Without prejudice to the generality of the foregoing, any information which you have received or will receive from PropertyGuru or its Affiliates that is marked as **“Confidential”** or **“Proprietary”** or with words to similar effect will also be considered Confidential Information;
- 2.9 **“Content”** means any content, text, information, data, software, executable code, images, material, instructions, User Data, Authorised Users’ data and your Personal Data, in whatever medium or form, provided by you to PropertyGuru or its Affiliates that are reasonably required by PropertyGuru in order to enable you and/or the Authorised Users to use or access the Product;
- 2.10 **“Customer Application”** means the applications, APIs, products, whether developed and/or created by you and/or any other third party authorized by you, that PropertyGuru determine may be connected with the Products for your use;
- 2.11 **“Country”** means the country identified in Section A, Clause 18 below;
- 2.12 **“Data Management Products”** shall have the meaning ascribed to it in Section B;
- 2.13 **“Data Protection Laws”** means all applicable laws relating to data privacy and protection and the collection, disclosure, use, storage, transfer or processing of Personal Data, including the Local Privacy Laws;
- 2.14 **“Developments”** means any and all ideas, know-how, inventions, methods, resultant data or techniques developed or conceived as a result of providing the Product and any APIs including without limitation any derivative works, improvements, enhancements or extensions made to the Products and all Intellectual Property Rights therein and thereto throughout the world;
- 2.15 **“Intellectual Property Rights”** shall include all copyright and moral rights, patents, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, know-how, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;
- 2.16 **“Licences”** has the meaning set out in Section A, Clause 6.1(a);

- 2.17 **"Local Privacy Laws"** means the local privacy legislation set out in Section A, Clause 18;
- 2.18 **"Order Date"** means such order date as specified in the relevant Sales Order;
- 2.19 **"Personal Data"** means data, whether true or not, about an individual who can be identified either from that data or from that data when combined with other information to which an entity has access or is likely to have access, within the meaning of Local Privacy Laws and includes name, address, telephone number, email address;
- 2.20 **"Privacy Policy"** means PropertyGuru's privacy policy identified in Section A, Clause 18, and as may be updated from time to time;
- 2.21 **"Platform"** means (where applicable), pg4business.com , <https://www.brickz.my/> and its/their relevant desktop websites, mobile websites and mobile applications and any other website, medium, or platform owned and/or operated by PropertyGuru or Affiliates from time to time and all related software and applications (in object or source code form), script, code, structural hierarchies, interfaces, networks, HTML code, graphics, multimedia files or text contained therein, together with any fixes, updates, enhancements and upgrades thereto;
- 2.22 **"Product"** means any of the Data Management Products, offered by PropertyGuru and Purchased by you as set out in the relevant Sales Order;
- 2.23 **"PropertyGuru"** means the entity identified in Section A, Clause 18 below;
- 2.24 **"Purchase"** means your purchase and/or subscription of the Products from PropertyGuru, set out in the relevant Sales Order;
- 2.25 **"Rate of Interest"** means the interest rate identified in Section A, Clause 18 below;
- 2.26 **"Recovery Fee"** means, in relation to each Product you Purchase, a pro-rata amount of the total dollar value of any discount applied by PropertyGuru to such Product and calculated by reference to the unutilised portion of such Product as at the expiry of the applicable Validity Period for such Product or earlier termination of this Agreement;
- 2.27 **"Sales Order"** means the sales order or sales order agreement which you sign, accept or otherwise indicate your agreement to, for the Purchase, subscription or order of Products and such other products as may be set out in such sales order;
- 2.28 **"Security Event"** means:
- a. any unauthorised third party access to the Product and/or the Platform;
 - b. any use of the Product by you and/or any Authorised User that is in breach of the Agreement and has the potential to materially impact the Platform, the Products and/or use of the Platform, the Products by any other customer of PropertyGuru, as may be determined by PropertyGuru in its sole and absolute discretion; and/or any Vulnerability or Virus introduced into the Platform and/or the Products by (or facilitated through) you, or your directors, employees, agents, independent contractors, advisers, collaborators, and/or any Authorised User;
- 2.29 **"Tax"** means all forms of taxes, duties (including any applicable stamp duties), imposts, charges,

withholdings, rates, levies, Value Add Tax (“VAT”), Sales and Service Tax (“SST”), Goods and Service Tax (“GST”) or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition;

- 2.30 **“Terms of Purchase”** means all of the terms and conditions as set out herein under these Terms of Purchase.
- 2.31 **“Terms of Service”** means PropertyGuru’s terms of service identified in Section A, Clause 18, and as may be updated from time to time;
- 2.32 **“Third Party Services”** shall have the meaning ascribed to it in Section A, Clause 8.1(a);
- 2.33 **“Third Party Provider(s)”** shall have the meaning ascribed to it in Section A, Clause 8.1(a);
- 2.34 **“Third Party Content”** shall have the meaning ascribed to it in Section A, Clause 8.1(b);
- 2.35 **“User Data”** means any and all of your customer or end user’s information, including Personal Data you provide to PropertyGuru, for processing by PropertyGuru’s Product and/or Platform, excluding Authorised Users’ data;
- 2.36 **“Validity Period”** means the term of the Purchase of the Products as set out in the relevant Sales Order, unless otherwise agreed by the parties in writing as set out in Section A, Clause 12.1;
- 2.37 **“Virus”** means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the access to or operation of any (a) computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 2.38 **“Vulnerability”** means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **“Vulnerabilities”** shall be interpreted accordingly.
- 2.39 **“You/your/the customer”** means you, the customer, the person or entity purchasing the Product and entering into this Agreement with us.

3. PURCHASE OF PRODUCTS

- 3.1 Licence to Use. Subject to you purchasing the Products in accordance with the Agreement and your compliance with the Agreement, PropertyGuru hereby grants you a limited, non-exclusive, non-transferable, royalty-free and revocable licence for the Validity Period, to:
- access and use the Products Purchased by or made available to you and/or to permit the Authorised Users to use the Products for your internal business purposes and not for commercial use; and
 - connect the Products to the Customer Applications in such manner as may be approved by PropertyGuru and to use the Products in association with your Intellectual Property Rights.

The rights provided under this Section A, Clause 3.1 are granted to you only and shall not be considered

granted to any of your subsidiaries, holding companies or any other third parties, unless otherwise agreed in writing by PropertyGuru.

- 3.2 Validity Period. You acknowledge and agree that, unless otherwise specified by PropertyGuru in writing, the Products you Purchase from PropertyGuru is valid for the Validity Period. The Products must be activated within the Validity Period. There shall be no extension to the Validity Period under any circumstances whatsoever, unless otherwise agreed by PropertyGuru in writing.
- 3.3 In the event that at the expiry or earlier termination of the Validity Period you have not activated or fully utilised the Product you have Purchased:
- a. the unutilised or unactivated Product shall be immediately and without notice forfeited unless otherwise specified by PropertyGuru in writing. Notwithstanding the forfeiture of any Product, or part thereof, you shall remain liable for all fees and charges, and you shall not be entitled to any refund or compensation for any unutilised Product as a result of the forfeiture. If you Purchase another Product following expiry of the Validity Period for a previous Product, you understand that any fees or charges for the unutilised or forfeited Product will not be carried over to any subsequent Product Purchased by you from PropertyGuru;
 - b. you shall pay PropertyGuru a Recovery Fee in relation to the unutilised portion of each such Product. You acknowledge and agree that payment by you of any Recovery Fee(s) is reasonable. Where you have Purchased and/or subscribed to multiple Products which have not been fully utilised at the expiry of their relevant Validity Period or earlier termination of this Agreement, you will be charged a separate Recovery Fee in respect of each Product.
- 3.4 You shall be liable for all transactions conducted using your Product and/or any Product connected with any Customer Application, and you shall not use the Product and/or such Customer Application in any way that adversely prejudices and/or harms PropertyGuru and/or its Affiliates and their respective officers, employees, agents, partners or customers.
- 3.5 The Products Purchased by you is for your and your Authorised Users' use only in accordance with the Agreement, and cannot be sold, assigned, or transferred to any other person. You shall not transfer, sublicense or assign any of your rights and obligations under the Agreement without PropertyGuru's prior written consent.
- 3.6 The Products Purchased may not be exchanged for other products from PropertyGuru in full or in part, unless otherwise agreed by PropertyGuru in writing.
- 3.7 If PropertyGuru is at any time instructed by you to provide any additional Products that PropertyGuru considers, in its sole and absolute discretion to be in the nature of an increase or material variation in the scope of work set out in the relevant Sales Order, PropertyGuru shall provide you with a revised Sales Order of any increase to the subscription fees or additional fees and charges as set out in the relevant Sales Order.

- 3.8 Data Management Products. In the event that you Purchase the Data Management Products from PropertyGuru as set out in the relevant Sales Order, any agreement between you and PropertyGuru shall be subject to the terms and conditions set out in Section B.

4. PRICE AND PRODUCT REVISIONS

- 4.1 Price. We reserve the right to revise the price of any Product at any time and without prior notice to you:

The revised pricing shall apply when you subscribe for or purchase a new Product, or when you renew an existing Product after its Validity Period. You shall not be subject to the revised price in the event that the revision occurs during the Validity Period of your existing Product. Any revised pricing will apply at the end of the applicable month if the Product is purchased through a monthly subscription.

- 4.2 Product. We reserve the right to:

- a. vary the types and quantities of any add-ons, features and/or other Product that may be offered to you in addition and/or ancillary to your Purchase of a particular Product at any time; and
- b. vary or discontinue any Product at any time without notice to you.

Your continued use of the Platform constitutes your acceptance of such variation and/or discontinuation. Should you object to any such variation and/or discontinuation, your sole option is to terminate this Agreement by giving us thirty (30) days' written notice.

5. PAYMENT

- 5.1 The fees and payment dates for your Product will be specified in the relevant Sales Order and you shall make full payment for the Product in the amount and manner as stated in the Sales Order.

- 5.2 You acknowledge that PropertyGuru is only obligated to activate or allow you to use the Products upon your acceptance of the Agreement and receipt by PropertyGuru of all fees payable in connection with the Purchase being made. You are solely responsible for any payment method that you have chosen and PropertyGuru shall not be held responsible or liable for any damage or loss suffered by you in connection with your chosen payment method.

- 5.3 You shall adhere to the payment method, the payment schedule and/or payment due date, as may be applicable, as set out in your Sales Order or as advised by an authorised sales agent of PropertyGuru.

- 5.4 All Purchases must be supported by an invoice. PropertyGuru may send its invoice to you by email or any other electronic method. The invoice is deemed to be received by you at the time of transmission in readable form. Any failure to receive an invoice does not relieve you of liability for payment of fees by the due date shown on the Sales Order or invoice. In the event that you have made the Purchase through an authorised sales agent of PropertyGuru, please ensure that the authorised sales agent has issued you with a Sales Order upon making the necessary payment. PropertyGuru shall not entertain any claims that are not supported by an invoice.

- 5.5 All prices exclude any Taxes. If any consideration paid to us under or in connection with this Agreement is paid free of Tax, and at any time after such payment we become aware (either by notification from a regulatory authority or otherwise), that an amount of Tax or an additional amount of Tax should have been charged or is applicable to such payment, we will be entitled to recover from you that amount of Tax and

any subsequent amount required to be paid to a regulatory authority (including any amounts required to be withheld from payments made to us and remitted to any regulatory authorities). Such payments must be paid to us within thirty (30) days of your receipt of a notice from us.

- 5.6 In the event that any payment due to PropertyGuru is received subsequent to its due date, late payment interest shall accrue and be payable thereon before as well as after judgment at the Rate of Interest or such other interest rate determined by PropertyGuru in its sole discretion, calculated on a daily basis from the date that payment is due until the date of actual receipt of such payment, including the interest thereto, by PropertyGuru.
- 5.7 In the event that you fail to make payment of any fees due under the Agreement, you acknowledge and agree that PropertyGuru shall be entitled to take any steps against you to recover any fees owed to PropertyGuru, including commencing legal proceedings against you for the recovery of the same. You agree to indemnify and hold harmless PropertyGuru against all costs and expenses, including legal fees, which PropertyGuru may reasonably incur in the taking of such steps.
- 5.8 Unless otherwise specified herein and to the extent permitted by law, there shall be no refund of any fees paid.

6. YOUR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

- 6.1 You shall:
- a. hold all necessary authorisations, licenses, consents, approvals, registrations and/or accreditations necessary in relation to your use of the Products and/or the Platform to, where applicable, publish or disseminate the Content, advertise, sell or lease real estate, properties and property developments (including the licences identified in Section A, Clause 18) ("**Licences**") before using the Products. Without prejudice to the generality of the foregoing, where you are required to obtain any Licences you shall furnish, upon PropertyGuru's request, evidence of such Licences and such other documentation in connection with the same to PropertyGuru as a precondition of being granted access to Products. You acknowledge and agree that PropertyGuru is not obligated to activate your Product if any Licence, is required and not furnished to PropertyGuru. You shall remain liable for all fees and charges, and you shall not be entitled to any refund or compensation for any delay of activation or forfeiture of Product as a result of your failure to provide evidence of any Licences, and/or any other documentation as requested by PropertyGuru;
 - b. be wholly responsible for the Customer Applications and any disclosure, modification, back up or deletion of Content or User Data by or from the Customer Applications;
 - c. in relation to your Authorised Users:
 - i. ensure that the maximum number of Authorised Users that you authorise to access and use the Products shall not exceed the number of subscriptions you have Purchased pursuant to the relevant Sales Order;
 - ii. ensure that your Authorised Users use a secure password for the accounts for the Products and that such password shall be changed periodically as directed by PropertyGuru from time to time, and that each Authorised User shall keep their password confidential;
 - iii. disable, or notify PropertyGuru to disable, any Authorised User's access to the Product promptly

in the event of termination or suspension of such Authorised User's employment or services contract with you, unauthorised use of your account, user ID and/or password, breach of security or compromise of your password and/or username;

- iv. be solely responsible for any actions or omissions that occur under yours or your Authorised User's username and password in relation to the relevant account to use and access the Products, including associated charges, whether by Authorised Users or others.
- d. to the maximum extent permitted by applicable laws, cooperate fully with PropertyGuru in connection with any investigations of any matter relating to the compliance with and/or violations of any applicable laws; and
- e. to the maximum extent permitted by applicable laws, immediately notify PropertyGuru if you become aware of or have any reason to know of any allegations of criminal, anti-money laundering, counter-terrorist financing, fraud, bribery or corrupt practices made against you in court, arbitration or administrative proceedings, or if any investigation is commenced against you in respect of such allegations.

6.2 You shall, and shall procure that your Authorised Users shall:

- a. comply with the Agreement in connection with the use of the Products, in particular Section A, Clauses 6.1. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that you shall remain fully responsible to PropertyGuru for the Authorised Users' acts and omissions in connection with the use of the Products;
- b. ensure that all Content supplied to PropertyGuru is not unlawful or fraudulent, has not been uploaded or provided for an improper purpose and does not contain any discriminatory, defamatory, abusive, inappropriate, obscene or offensive language, is true, current and accurate, and does not provide any false information or misrepresent any law or fact, or overstate or convey a false impression of any relevant information, shall not be disparaging or prejudicial to or shall negatively affect PropertyGuru or its reputation, and/or exploit PropertyGuru's business, and complies with the Acceptable Use Policy; and
- c. comply with the Acceptable Use Policy in relation to the use of the Products; and use all reasonable endeavours to prevent any unauthorised access to, or use of, the Product and, in the event of any such unauthorised access or use, promptly notify PropertyGuru.

6.3 You shall not, and shall procure that your Authorised Users shall not:

- a. allow any subscription to the Products to be used by more than one individual Authorised User;
- b. share the accounts for the Products with any third party and/or transfer such accounts to any third party;
- c. license, sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, provide access, or otherwise commercially exploit, or otherwise make available or provide access to the Products, or any part thereof, to any third party;
- d. edit, adapt, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product, Platform, or any

technology or system used by PropertyGuru in connection with providing the Products, in any form or media or by any means, unless otherwise permitted by any functionality of the Products and/or Platform, and/or agreed in writing by PropertyGuru;

- e. attempt to or de-compile, reverse compile, disassemble, reverse engineer, discover any trade secret contained in or otherwise reduce to human-perceivable form all or any part of the Product or in any technology and/or system used by PropertyGuru in connection with providing the Products;
- f. use any Products to process, transmit or otherwise make available any content and/or material that infringes or misappropriates the Intellectual Property Rights and/or proprietary rights of any third party;
- g. build a product or service using similar ideas, features, functions or graphics to any Products;
- h. save as contemplated by Section A, Clause 3.1 and unless otherwise agreed in writing by PropertyGuru, copy any ideas, features, functions or graphics of any Product or incorporate any portion of any Product into your, the Authorised Users' or any other third party's own programs or compile any portion of any Product in combination with your, the Authorised Users' or any other third party's own programs; and
- i. introduce or permit the introduction of, any Virus and/or Vulnerability into PropertyGuru's network and information systems, including but not limited to the Platform and/or the Products.

6.4 You represent and warrant to PropertyGuru that at all times:

- a. you hold all valid Licence(s) in relation to your use of the Products and/or Platform, and you will not make any representations to your clients that are inconsistent with this Section A, Clause 6.4(a);
- b. you will comply with all applicable laws, rules, regulations, standards, codes and guidelines, including all anti-money laundering, anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement;
- c. you hold a valid Licence if you are placing an advertisement or otherwise submitting or disseminating content/material in your capacity as a housing developer or as a real estate agent in the Country;
- d. you have the right to use and/or input into the Products and/or Platform the Content and grant PropertyGuru the rights in Section A, Clause 11 (Personal Data), without infringing the rights of any third party, (including any third party Intellectual Property Rights or data subject's consent for Personal Data), and without violating any law and all Content submitted by you to PropertyGuru or the Products and/or Platform does not violate or infringe upon any common law or statutory rights of any party including, without limitation, contractual rights, copyright and rights of privacy, and there shall not be contained in or incorporated into the Content and each and every part thereof provided by you to PropertyGuru, the Products and/or Platform, anything which would infringe or misappropriate any Intellectual Property Rights, any other personal or proprietary right, or any publicity or privacy right of any third party and no third party shall have any right to assert any claim of ownership or for infringement or misappropriation of any Intellectual Property Right as to any portion of the Content; and
- e. You will comply with all your obligations set out in the Agreement.

6.5 You acknowledge and agree that:

- a. your and your Authorised Users' ability to use Products may be affected by minimum system requirements or other factors;
- b. you shall be solely responsible for the set-up and configuration of your hardware, equipment, software, network and/or systems and ensuring that they comply with any relevant specifications provided by PropertyGuru from time to time;
- c. you shall be solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your hardware, equipment, software, network and/or systems to PropertyGuru's systems, and you shall be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to such network connections or telecommunications links or caused by the internet;
- d. unless otherwise agreed in writing by PropertyGuru, you shall be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to any Customer Applications and integration of the Products with any Customer Applications, and any such integration shall be at your own risk;
- e. PropertyGuru is under no obligation to review the Content nor maintain back-up copies. PropertyGuru's inclusion of the Content in the Products shall not constitute PropertyGuru's acceptance that such Content complies with the Agreement, and PropertyGuru reserves the right to remove any Content or your access to any Content that does not comply with the Agreement, without notice or liability to you; and
- f. PropertyGuru may reset yours and your Authorised Users' user password(s) from time to time. Further, PropertyGuru is entitled to audit and electronically monitor the number of accesses and the frequency and duration of your Authorised User's activity with the Products and/or request information for you to submit.

7. INTELLECTUAL PROPERTY

- 7.1 Subject to the limited rights and licences expressly granted in Section A, Clause 3.1, you acknowledge and agree that PropertyGuru or its designee owns and retains all rights, titles and interest in and to the Products and Platform, including any and all Intellectual Property Rights, APIs, methods, materials, technologies, tools (including software tools), design code, templates, applications, techniques and other know-how developed by or for PropertyGuru. PropertyGuru or its designee shall own all rights, title and interest, including all Intellectual Property Rights, in and to any Developments.
- 7.2 Except as expressly stated herein, nothing in this Agreement grants you any rights to, under or in, Intellectual Property Rights, or any other rights or licences in respect of the Products and/or Services. Save as otherwise provided for in the Agreement, you may not use any of PropertyGuru's Intellectual Property Rights without PropertyGuru's prior written consent. All other names, products and marks mentioned are the Intellectual Property Rights of their respective owners. All rights not expressly granted herein are reserved to PropertyGuru.
- 7.3 Nothing in this Agreement shall be construed or deemed as granting or providing to you any right, license, interest or permission to use or deal with any Intellectual Property Rights of PropertyGuru in any way including the right to copy, transfer, publish, store or create derivative works or use the same, and the right

to use any of PropertyGuru's Intellectual Property Rights (including registered and unregistered trademarks and trade names) in an unauthorised manner.

- 7.4 You shall own all Intellectual Property Rights in the Content that you have supplied to PropertyGuru for the purposes of using the Products. You acknowledge and agree that you have sole responsibility for the use of any third-party Intellectual Property Rights included in the Content. PropertyGuru shall not be responsible for the legality, reliability, quality, accuracy and/or functionality of the Content in the form in which it is provided to PropertyGuru or as modified upon and in accordance with your instructions for inclusion into any Products.
- 7.5 You hereby grant to PropertyGuru a non-exclusive, non-transferable right during the Validity Period to (a) use your Intellectual Property Rights and/or Content; (b) integrate, interoperate or connect the Products to the Customer Applications; and (c) carry out any acts that would otherwise be restricted by any of your Intellectual Property Rights, whether in the Content and/or all Customer Applications (if applicable) or otherwise, for the purpose of enabling PropertyGuru to:
- a. perform its obligations under the Agreement;
 - b. use your name and logos for marketing or distribution activities, including but not limited to, using such name and logos in PropertyGuru's advertisements, websites and/or other publicity materials for promotions whenever appropriate as determined by PropertyGuru in its sole and absolute discretion;
 - c. provide the Products to you; and
 - d. use, copy, modify, configure and integrate the Content supplied by you for the purposes contemplated by these Terms of Purchase.

8. THIRD PARTY SERVICES AND THIRD PARTY CONTENT

- 8.1 You acknowledge and agree that:
- a. certain features of the Products (or aspects thereof) may incorporate certain services ("**Third Party Services**") provided by third party service provider(s) ("**Third Party Provider(s)**"), and the fullest extent of PropertyGuru's obligations in connection with Third Party Services is to only facilitate the making available of Third Party Services by Third Party Provider(s) (as principal(s) in their own right) to you on a pass-through basis and "as received" by you, and the Third Party Providers' performance of Third Party Services are the sole responsibility of Third Party Providers;
 - b. the Products may display, publish or make available content that is not provided or published by PropertyGuru (including for example, content provided by other users of the Products, information providers, or PropertyGuru's business partners) ("**Third Party Content**"), and further acknowledge and agree that such Third Party Content is the sole responsibility of the person or entity that makes it available, and PropertyGuru is not responsible for such Third Party Content, and PropertyGuru neither has control over the selection thereof, nor does PropertyGuru routinely monitor such Third Party Content. PropertyGuru makes no representations or warranties as to the veracity or accuracy of such Third Party Content, the reproduction and use of which may be governed by the Third Party Content provider's terms of use; and
 - c. any use by you or your Authorised Users of any Third Party Content which is made available through

the Products (including Third Party Content) is entirely at your own risk. PropertyGuru does not verify and is not in a position to verify any other party's rights to submit any content on or through Products, and PropertyGuru takes no responsibility and assumes no liability, whether direct or indirect or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits or any other commercial damages or losses, for any content posted by you, your Authorised Users or any third party, or for your use of the same.

9. INDEMNITIES, EXCLUSIONS AND LIMITATION OF LIABILITY

- 9.1 You shall indemnify and hold harmless PropertyGuru and its Affiliates and its and their respective directors, officers, employees, agents, contractors, third party service providers and partners from and against:
- a. any and all liabilities, actions, proceedings, claims, demands, loss, damage, costs and expenses (including legal expenses), whether direct, indirect or consequential (including any economic loss or other loss of profits, business or goodwill) arising out of or in connection with:
 - i. your use (including use by your Authorised Users) of any Products provided by PropertyGuru to you;
 - ii. the Content, including any Personal Data;
 - iii. any content, material, product or service provided by you to PropertyGuru or its Affiliates, to which members of the public (including users of the Platform) can access (including without limitation, any infringement of any Intellectual Property Right, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices);
 - iv. your violation of the terms and conditions under this Agreement;
 - v. claims from third parties arising out of your cancellation and/or termination of the Agreement;
 - vi. any negligent act, omission or wilful conduct, misconduct or fraud by/of you, your officers, employees, agents, servants or independent contractors; and
 - b. any claim of ownership of the Content and/or all Customer Applications (if applicable), Products, elements thereof, or rights in respect of the same which is adverse to the rights and claims of PropertyGuru or its Affiliates hereunder.
- 9.2 Each indemnity in these Terms of Purchase is a continuing obligation and survives expiry or termination of the Agreement or expiry of any Validity Period.
- 9.3 PropertyGuru limits its liability for breach of any condition, warranty or guarantee that cannot be excluded to (at PropertyGuru's option) resupplying the relevant Products or paying the cost of having the Products resupplied. To the maximum extent permitted by applicable law, in no event shall PropertyGuru's aggregate liability for any claims under or pursuant to the Agreement exceed the aggregate fees actually paid by you for the preceding 12 month period at the point in time when the claim(s) is/are made against PropertyGuru.
- 9.4 Notwithstanding any other provision in the Agreement and to the maximum extent permitted by applicable law, under no circumstances shall PropertyGuru be liable for any direct, indirect, consequential or special loss or damage relating to :-

- a. disruptions or interruptions to the internet that may affect the use of the Product;
- b. errors, delays or technological failures that may prevent PropertyGuru from providing Products, Third Party Service, Third Party Content or related services or continuous operation of the Platform;
- c. loss of or damage to your data or Content;
- d. damage, disruption or injury to your webpage or website;
- e. any delay or failure in performance, service level drops or non-performance arising out of or in connection with the connection of the Products with any Customer Applications, Third Party Service, Third Party Content and/or any infringement of your Intellectual Property Rights or otherwise caused by any third party; and/or
- f. any delay or failure in performance caused by events beyond the reasonable control of PropertyGuru, even if PropertyGuru was advised of the possibility of such damages or if such possibility was reasonably foreseeable.

9.5 To the extent permitted under applicable laws, each party :-

- a. excludes all conditions, warranties and guarantees implied into this Agreement; and
- b. excludes liability for consequential, special or indirect loss or damage (including but not limited to loss of opportunity, loss of revenue, loss of data and loss of profits).

9.6 Each party must take all reasonable steps to minimise any loss it suffers or is likely to suffer and that is the subject of a claim under this Agreement. If a party does not take reasonable steps to minimise that loss, then the other party's liability for the relevant claim will be reduced accordingly).

9.7 We shall not be liable to you for any damages, losses or liabilities arising under this Agreement to the extent that liability is caused by any delay in performance or breach of this Agreement resulting from any matter beyond PropertyGuru's reasonable control (including blackouts, viruses, other defects, delays or failure of the server hosting the Platform or the internet service provider).

9.8 You acknowledge and agree that the disclaimers and exclusions of liability set out in this Agreement represent a fair and reasonable allocation of the risks and benefits of the contract between you and us, taking into account all relevant factors including without limitation the value of the fees and payments provided by you. You further agree that these disclaimers and limitations shall be enforceable to the fullest extent permitted by applicable law in all jurisdictions worldwide.

10. DISCLAIMERS

10.1 You expressly understand and agree that:

- a. your use of the Products, Third Party Service, Third Party Content and any integration thereof with any Customer Application, unless otherwise agreed in writing between PropertyGuru and you, is at your own risk. The Products, Third Party Service and Third Party Content are provided by PropertyGuru on an "as is" basis. PropertyGuru expressly disclaims, to the extent permitted by law, all warranties and conditions, whether express or implied by statute, common law or otherwise, including any warranties of merchantability, fitness for a particular purpose, non-infringement,

currency, reliability, performance, security, continued availability, or inter-operability with other systems or services;

b. PropertyGuru makes no warranty that:

- i. the Products, Third Party Service or Third Party Content will meet your requirements;
- ii. your use of the Products, Third Party Service or Third Party Content will be uninterrupted, timely, secure and error-free;
- iii. the Products, Third Party Service and Third Party Content will be accessible at any time or at all times via the channel selected or used by you;
- iv. the quality of the Products, Third Party Service, Third Party Content, information or other material Purchased or obtained by you from PropertyGuru will meet your expectations;
- v. any errors in the Products, Third Party Service and Third Party Content will be corrected; and
- vi. the information and content provided on the Platform is complete, accurate or current.

10.2 You assume all responsibility for the support, management and connections to and from your Customer Applications. PropertyGuru shall have no liability for, and you shall not be relieved of any obligations under these Terms of Purchase or entitled to any refund, credit, or other compensation due to any unavailability of the Customer Applications or any change in the ability of the Data Management Products to connect or interoperate with the Customer Applications.

10.3 For the avoidance of doubt, no advice or information, whether oral or written, obtained by you from PropertyGuru or its employees or agents shall create any condition, warranty or guarantee not expressly stated in the Agreement.

11. PERSONAL DATA

11.1 It is your responsibility to ensure that all Personal Data, Content and contact details that you provide to PropertyGuru (including the Authorised Users and User Data) are (i) true, accurate and current at all times and that the email address and mobile number you provide to PropertyGuru are functioning and regularly monitored; and (ii) disclosed to PropertyGuru lawfully and without infringing the data subject's consent.

11.2 You grant PropertyGuru and its Affiliates the right to collect, use, disclose, process, store and retain your Personal Data (including any Personal Data of the Authorised Users and User Data) for the purposes as set out in our Privacy Policy and for the purpose of processing by the Products and any related system, internal record management purpose required by PropertyGuru to perform its obligations hereunder or for such other purposes contemplated under this Agreement, or as required under applicable laws or regulations, or otherwise expressly agreed between parties.

11.3 To the extent that PropertyGuru collects, uses, discloses, processes, stores and retains your Personal Data (including any Personal Data of the Authorised Users and User Data) PropertyGuru shall comply with the Data Protection Laws relating to the collection, use, disclosure, processing, storage and retention of Personal Data.

11.4 You undertake that you will comply with all Data Protection Laws. If you provide to PropertyGuru any

Personal Data relating to your Authorised Users, and User Data and any third party, by submitting such information to PropertyGuru, you warrant and represent to PropertyGuru that you have obtained all required consents from the relevant data subject in accordance with the Data Protection Laws, for PropertyGuru to collect, use, process and disclose for the purposes set out in PropertyGuru's Privacy Policy and for the provision of the Products to you, including without limitation, for processing by the Products, internal record management purposes or such other internal business operation purposes as may be undertaken by PropertyGuru or as required under applicable laws or regulations.

- 11.5 Upon termination of these Terms of Purchase, PropertyGuru shall, so far as reasonably practicable, expunge your Personal Data from the Products save and except where PropertyGuru may store or retain, a copy of your Personal Data required for its compliance with internal recordkeeping requirement, audit purpose and/or any statutory requirements to the extent it is required under the Data Privacy Laws.
- 11.6 We may aggregate and de-identify the Content in connection with providing the Products (such that neither you, Authorised Users nor your end customers shall be identifiable as the source) and collect and use "usage data" in order to provide the Products to you and to monitor, analyze, develop upon, maintain, and improve the Products. "usage data" in this Section A, Clause 11.6 shall mean technical logs, account and login data, data and learnings about your or your Authorised User's use of the Products (e.g., frequency of logins, API calls, errors, use of certain features, volume of users). For clarity, usage data does not form part of your Content.

12. TERM AND TERMINATION

- 12.1 The term of this Agreement shall be the duration of the Validity Period unless otherwise agreed by PropertyGuru in writing.
- 12.2 Termination Events. PropertyGuru may immediately terminate any Sales Order and/or the Agreement in full or in part, terminate or suspend your access to all or part of the Platform and/or Products, or remove any of your Content:
- a. if you fail to pay any amount due to PropertyGuru (save for any amount subject to a good faith dispute) under the Agreement within thirty (30) days after the due date or according to the timelines set out in the Sales Order;
 - b. if you commit a breach of any of your obligations under the Agreement (including corresponding Sections);
 - c. if any of the representations or warranties you make pursuant to the Agreement are incorrect (including the representations in Section A, Clause 6 (Your Obligations, Representations and Warranties));
 - d. if required by any law or regulation, or by any enforcement or other government agency or regulatory authority;
 - e. if you or your Content and/or all Customer Applications (if applicable) infringe any Intellectual Property Rights of PropertyGuru or any third party;
 - f. in the event of discontinuance or material modification to the Products, the Platform or part thereof;
 - g. in the event of any unexpected technical or security issues;

- h. in the event of a Security Event;
- i. if you are deemed by any applicable laws to be insolvent or unable to pay your debts, you admit that you are insolvent or unable to pay your debts, or becomes or is declared insolvent or unable to pay your debts;
- j. if you are the subject of any actual, threatened or proposed corporate action, proceedings, or other procedure or step, relating to:
 - i. your insolvency, including but not limited to bankruptcy, liquidation, provisional liquidation, winding up, receivership, judicial management, administration, administrative receivership, moratorium, scheme of arrangement, reorganization, controlled management, dissolution, or any equivalent or analogous proceeding or regime under the laws applicable to the parties;
 - ii. the enforcement of any security over your property, or the repossession of any goods held by you under any chattels leasing agreement, hire purchase agreement or retention of title agreement; and/or
 - iii. the enforcement of any right of re-entry or forfeiture under any of your leases;
- k. if you enter, or intend or propose to enter, into any discussions, negotiations or agreement with one or more of your creditors with a view to the compromise, settlement, composition, extension, readjustment or rescheduling of a substantial portion of your obligations or a class of your obligations;
- l. if you suspend, or intend or propose to suspend, the making of payments relating to a substantial portion of your indebtedness or class of your indebtedness; and/or
- m. if you acquire, are acquired by or merge with another entity which, in PropertyGuru's reasonable opinion, is its competitor. You further agree to promptly notify PropertyGuru in the event of such a merger or acquisition. In the event you acquire, are acquired by or merge with another entity, including an existing customer, separate terms must be negotiated to add or combine any user/user groups.

12.3 Termination Consequences. In the event PropertyGuru terminates your Sales Order and/or the Agreement (in whole or in part):

- a. your and your Authorised Users' access to the Products you have Purchased shall be terminated;
- b. you shall forfeit all unutilised portions of the Product that you have Purchased;
- c. Recovery Fee(s) will be due and payable by you in relation to the unutilised portion of each Product you have Purchased;
- d. your and your Authorised Users' accounts, password, and all information, files, and Content associated with the respective account may be deleted immediately by PropertyGuru and your username and password will be immediately disabled. Any Content deleted by PropertyGuru as a result of termination pursuant to Section A, Clause 12 (Term and Termination) cannot be retrieved; and

- e. you shall be responsible for deleting all Content and Personal Data from the Products and making back-up copy/ies or migrating data of all Content and Personal Data to your repository, prior to the effective date of termination.

12.4 In the event PropertyGuru exercises its right to terminate the Agreement, terminate or suspend your access to all or part of the Products, or remove any of your Content, you shall remain liable for all charges and fees due to PropertyGuru. PropertyGuru shall be under no obligation to refund the whole or any part of any fees paid by you in advance in the event of such termination, suspension and/or removal pursuant to this Section A, Clause 12 (Term and Termination) and you shall not be entitled to any compensation or indemnity, whether for loss of distribution rights, goodwill or otherwise, as a result of such termination, suspension or removal.

12.5 Termination of Agreement shall be without prejudice to any other rights or remedies PropertyGuru may be entitled to under the Agreement, at law or in equity and shall not affect any accrued rights or liabilities nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

13. CONFIDENTIALITY

13.1 You undertake to treat as confidential and keep secret all Confidential Information, provided that this Clause shall not extend to information which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).

13.2 You shall not without the prior written consent of us, divulge any part of the Confidential Information to any person except to any regulatory authorities to the extent as may be required under any applicable laws or regulations.

13.3 You shall indemnify us against any loss or damage which we may sustain or incur as a result of your failure to comply with this Section A, Clause 13.

13.4 You shall promptly notify us if you become aware of any breach of confidence by any person to whom you divulge any of the Confidential Information and shall give us, all reasonable assistance in connection with any proceedings which we may institute against such person for breach of confidence.

13.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any expiry of the Validity Period or termination of this Agreement.

14. FORCE MAJEURE

14.1 Neither party shall be in breach of this Agreement in the event such party is unable to perform its obligations under this Agreement as a result of a force majeure event, which includes acts of God, new statutory enactments or modifications, war or warlike hostilities, pandemics, epidemics, acts of terrorism, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labour, delay in deliveries from sub-contractors, machine failure caused by force majeure, or any other event that is unforeseeable and outside the reasonable control of such party. Except for your payment obligations, upon the occurrence of any force majeure event such party shall be relieved of any obligation under this Agreement as is affected by the force majeure event(s), save that the provisions of this Agreement which are unaffected by the force majeure event(s) shall remain in force.

15. NOTICES

- 15.1 We will send all notices and other communications to you at the email address you have provided to us. It is your sole responsibility to ensure that you provide us with your current contact email address. Communications delivered by email shall be effective upon date of receipt.

16. GENERAL

- 16.1 **Assignment:** You must not assign this Agreement without our prior written consent. We may assign this Agreement at any time, upon written notice to you.
- 16.2 **No Waiver:** No delay or failure by either party to enforce any provision of this Agreement will be deemed a waiver or create a precedent or will prejudice its rights. No waiver by either party will be effective unless it is in writing and signed.
- 16.3 **Severability:** If any provision of the Agreement be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the remaining provisions of the Agreement shall be unaffected and shall remain in full force and effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

17. GOVERNING LAW & DISPUTE RESOLUTION

- 17.1 The Agreement shall be governed by and construed in accordance with the laws of the Country, and any claims or disputes of whatever nature shall be subject to the exclusive jurisdiction of the courts of the Country.

18. COUNTRY UNIQUE TERMS

- 18.1 Where the PropertyGuru contracting entity in the Sales Order is **PropertyGuru Pte Ltd**, then the following country unique terms and conditions shall apply:

- | | | |
|----|------------------------------|---|
| a. | Acceptable Use Policy | means the acceptable use policy as set out in https://www.propertyguru.com.sg/customer-service/acceptable-use , and as may be updated from time to time; |
| b. | Applicable Law(s) | wherever mentioned shall specifically include, without limitation, Singapore's United Nations Act 2001, Prevention of Corruption Act 1960, Corruption, Drug Trafficking and other Serious Crimes (Confiscation of Benefits) Act 1992 and the Terrorism (Suppression of Financing) Act 2002; and Local Privacy Laws; |
| c. | Country | means the Republic of Singapore; |
| d. | Licences | in addition to the meaning in Section A, Clause 6.1(a), Licences shall include a Housing Developer's Licence under Singapore's Housing Developers (Control and Licensing) Act 1965; |
| e. | Local Privacy Laws | means Singapore's Personal Data Protection Act 2012; |
| f. | Privacy Policy | means the privacy policy as set out in https://www.propertyguru.com.sg/customer-service/privacy and as may be updated from time to time; |

- g. **PropertyGuru** means PropertyGuru Pte Ltd (Registration No. 200615063H);
- h. **Rate of Interest** means 5% per annum;
- j. **Terms of Service** means the terms of service as set out in <https://www.propertyguru.com.sg/customer-service/terms-of-service>, and as may be updated from time to time; and
- k. **Third Party Rights** except as expressly set out in the Agreement, means any person who is not a party to the Agreement shall not acquire any rights under the Agreement by virtue of the Contract (Rights of Third Parties) Act 2001 of Singapore or otherwise.

18.2 Where the PropertyGuru contracting entity in the Sales Order is **PropertyGuru International (Malaysia) Sdn Bhd** or **iProperty.com Malaysia Sdn Bhd**, then the following terms and conditions shall apply:

- a. **Acceptable Use Policy** means the acceptable use policy as set out in <https://www.propertyguru.com.my/customer-service/acceptable-use>, and as may be updated from time to time;
- b. **Applicable Law(s)** wherever mentioned shall specifically include without limitation Malaysia's Anti- Corruption Commission Act 2009, Anti-Money Laundering Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Valuers, Appraisers and Real Estate Agents Act 1981, Valuers, Appraisers and Real Estate Agents Rules 1986 and Housing Development (Control and Licensing) Act 1966 and Local Privacy Laws;
- c. **Country** means Malaysia;
- d. **Licences** in addition to the meaning in Section A, Clause 6.1(a), Licences shall include the Advertising Permit and Developer's License issued by the Ministry of Housing and Local Government of Malaysia (*Kementerian Perumahan Dan Kerajaan Tempatan*) and the identification tag issued by the Board of Valuers, Appraisers, Estate Agents and Property Managers;
- e. **Local Privacy Laws** Malaysia's Personal Data Protection Act 2010;
- f. **Privacy Policy** means the privacy policy as set out in <https://www.propertyguru.com.my/privacy>, and as may be updated from time to time;
- g. **PropertyGuru** means PropertyGuru International (Malaysia) Sdn Bhd (Registration No. 201001036744 (920667-W)) or iProperty.com Malaysia Sdn Bhd (Registration No. 200201033185 (600850-K));
- h. **Rate of Interest** means 5% per annum;

- j. **Terms of Service** means the terms of service as set out in <https://www.propertyguru.com.my/terms-of-service>, and as may be updated from time to time.

For the avoidance of doubt, PropertyGuru International (Malaysia) Sdn Bhd and iProperty.com Malaysia Sdn Bhd are not a real estate agency or negotiator under the Valuers, Appraisers, Estate Agents and Property Managers Act 1981.

- 18.3 Where the PropertyGuru contracting entity in the Sales Order is **AllProperty Media Co. Ltd.** then the following terms and conditions shall apply:

- a. **Acceptable Use Policy** means the acceptable use policy as set out in <https://www.ddproperty.com/นโยบายการใช้งานที่ยอมรับได้>, and as may be updated from time to time;
- b. **Applicable Law(s)** wherever mentioned shall specifically include without limitation the Penal Code of Thailand, B.E. 2499 (1956), Act Supplementing the Constitution Relating to the Prevention and Suppression of Corruption, B.E. 2561 (2018), Anti-Money Laundering Act B.E. 2542 (1999), Counter-Terrorism and Proliferation of Weapon of Mass Destruction Financing Act B.E. 2559 (2016);
- c. **Country** means the Kingdom of Thailand;
- d. **Licences** not applicable;
- e. **Local Privacy Laws** Thailand's Personal Data Protection Act, B.E. 2562 (2019);
- f. **Privacy Policy** means the privacy policy as set out in <https://www.ddproperty.com/นโยบายความเป็นส่วนตัว>, and as may be updated from time to time;
- g. **PropertyGuru** means AllProperty Media Co. Ltd. (Registration No. 0105554034437);
- h. **Rate of Interest** means 5% per annum;
- j. **Terms of Service** means the terms of service as set out in <https://www.ddproperty.com/ข้อตกลงและเงื่อนไขการให้บริการเว็บไซต์>, and as may be updated from time to time.

SECTION B: DATA MANAGEMENT PRODUCTS

Unless otherwise agreed by PropertyGuru and you in writing, in addition to Section A, the terms and conditions set out in this Section B shall apply to any Data Management Products Purchased by you from PropertyGuru as set out in the relevant Sales Order.

1. DEFINITIONS

Capitalised terms used but not otherwise defined below in this Section B shall have the meanings ascribed in the above Terms of Purchase. The following words and expressions in this Section B shall have the following meanings unless the context otherwise requires:

- 1.1 **“Data Management Products”** means Brickz, DataSense, Research Data and/or any other tool, platform, dashboard, product or service that manages data processes relating to real estate data, mobility data, market intelligence, market insights, etc as set out in the Sales Order, which PropertyGuru agrees to provide to you in accordance with the Agreement where:
- a. **“Brickz”** means the property data platform (made accessible from <https://www.brickz.my/>) that provides property transaction data of sub-sale properties. For additional terms that apply to Brickz, see the End User Terms as set out in <https://www.brickz.my/terms-of-use/>;
 - b. **“DataSense”** means PropertyGuru’s visual analytics dashboard (made accessible from pg4business.com) that transforms data into actionable insights covering current market trends and unique buyer demographics, which allows you to generate Product Materials;
 - c. **“Research Data”** means data, statistical information and analyses of data relating to real estate in the Country and may include data or information that has been derived, combined or aggregated from one or more data sources whether or not received, from proprietary to or licensed by third parties. Research Data may be made available via the Platform, or any other medium as may be determined by PropertyGuru from time to time;
- 1.2 **“Data Supplier”** means the source and/or supplier of any data or information used, adopted, collected and processed by PropertyGuru including without limitation any public records or real estate regulatory authorities;
- 1.3 **“End User Terms”** means the end user terms and conditions applicable to PropertyGuru’s Data Management Products and published or made available on/via the relevant tool, platform, dashboard, product or service;
- 1.4 **“Product Materials”** means any results, output or any information produced from the use of the Data Management Products, including without limitation, any current or historical data, research, opinion, comparison, assumptions, predictions, conditions, analysis and other data and information as may be contained therein and for the avoidance of doubt, with respect to the Data Management Products, **“Product Materials”** shall exclude any modifications, variations, amendment or alteration made by you to the Product Materials thereafter.

2. SCOPE OF USE

- 2.1 PropertyGuru grants you the rights and licences under Section A, Clause 3.1, in relation to the Data

Management Products and Product Materials, for your own internal use.

- 2.2 In consideration of the licence grant to use and access the Data Management Products, you shall **not**:
- a. create any database, compilation or organised collection of data based upon the Data Management Products, Product Materials or any component thereof;
 - b. use the Data Management Products to compete with PropertyGuru including without limitation, using the Data Management Products to provide, alone or in combination with any other product or services, any services to any third party or any use that causes a reduction or loss of Product sales from an existing or potential customer of PropertyGuru;
 - c. attempt to or actually disrupt, impair, interfere with, alter or modify the Data Management Products and/or API;
 - d. retransmit, distribute, disseminate, sell, publish or circulate charts, data or other information received through the Data Management Products to any third party without PropertyGuru's express prior written consent;
 - e. remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded on any of the Data Management Products (or any component thereof);
 - f. present the downloaded report, information or output in a manner that attributes or associates such data to or with PropertyGuru; or
 - g. make representation that any analysis, manipulation or transformation of data or output of the Data Management Products is authorised by PropertyGuru.
- 2.3 In the event that you wish to distribute the Data Management Products or use the Data Management Products in any way not permitted under this Section B, you must submit a request to PropertyGuru in writing, including the details of the Data Management Products that you intend to use, intent of use, manner of use, time frame of use and identity of the user. PropertyGuru may approve or reject any such request in its sole discretion without providing reasons to you.

3. TRAINING

- 3.1 PropertyGuru shall provide training in the use of the Data Management Products only if such training is set out in the Sales Order. Subject to PropertyGuru's written agreement, PropertyGuru will provide additional training sessions you require beyond the scope set out in your Sales Order in accordance with PropertyGuru's standard applicable rates. You agree that the provision of training is subject to PropertyGuru's availability, payment of fees and all arrangement of training sessions shall be communicated to PropertyGuru within thirty (30) days from the commencement of the Validity Period.

4. USE OF THE DATA MANAGEMENT PRODUCTS

- 4.1 By purchasing, accessing or using the Data Management Products, you acknowledge and agree to the relevant End User Terms, where applicable. Further:
- a. We reserve the right to amend the End User Terms at any time without notice to you, by publishing

any amended End User Terms on/via the relevant Data Management Products.

- b. Your continued use of the Data Management Products following the publication of any amendments on/via the Data Management Products constitutes your acceptance of those amended End User Terms.
- c. In the event you object to any amended End User Terms or other notices published on/via the Data Management Products, your sole option is to terminate this Agreement by giving us thirty (30) days' written notice.

4.2 You agree that PropertyGuru shall not be responsible for any Content which you submit or upload to the Data Management Products or provide PropertyGuru access to. Further, you shall grant PropertyGuru a licence to store, access, modify (but only temporarily to conform with the relevant API), and use the Content to provide the Data Management Products. You acknowledge that PropertyGuru may disclose or provide the Content to third parties in the course of performing PropertyGuru's obligations under these Terms of Purchase, and you further represent, warrant and confirm that PropertyGuru is authorised, to use, copy, modify, configure and integrate the data, and Content supplied by you for the purposes of this Section B. PropertyGuru may provide you with access to the Data Management Products through PropertyGuru's API. Any use of PropertyGuru's API, including use of the API through a third-party product that accesses the Data Management Products will be subject to the terms and conditions of this Section B. You agree to the following:

- a. not to abuse or issue excessively frequent requests to the Data Management Products through the API;
- b. not to use the API except as expressly stated in these Terms of Purchase; and
- c. not to provide the API or any API keys to any person except to an Authorised User.

4.3 You may choose to use your Customer Applications with the Data Management Products, API and/or the Platform and in doing so grant PropertyGuru a licence to connect to the Customer Applications.

5. UPDATES AND MODIFICATIONS

5.1 PropertyGuru may, from time-to-time, upgrade or modify the Data Management Products and/or the Platform. All updates are provided to you pursuant to the terms and conditions of this Section B.

6. YOUR OBLIGATIONS

6.1 You further acknowledge, understand, and agree that:

- a. PropertyGuru is not licensed to provide real estate advice and services and makes no representation in respect of the same;
- b. the Research Data, Product Materials and any other data and information available on the Data Management Products have been compiled from Data Suppliers, User Data and public and private sources believed to be reliable and that PropertyGuru does not independently verify. Any reliance on the Data Management Products shall be at yours or your end user's own risk. The Data Management Products are solely for your general information and shall in no event be deemed to constitute any real estate, taxation, legal, accounting or any other professional advice;

- c. You shall assume the sole responsibility for (i) the selection of the Data Management Products to achieve your intended results, (ii) the use of the Data Management Products and the results attained from such selection and use, including without limitation, any liabilities attributable to any modification, variation, amendment or alteration made by you to the Product Materials.
- d. You hereby release and discharge PropertyGuru and its officers, employees, agents and assigns from and against any liability arising as a consequence of any advice provided in connection with the Data Management Products.

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Updated as of 29 August 2025

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