

**SUPPLEMENTAL TERMS AND CONDITIONS RELATING TO CO-MARKETING SERVICES
TO THE TERMS OF PURCHASE (PRODUCTS AND SERVICES FOR AGENTS AND AGENCIES)**

These Supplemental Terms and Conditions relating to Co-Marketing Services (“**Supplemental Terms**”) are an addendum to the [Terms of Purchase \(Products and Services for Agents and Agencies\)](#) (“**Terms of Purchase**”) and are incorporated by this reference. Together, the Terms of Purchase, these Supplemental Terms and each order form for Co-Marketing Services (each, an “**Order Form**”) constitute the Agreement. Capitalized terms not defined in these Supplemental Terms shall have the same meanings as those set out in the Terms of Purchase.

By signing an Order Form and/or using the Co-Marketing Services, you agree to be bound by these Supplemental Terms.

1. DEFINITIONS

In these Supplemental Terms, unless the context otherwise requires, the following words shall have the following meanings:

“Co-Marketing Services” : means any of the following Product/Service provided by us to you relating to the advertising and/or marketing of the Advertisement Material:

- (a) digital out-of-home advertising campaigns (including billboards);
- (b) social media marketing campaigns;
- (c) banner advertising placements on the PropertyGuru’s Platform and/or iProperty’s Platform, including homepage banners and other advertising placements made available by PropertyGuru and/or iProperty;
- (d) performance marketing campaigns delivered via third-party advertising platforms (such as Meta);
- (e) reporting and analytics services; and/or
- (f) physical advertising materials or other promotional banners displayed at a property.

The Product/Service under paragraphs (a), (b), (c) and (f) above are solely for your corporate and/or personal branding.

“Validity Period” : means the period during which you are entitled to receive and use the relevant Co-Marketing Service.

“Verified Individual” : means an individual who:

- (a) maintains an active Account on PropertyGuru’s Platform and/or iProperty’s Platform; and
- (b) has been issued, and continues to maintain, a verification badge by PropertyGuru and/or iProperty on the relevant Platform.

2. ELIGIBILITY

- 2.1 Co-Marketing Services are available only to Verified Individuals on the PropertyGuru's Platform and/or iProperty's Platform. You must maintain your Verified Individual status throughout the Validity Period of the applicable Co-Marketing Services.

3. CO-MARKETING SERVICES

- 3.1 Notwithstanding any provision to the contrary in the Terms of Purchase, Ad Credits and/or Universal Credits (collectively, "**Credits**") may be utilised and drawn down to obtain Co-Marketing Services in accordance with these Supplemental Terms.
- 3.2 The Order Form sets out the type of Co-Marketing Service and the corresponding number of Credits to be drawn down from your Account in order to obtain such Co-Marketing Service. Upon your acceptance and execution of the Order Form, you authorised us to deduct the corresponding number of Credits from your Account. You agree that such deduction shall be final and irreversible unless otherwise determined by the Company.
- 3.3 The Company reserves the right to determine all aspects of the Co-Marketing Services, and may vary, substitute, restrict or discontinue any Co-Marketing Services at any time with notice to you. Should you object to any such variation, substitution, restriction or discontinuation, your sole option is to terminate the applicable Order Form by giving us thirty (30) days written notice.
- 3.4 You acknowledge and agree that we are not a real estate agency or negotiator, and are not carrying out estate agency practice regulated, under the Valuers, Appraisers, Estate Agents and Property Managers Act 1981 ("**VAEAPMA**").

4. TERMINATION AND VALIDITY PERIOD

- 4.1 The Validity Period of each Co-Marketing Service shall be set out in the applicable Order Form, unless terminated earlier in accordance with these Supplemental Terms or Clause 9.1 or Clause 10.1 of the Terms of Purchase.
- 4.2 The Company shall determine the timing, scheduling, placement and publication of the Advertisement Material relating to the relevant Co-Marketing Services, provided that the relevant Co-Marketing Services are delivered and utilised within the applicable Validity Period.
- 4.3 Where:
- (a) an Order Form is terminated; or
 - (b) any Advertisement Material relating to a Co-Marketing Service is rejected, removed or suspended,
- in accordance with these Supplemental Terms or Clause 9.1 or Clause 10.1 of the Terms of Purchase, we shall not be liable for any loss, damage, costs or expenses arising therefrom, and you shall not be entitled to any refund or reinstatement of any Credits.

5. YOUR OBLIGATIONS

- 5.1 In addition to your obligations under Clause 8.1 of the Terms of Purchase, you shall provide:
- (a) all content, materials, information and approvals (if applicable) required by the Company; and
 - (b) such assistance, participation and cooperation as may be reasonably required by the Company and/or any subcontractor engaged by the Company in connection with the relevant Co-Marketing Services ("**Subcontractor**"),

in each case for the creation, production, publication and fulfilment of the Advertisement Material relating to the applicable Co-Marketing Services.

5.2 We shall not be liable for any delay and/or non-fulfilment of any Co-Marketing Services arising from:

- (a) your failure to provide the content, materials, information, approvals, assistance, participation or cooperation required under Clause 5.1;
- (b) any Advertisement Material, information or materials provided by you being inaccurate, incomplete or non-compliant with the Company's requirements; or
- (c) your failure to comply with any requirements of the Company, including any requirements communicated by any Subcontractor on the Company's behalf, in respect of the relevant Co-Marketing Services.

5.3 Any delay or non-fulfilment of a Co-Marketing Service arising from Clause 5.2 shall not entitle you to any refund or reinstatement of any Credits deducted in respect of the relevant Co-Marketing Service.

6. INTELLECTUAL PROPERTY

6.1 All Advertisement Materials created, produced, published and/or fulfilled in connection with the Co-Marketing Services are our property. We retain all right, title and interest in such Advertisement Materials, including all Intellectual Property Rights therein.

6.2 You shall not, and shall not permit any third party to, reproduce, modify, adapt, distribute, publish, display, update, post, transmit, hyperlink, exploit or otherwise use any Advertisement Material created, produced, published and/or fulfilled in connection with the Co-Marketing Services without the Company's prior written consent and, where applicable, the consent of the relevant Intellectual Property Rights owner. For the avoidance of doubt, the restrictions set out in this Clause shall not apply to our Subcontractors when using any such Advertisement Material for the purposes of providing the Co-Marketing Services.

7. DISCLAIMERS

7.1 You represent, warrant and undertake that you shall not use the Co-Marketing Services, nor engage in any activity, practice or conduct that causes, or is reasonably likely to cause, us to breach any applicable laws, regulations, guidelines, including without limitation the VAEAPMA. You undertake to fully indemnify us against any and all losses, liabilities, claims, penalties, fines, costs and expenses suffered or incurred by us arising out of or in connection with any breach of this Clause 7.1.

7.2 To the fullest extent permitted by law, we exclude all and any conditions, warranties and guarantees relating to the performance of any Co-Marketing Services, including the number or quality of impressions, views, reach, engagement, clicks, enquiries, leads, conversions or sales generated.

7.3 You acknowledge that we have no control over the policies, practices, algorithms or operational decisions of third-party platforms, media owners or other service providers used in connection with the Co-Marketing Services. Accordingly, the delivery, timing and performance of the Co-Marketing Services may be affected by the acts, omissions, requirements or restrictions of such third parties, and we shall not be responsible for any delay, disruption, modification or failure in the delivery or performance of the Co-Marketing Services to the extent arising from such matters.

In such circumstances, you shall not be entitled to any refund or reinstatement of any Credits deducted in respect of the relevant Co-Marketing Service.

8. MISCELLANEOUS

- 8.1 In the event of any inconsistencies or conflict between the provisions of the Terms of Purchase, these Supplemental Terms and Order Form, the order of precedence shall be (a) Order Form; (b) these Supplemental Terms; and (c) the Terms of Purchase.
- 8.2 For the avoidance of doubt, by signing the Order Form, you agree to be bound by these Supplemental Terms. These Supplemental Terms are incorporated by reference into and form part of the Order Form, and no signature on these Supplemental Terms is required.

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