TERMS OF PURCHASE

PRODUCTS AND SERVICES FOR INDIVIDUAL ADVERTISERS, AGENTS AND AGENCIES

These Terms of Purchase (Products and Services for Individual Advertisers, Agents and Agencies) apply to individual advertisers, agents and agencies (excluding developers or other corporate advertisers) who purchase products and/or services from AllProperty Media Co. Ltd. relating to *http://www.ddproperty.com/*.

SECTION A: GENERAL TERMS

1. INTRODUCTION

1.1 By purchasing, accessing or using the Product/Service (defined below) from the Company (defined below), you conclude a legally binding agreement with us, which consists of:

a. these Terms of Purchase, including Section A (General Terms) and Section B (Product/Service), hereto;

b. our Privacy Policy, Terms of Service and the Acceptable Use Policy (defined below);

c. the Sales Order; 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) or on AgentNet described in Section B (Product/Service).

1.4 Your continued use of the Platform and/or any Product/Service following the publication of any amendments on the Platform or AgentNet described in Section B (Product/Service) constitutes your acceptance of those amended Terms of Purchase.

1.5 If 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.

1.6 We are not a real estate agency nor broker and are not involved in any discussions or negotiations with the potential purchasers/tenants in respect of the Listings (defined below), which are to be

carried out directly between the potential purchasers/tenants and you and/or your authorised representative(s).

2. DEFINITIONS

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

2.1 "**Acceptable Use Policy"** has the meaning set out in Section B (Product/Service);

2.2 "**Agreement**" has the meaning set out in Section A, Clause 1.1 above;

2.3 "**Advertisement Material**" or "**Listings**" mean any listing or advertisement material or content placed by you or which you authorise or request us (in writing or verbally) to publish or upload on your behalf on the Platform or any online or offline medium that advertises real estate property (residential or commercial), project launches, property developments or personal/corporate branding and/or any other services or products or property related ancillary services that we may allow you to advertise or promote from time to time;

2.4 "**Company**" "**We**", "**Us**", "**Our**" means the contracting entity stated in your Sales Order from whom you purchase the Product/Service and is AllProperty Media Co. Ltd for Product/Service purchased in relation to http://www.ddproperty.com/*;*

2.5 "**Company's Content"** shall have the meaning assigned in Section A, Clause 14.1;

2.6 "**Competitors**" has the meaning set out in Section A, Clause 8.1(c)(iii), below;

2.7 "**Confidential Information**" means all information which is expressly marked as confidential or which is manifestly of a confidential nature or which is confirmed in writing to be confidential within seven (7) days of its disclosure, including without limitation confidential information contained or embodied in the Product/Service, all confidential information conveyed to you by training, the business structure, financial model, pricing policy, marketing strategies, customer and employee details and the Company's Intellectual Property Rights;

2.8 "**Identity Verification**" means any identity verification processes which we implement or require of yourself, your representatives and/or Account user(s), including but not limited to our Electronic Know Your Customer process;

2.9 "**Indemnified Party"** shall have the meaning assigned in Section A, Clause 13.1;

2.10 "**Intellectual Property Rights**" means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights to use and protect the confidentiality of confidential information (including, but not limited to know-how and trade secrets), trademarks, geographical indications, service marks, trade names, design rights, rights in get-up and trade dress, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, mask works, topography rights, the right to sue for infringement, unfair competition and passing off, all similar rights of whatever nature wherever in the world arising, in each case: (a) whether registered, unregistered, existing by actual protection measures or by

implication under law, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future, and (e) wherever existing;

2.11 "**Personal Information**" includes any personally identifiable information within the meaning of local privacy laws and includes name, identification number (including national identification and/or passport number), address, telephone number and email address;

2.12 "**Platform**" means the website identified in Section B (Product/Service) and its related desktop website, mobile website, mobile applications (including mobile phone, tablet and wearable applications) and related systems tablet and apps and any other website that we operate and which we allow you to post or upload your Advertisement Material;

2.13 "**Privacy Policy**" has the meaning set out in Section B (Product/Service);

2.14 "**Product/Service**" may include any of the following products or services or a combination thereof which is purchased, subscribed or ordered by you or made available to you from us in the Sales Order or the Platform:

a. access to our Product/Service to manage your Advertisement Material on the Platform;

b. subscription to display your Advertisement Material on the Platform;

c. the Product/Service set out in Section B (Product/Service); and

d. any associated or ancillary service we agree in writing to provide to you.

2.15 "**Renewal Period**" means the period beginning one (1) month before and ending one (1) month after the expiry date of the Validity Period of a Product/Service for a subscription package;

2.16 "**Sales Order**" means the sales order, sales order agreement, order receipt, or any other related documents (electronic or otherwise) that confirms your agreement to purchase, subscribe, access and/or use our Product/Service;

2.17 "**Tax**" means all forms of taxes, duties (including any applicable stamp duties), imposts, charges, withholdings, rates, levies, Value Added Tax (VAT), Sales and Service Tax (SST), Goods and Services 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;

2.18 "**Terms of Purchase**" means all of the terms and conditions as set out herein under these Terms of Purchase;

2.19 "**Terms of Service**" has the meaning set out in Section B (Product/Service);

2.20 "**Validity Period**" means the period during which any and all Products/Services shall be valid as described in Section B (Product/Service);

2.21 "**You/**yo**ur**" means you, the person or entity purchasing the Product/Service and entering into this Agreement with us, comprising of individual advertisers, real estate agents and/or real estate agencies.

3. VALIDITY PERIOD

3.1 This Agreement takes effect upon the earlier of (a) the date you sign the Sales Order or click 'Approve' using the link shared by email provided that you have submitted payment or (b) your commencement of use of any Product/Service.

3.2 A Product/Service shall be valid for the relevant Validity Period, unless otherwise specified by the Company in the relevant Sales Order or in writing.

3.3 Upon expiry of the Validity Period of a Product/Service:

a. for a subscription package, your Account (as described in Section B (Product/Service)) may be deactivated and access to your remaining Products/Services may be disabled even though their respective Validity Periods have not expired, subject to paragraphs (b) and (c) below;

b. notwithstanding paragraph (a), you may continue to access your Account and your remaining Products/Services until the end of their respective Validity Periods PROVIDED THAT you purchase a Product/Service for a subscription package during the Renewal Period. For the avoidance of doubt, access to and use of any remaining Product/Service is conditional upon your having an active Account; and

c. subject to paragraph (b), if any Product/Service has not been fully utilized by the end of the Validity Period, the un-utilised portion of such Product/Service shall be automatically forfeited without notice to you and cannot be carried forward to any subsequent Product/Service purchased by you. Notwithstanding any such forfeiture, you shall remain liable for all Product/Service fees and you shall not be entitled to any refund or compensation for any un-utilised Product/Service from us.

3.4 Except where this Agreement expressly permits termination, no cancellation of a Sales Order will be entertained and no refund will be provided.

4. PRICE AND PRODUCT REVISIONS

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

The revised pricing shall apply when you subscribe for or purchase a new Product/Service, or when you renew an existing Product/Service 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/Service. Any revised pricing will apply at the end of the applicable month if the Product/Service 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/Service that may be offered to you in addition and/or ancillary to your purchase of a particular Product/Service at any time; and

b. vary, develop or discontinue any Product/Service at any time without notice to you.

Your continued use of the Platform constitutes your acceptance of such variation, development and/or discontinuation. If you object to any such variation, development 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/Service will be specified in your Sales Order and you shall make full payment for the Product/Service in the amount and manner stated in the Sales Order.

5.2 We shall only be obliged to activate or allow you to use Product/Service upon your acceptance of this Agreement, your completion of Identity Verification to our satisfaction and our receipt of your full payment of all applicable fees and charges for the relevant Product/Service (including, where applicable, as set out under the applicable Sales Order), unless otherwise agreed in writing by the Company.

5.3 At our discretion, we may send invoices/Sales Orders to you by email or direct you to access such documents by such other electronic method as we notify to you. Upon our request you will advise us of an email address to which we may send your invoices. It is your responsibility to ensure that email address is accurate, is up to date, is functioning properly and is regularly monitored by an authorised person on your behalf. It is also your responsibility to advise us of any changes to the email address to which invoices should be sent. If an email address notified by you ceases to function properly or otherwise should be amended, you will promptly provide an alternate email address for the purpose of receiving invoices/Sales Order. Invoices/Sales Orders are deemed to be received by you on the day immediately following the date shown by our email system as the sent date. Any failure to receive an invoice does not relieve you of liability for payment of fees by the due date shown on the invoice or applicable electronic method.

5.4 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. In addition, where local law requires this Agreement to be stamped, you shall be responsible for arranging the stamping of this Agreement with the relevant authority in accordance with applicable laws and shall bear the cost of stamp duty on this Agreement and its related costs and expenses.

5.5 In the event that any payment due to us, 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 5% per annum, or such other interest rate as we determine in our 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.

5.6 In the event that you fail to make payment of any fees due under these Terms of Purchase, you acknowledge and agree that we shall be entitled to take such steps against you to recover any fees owed to us including commencing legal proceedings against you for the recovery of the same. You agree to indemnify and hold us harmless against all costs and expenses, including legal fees, which we may reasonably incur in the taking of such step.

5.7 We may, from time to time, issue you a Product/Service in the form of credits (such as Ad Credits, re-listing credits, etc as described in Section B (Product/Service)) that may be used to offset the fees payable for the purchase of certain Product/Service. We reserve the right, at any time during the Validity Period, to vary the pricing, quantity and type of credits that may be used to offset the fees

payable for certain Product/Service and such variation shall come into effect immediately and without prior notice and/or reference to you. Any variation to the credits that may be used to offset the fees payable for a certain Product/Service will be visible to you on AgentNet described in Section B (Product/Service).

5.8 We reserve the right at any time, to charge subscription fees for access to the Product/Service or any part or content thereof or for the use of any special feature comprised therein.

6. DATA PRIVACY AND CONFIDENTIALITY

6.1 Data Privacy

a. You agree to our collection, record, use, disclosure, processing, storage, and handling of the Personal Information provided by you (or on behalf of your employees, officers, agents or representatives), in accordance with our Privacy Policy. You also agree for us to disclose and display relevant Personal Information on the Platform for users to contact you regarding your Listing(s) and/or Product/Service.

b. Following completion of any transaction with you, we may use your Personal Information for the purposes of publicising or sharing our products and services to you or contacting you to obtain feedback unless you expressly notify us in writing via email to dpo-th@ddproperty.com that you no longer wish to receive such information on our Product/Service or be contacted by us.

c. You (or your employees, officers, agents or representatives) may unsubscribe from any direct marketing communications according to the unsubscribe facility within the communications. Alternatively, you (or your employees, officers, agents or representatives) may withdraw consent from the use of the Personal Information in accordance with the Privacy Policy.

d. If you are providing Personal Information to us on behalf of any of your employees, officers, agents or representatives, then you warrant that you have obtained prior consent from such employee, officer, agent or representative for us to use and to provide for use by our group of companies and partners, his/her Personal Information in the manner set out here.

e. You shall ensure that information for your Account (where applicable) and Personal Information that you provide to us are true, accurate, current and complete at all times and that the email address and mobile number you provide to us are functioning and regularly monitored. You shall promptly advise us of any changes to your Personal Information. We shall not be responsible for your failure to receive invoices, Product/Service or other information from us if such failure is due to an error in the Personal Information that you have provided. We are not obliged to reissue, amend or terminate any Sales Order to correct errors or omissions in your personal or billing information.

f. If you provide us any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and/or refuse any and all current or future use of the Product/Service (or any part thereof).

6.2 Confidentiality

a. 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).

b. 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.

c. You shall indemnify us against any loss or damage which we may sustain or incur as a result of your failure to comply with such undertaking in this Section A, Clause 6.2.

d. 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.

e. 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.

7. YOUR WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGMENTS

7.1 You represent and warrant to us that at all times during this Agreement:

a. you have read and agree to be bound by this Agreement;

b. you are at least 20 years old and have full capacity, right, power and authority to form a binding contract or agree to this Agreement in order to use and access the Product/Service;

c. you will successfully complete any Identity Verification, know-your-customer (KYC) or other verification procedures required by us as a condition of accessing or using the Product/Service, including before posting any listing or advertisement on the Platform, and provide all information and supporting documents reasonably required for such purposes;

d. you hold all necessary legal, regulatory and governmental authorization, licenses or accreditation to advertise, sell or lease all listings for real estate, properties and project launches that you display on the Platform using the Product/Service;

e. you shall have full authority, right and power to provide us with any material, listing or advertisement material which will be displayed on the Platform as Advertisement Material and to grant us the licences under Section A, Clause 7.2(a) below;

f. the material, listing or advertisement material supplied by you and which are displayed on the Platform as Advertisement Material, does not infringe any proprietary rights and Intellectual Property Rights of any third party;

g. you will not make any representations to such property owner or vendor that are inconsistent with Section A, Clause 7.1(c) above;

h. you are the property owner, or have authority from the property owner or vendor to advertise, sell or lease all listings for real estate, properties and project launches that you display on the Platform using the Product/Service and have the proper authority in place as

may be required by applicable laws and regulations;

i. you will comply with all of your obligations set out in Section A, Clause 8 below;

j. if you are signing the Sales Order on behalf of a company, that you are authorised to bind that company to this Agreement;

k. Where you purchase a Product/Service to generate consumer enquiries and leads from your Advertisement Materials and/or Listings hosted on our Platform as set out in the relevant Sales Order ("**Lead** Enquiries"), you undertake that you will only collect, use, disclose and store Personal Information obtained through use of our Product/Service, including through Lead Enquiries generated by users submitting enquiries on our Platform, for the sole purpose of contacting the person enquiring in relation to their specific enquiry or in accordance with the applicable Personal Information collection statement. You will not transfer, offer to sell and/or sell these Lead Enquiries to third parties and will destroy or de-identify them once they are no longer needed for the purpose for which they were provided to you (unless you obtain consent from the users otherwise). We reserve the right to change any Lead Enquiry availability period and to de-identify or remove the Personal Information contained in these Lead Enquiries at any time to meet our obligations under applicable laws; and

l. you acknowledge and confirm that under Thailand's Hotel Act B.E. 2547 (2004), service fee for accommodations must be charged on a monthly basis at minimum for landlord who does not hold a hotel business licence, and you will ensure that any private residential property you lease comply with this requirement.

7.2 You acknowledge and agree that at all times during this Agreement:

a. in consideration of us granting you the right to display your Advertisement Material on the Platform and providing the other services under this Agreement, you grant us the licence set out in Section A, Clause 14.4 in respect of all Advertisement Material, content or material you provide to us during the Validity Period;

b. we will use reasonable endeavours to provide you with continuous operation of the Platform and the Product/Service we provide, however we cannot guarantee this and technological failures or delays may prevent us from doing so;

c. where you have provided us with your Personal Information or your employees have provided us with their Personal Information (verbally or in writing, including by the provision of a business card to our employees), we may contact you and your employees from time to time in relation to Product/Service offered by us or our business partners and you authorise us:

i. to contact you or your employees via phone, email, text message, push notifications and other electronic media, unless you explicitly request us not to contact you via these methods; and

ii. to contact you or your employees via any of these methods without including an unsubscribe facility, to the extent permitted by law.

7.3 You acknowledge and agree that this Agreement is entered into for your business and/or commercial purposes only, and not for your personal, domestic or household purpose, use or consumption.

8. YOUR OBLIGATIONS

8.1 Your obligations to us are as follows:

a. you will only upload Listings to the Platform yourself. You will not allow anyone else to use your subscription and/or the Product/Service to upload Listings on the Platform (except for the Company upon the terms and conditions of this Agreement);

b. you will comply with the Company's Privacy Policy, Terms of Service and the Acceptable Use Policy (as varied from time to time);

c. you will ensure for any statement you make to us or any content or material supplied by you (including content uploaded to the Platform):

i. is not unlawful;

ii. is not uploaded for an improper purpose;

iii. does not: (A) advertise on behalf of our competitors (collectively "**Competitors**"); (B) include, branding, logo, display or link to any Competitor's listing, advertisement material or platform (such as desktop website, mobile website, mobile application etc.); or (C) compete with us in any manner that we have not specifically authorised;

iv. does not include any Competitor's watermark;

v. is not misleading or deceptive or likely to mislead or deceive (including for the reason that the branding on a listing would, or would be likely to, mislead or deceive consumers about your company or individual agent that was responsible for selling the relevant property);

vi. does not include information that is defamatory, fraudulent, in breach of copyright or would otherwise expose us to any liability, legal proceedings or other sanction;

vii. does not include any content, material or photographs posted or provided by another user of the Platform without their permission;

viii. does not contain links or references to third party websites which provide auctioneering or advertising services or are otherwise unrelated to the Advertisement Material; and

ix. complies with all applicable laws, rules, regulations and conditions of any of your applicable licences relating to the placement of your Advertisement Material, whether in the jurisdiction in which the Advertisement Material is placed, or the jurisdiction in which the targeted audience of the Advertisement Material, resides;

d. you will comply with all applicable laws, including without limitation, laws relating to

consumer protection, competition, local fair-trading legislation, real estate agent, data privacy, and any other applicable advertising standards and regulations;

e. you will comply with any guidelines and codes issued by your local and national body for your type of organisation;

f. you will ensure that you and all employees of your company will treat our employees with courtesy at all times and not threaten, harass, abuse, assault, use offensive language towards, defame or repeatedly and unnecessarily contact our employees, contractors or agents or otherwise cause them distress or discomfort;

g. you will ensure that you do not use our registered or unregistered trademarks for any purpose that we have not previously approved in writing or in a manner that is likely to mislead individuals into believing there is an association between your brand and our brand, other than that of customer and service provider, without our prior written consent; and

h. you shall not use any third-party software, hacks, mods or any method whatsoever to access, crawl or collect any information or data from the Product/Service. Neither shall you use any software that intercepts, "mines" or otherwise collect information from or through the Product/Service.

8.2 In relation to use of any account to access the Platform or Product/Service:

a. In the case where you are an individual, only you may access the Product/Service using your username and password. In the case where you are a legal entity, only your authorised representative may access the Product/Service using your username and password. You shall not share your account with a third party or transfer your account to a third party.

b. We reserve the right to require you to reset your user password from time to time. We further reserve the right to audit and electronically monitor the number of accesses and the frequency and duration of your activity with the Product/Service and/or request information for you to submit to us.

c. You acknowledge that the transmission of information over the internet and other network services is inherently insecure, and we cannot guarantee the privacy or security of any information transmitted over the internet and other network services. You should take the necessary security measures (such as changing your password regularly) to protect such information and you shall use your best efforts to prevent unauthorised access to your account. You shall immediately notify us if you discover any unauthorised use of your account, user ID and/or password or any other breach of security.

9. TERMINATION OR SUSPENSION BY US

9.1 Without limiting our other rights, we may immediately terminate this Agreement and/or the Sales Order or suspend your use and access to the Product/Service, your Account and/or the Platform if:

a. you fail to pay any fees or charges due to us within thirty (30) days after the due date or according to the timelines set out in AgentNet described in Section B (Product/Service) or the Sales Order (as applicable);

b. you cease to be engaged by an estate agency where such engagement is required under our

eligibility requirements;

c. you fail to satisfy our validations, checks and assessments required by us from time to time, including but not limited to Identity Verification;

d. any of your warranties or representations in Section A, Clause 7.1 are incorrect;

e. you are in breach of this Agreement (whether or not the breach is material) and fail to rectify the breach within seven (7) days of us giving you notice of the breach and requiring that it be remedied;

f. if required by any law or regulation, or by any enforcement or other government agencies or regulatory authorities;

g. if you, or your Advertisement Material, infringe any Intellectual Property Rights of ours or any third party;

h. if you have engaged in any fraudulent, unlawful or illegal activities;

i. if (i) you cease to carry on business, (ii) you are declared insolvent or bankrupt, (iii) you enter into or become the subject of any resolution, order or proceeding related to your liquidation, insolvency or receivership, (iv) an administrator, receiver or administrative receiver is or is likely to be appointed in relation to you or any of your assets, or (v) you enter into any arrangement or composition with or for the benefit of your creditors;

j. you die, or are incapacitated to the extent that you no longer comply with Section A, Clause 7.1(b), or if you are in a partnership, are dissolved or an application to dissolve is filed, or if you are a company, are wound up or an application for winding up is filed;

k. you acquire, are acquired by or merge with another entity which, in our reasonable opinion, is our Competitor;

l. in the event of discontinuance or material modification to the Platform or our Product/Service or part thereof;

m. in the event of any unexpected technical or security issues;

n. or we reasonably believe termination is advisable to protect the Company, the Platform or third parties.

9.2 In the event that we exercise our right to suspend your use and access to the Platform pursuant to Section A, Clause 9.1 above, you remain liable for all subscription and Product/Service fees until the termination or expiration of this Agreement. We will not refund and/or compensate you, in the event that your use and access to the Platform or the Product/Service is suspended or terminated under Section A, Clause 9.1.

9.3 We reserve our rights and remedies.

10. TERMINATION BY YOU

10.1 In addition to any other termination rights under this Agreement, you may terminate this Agreement and/or the Sales Order by giving us thirty (30) days' written notice if:

a. we are in material breach of any of our obligations under this Agreement and fail to rectify the breach within thirty (30) days of you giving us notice of the breach and requiring that it be remedied;

b. we enter into bankruptcy, liquidation, provisional liquidation, administration, receivership, receivership and management, a composition of arrangement with our creditors, or appoint a receiver, manager or controller over all or any part of our assets, or are protected from creditors under any statute, or become or are deemed to become insolvent; and/or

c. we are wound up or an application for winding up is filed.

11. EFFECT OF TERMINATION OR SUSPENSION

11.1 Suspension of your use and access to the Platform pursuant to Section A, Clause 9.1 or termination of this Agreement pursuant to Section A, Clauses 9.1 and 10.1, shall not:

a. relieve you of your liability to pay fees up to the effective time of termination and, for the avoidance of doubt, invoices will still be issued and payable for periods of suspension and during notice periods leading to termination;

b. relieve either party of its accrued obligations and liabilities pursuant to this Agreement which may be enforced before or after termination; or

c. waive any accrued rights in respect of any breach of this Agreement by either party.

11.2 We may at our sole discretion, decide not to enter into a new agreement with you if you have previously terminated an Agreement or contract of any type with us.

11.3 The sums payable by you on termination shall be a debt due to us payable within thirty (30) days of notice of termination.

11.4 As a consequence to termination of any Sales Order or this Agreement:-

a. Your access to the Product/Service and Platform shall cease and be terminated;

b. You shall forfeit all unutilised portions of the Product/Service under the relevant Sales Order or Agreement;

c. We shall be entitled in our sole discretion to delete your account and all related information, passwords, files, and content associated with or inside such account, including where applicable your AgentNet account described in Section B (Product/Service) and/or any other account on the Platform; and

d. You shall not be entitled to any refund (whether in whole or in part), compensation or indemnity, whether for loss of distribution rights, goodwill or otherwise.

12. EXCLUSIONS AND LIMITATION OF LIABILITY

12.1 You expressly understand and agree that:

a. Your use of any Product/Service is at your own risk. We provide the Product/Service on an "as is" basis. We expressly disclaim, to the extent permitted by law, all warranties and conditions, whether express or implied by statute, common law or otherwise, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement;

b. We make no warranty that:

i. our Product/Service will meet your requirements;

ii. our services will be uninterrupted, timely, secure and error-free;

iii. our Product/Service will be accessible at any time or at all times via the channel selected or used by you;

iv. the quality of any Product/Service, information or other material purchased or obtained by you will meet your expectations;

v. any errors in the Product/Service will be corrected; and

vi. the information and content provided on the Platform is complete, accurate or current.

12.2 Subject to Section A, Clause 12.3 below, to the extent permitted under applicable laws, each party:

a. excludes all conditions, warranties and guarantees implied into this Agreement;

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); and

c. limits its liability for breach of any consumer guarantee, condition or warranty that cannot be excluded to (at the party's option) resupplying the relevant service or paying the cost of having the relevant service re-supplied.

12.3 We exclude all and any conditions, warranties and guarantees relating to the number of users, impressions and clicks generated by your Advertisement Material or Listings on the Platform. Further, we make no guarantees, warranties or representations that your Advertisement Material or Listings will be displayed on any user's search results on the Platform.

12.4 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.

12.5 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 (a) any delay in performance or breach of this Agreement resulting from any matter beyond its reasonable control (including blackouts, viruses, other defects, delays or failure of the server hosting the Platform or the internet service provider); or (b) your Advertisement Material or Listings.

12.6 We limit our liability for breach of any condition, warranty or guarantee that cannot be excluded to (at our option) resupplying the relevant Product/Service or paying the cost of having the Product/Service resupplied. In no event shall our aggregate liability for any claims under or pursuant to this Agreement exceed the aggregate fees actually paid by you to us for the 12-month period, immediately preceding the event that gave rise to your claim against us.

12.7 Notwithstanding any other provision in this Agreement to the contrary and to the extent permitted by applicable law, under no circumstances shall we be liable for any direct, indirect, consequential, exemplary or special damages, nor for damages for loss of profit, goodwill, use, data, other tangible losses or any loss or damage relating to:

a. the content or the quality, or any error or omissions in the publication of any Advertisement Material;

b. disruptions or interruptions to the internet that may affect your Advertisement Material;

c. errors, delays or technological failures that may prevent us from providing Product/Service or related services or continuous operation of the Platform;

d. loss of your data or Personal Information;

e. damage, disruption or injury to your Advertisement Material, webpage or website;

f. any delay or failure in performance due to or caused by events beyond our reasonable control, even if we were advised of the possibility of such damages or if such possibility was reasonably foreseeable;

g. unauthorised access to or alternation of your transmission or data;

h. statements or conduct or any third party on the Platform; and

i. any other matter relating to the Platform.

12.8 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.

13. INDEMNITY

13.1 You agree to indemnify us and our subsidiaries, officers, employees, agents and/or other parties ("**Indemnified Party**") against any and all liabilities, actions, proceedings, claims, demands, direct, indirect or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and client basis) incurred or suffered by any Indemnified Party arising out of or in connection with:

a. use, act or omission in relation to the Platform or any Product/Service by you or your representative;

b. content or material uploaded or submitted by you in connection with this Agreement, which may or may not be published on the Platform;

c. any content, material, product or service provided by you to us to which members of the public (including users of the Platform) can access (including without limitation, any Intellectual Property Rights or industrial property rights, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices);

d. Your violation of the terms and conditions under this Agreement;

e. claims from third parties arising out of your termination of this Agreement and/or any Sales Orders;

f. any negligent act, omission or willful conduct, misconduct or fraud by you, your officers, employees, agents, servants or independent contractors; and

g. any claim of ownership of the Product/Service, or rights in respect of same which is adverse to our rights and claims hereunder.

13.2 For the avoidance of doubt, you shall also indemnify us against any and all liability, loss, damage, costs and expenses which we or a third party may incur or suffer whether direct or consequential (including any economic loss or other loss of profits, business or goodwill) as a result of any dispute or contractual, tortious or other claims or proceedings brought against us by a third party alleging infringement of its Intellectual Property Rights by reason of your use or exploitation of the Product/Service, and/or publication of the Advertisement Material.

13.3 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement for whatever reason.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 You expressly agree that this Agreement shall not be deemed an agreement of sale. All materials published or available on the Platform including but not limited to, text, graphics, photographs, designs, code, data, compilations and/or software (collectively, "**Company's Content**") are our property or the property of our content suppliers. We (and our content suppliers, as applicable) retain all right, title and interest in the Company's Content, including all Intellectual Property Rights therein. No Company's Content may be reproduced, modified, adapted, distributed, published, displayed, updated, posted, transmitted or hyperlinked in any manner and in any form without our express, prior written approval, and the approval of the respective copyright and trademark holders.

14.2 You may not engage in any dealings with other parties regarding the Platform and Company's Content. Such dealings include commercial dealings and dealings which will adversely affect the commercial value of the Platform.

14.3 You hereby grant us a non-exclusive and royalty-free license to use and adopt your logo, trade name, brand name and trademarks for marketing, distribution and publicity purposes and this licence survives the termination of this Agreement.

14.4 In consideration of us providing any Product/Service to you, you grant us an irrevocable, perpetual, transferable, world-wide, royalty-free licence to use, copy, commercialise, license to third parties and adapt for any purpose related to our business, any content or material you upload to the Platform or otherwise provide to us. This licence includes the Advertisement Material referred to in Section A, Clause 7.2(a) and survives termination of this Agreement.

15. ASSIGNMENT

15.1 You must not assign this Agreement without our prior written consent.

15.2 We may assign this Agreement at any time. If we assign this Agreement, we will notify you of the assignment.

16. NOTICES

16.1 We will send notices and other communications to you via the Platform, your account in AgentNet as described in Section B (Product/Service), and/or at the email address that you have provided to us. You are responsible for ensuring that your email address remains current. A notice or communication is effective on date it is published on the Platform or AgentNet, or sent to your email address, as applicable.

17. GENERAL PROVISIONS RELATING TO RIGHTS AND REMEDIES

17.1 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.

17.2 If any provision or part of a provision of this Agreement shall be or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or part of such provisions of this Agreement, all of which shall remain in full force and effect.

17.3 Each party's rights and remedies provided in this Agreement are in addition to other rights and remedies given by law and equity independently of this Agreement.

18. GOVERNING LAW AND JURISDICTION

18.1 The laws of the Kingdom of Thailand shall govern this Agreement and each party submits to the exclusive jurisdiction of the Thai courts.

18.2 In addition to the English language, if this Agreement is made in the Thai language too, then both versions are equally authentic. If there is a discrepancy or difference in interpretation between the Thai version and the English version, the English version will prevail and the Thai version is considered automatically amended effective from the effective date of the English version, to make the relevant part of the Thai version consistent with the part of the English version in question.

19. FORCE MAJEURE

19.1 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.

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SECTION B: PRODUCT/SERVICE

1. **DEFINITIONS**

In the event the Product/Service that you purchase relates to www.ddproperty.com then this Section B shall apply.

a.	**Acceptable Use Policy**	pursuant to Section A, Clause 2.1 above, means the acceptable use policy set out in https://www.ddproperty.com/en/acceptable-use and https://www.agentofferings.ddproperty.com/guidelines/;
b	**Account**	has the meaning set out in Section B, Clause 2.1 below;
c.	**Ad Credits and Featured Credits**	means types of Product/Service which enable you to post, repost, turbo or boost your Listing, or other actions determined by us;
d.	**AgentNet**	means the platform through which advertisers create and manage their PropertyGuru accounts, messages and Listings, which is accessible through https://agentnet.ddproperty.com;
e	**Concurrent Listings**	means a type of Product/Service which is a feature that enables you to post a set number of Listings (determined by us) at any one time on the Platform, or other actions determined by us;
f	**Pay Per Post**	means a type of Product/Service that enables you to purchase, create and post a single Listing for sixty (60) days, which shall be published a Listing;
g.	**Platform**	pursuant to Section A, Clause 2.12 above, means the website www.ddproperty.com, as identified in the Sales Order;
h.	**Privacy Policy**	pursuant to Section A, Clause 2.13 above, means the privacy policy found at https://www.ddproperty.com/en/privacy;
i.	**Terms of Service**	pursuant to Section A, Clause 2.19 above, means the terms of service found at https://www.ddproperty.com/en/terms-of-service;
j.	**Product/Service**	pursuant to Section A, Clause 2.14(c) above, means the product/services relating to *https://www.ddproperty.com/*, as identified in the Sales Order, and where applicable, includes access to AgentNet, Pay Per Post, Concurrent Listings, Ad Credits and/or Featured Credits;
k.	**Validity Period**	pursuant to Section A, Clause 2.20 above, means the Product/Service has a validity period of: (a) 12 months from your Account activation, for subscription packages and entitlements and Ad Credits and Featured Credits accessible through AgentNet, unless otherwise stated in the Sales Order; (b) the validity period as set out in the Sales Order, for all other Product/Service.

2. AGENTNET ACCESS

2.1 Subject to the Product/Service that you purchase under the Sales Order, we may grant you (a) access to an AgentNet account for the purposes of accessing or managing the relevant Product/Service ("**Account"**), and (b) Ad Credits and Featured Credits to use in accordance with applicable provisions of Section A, Clause 5.

2.2 **Account – Individual Advertiser**

2.2.1 If you are an individual advertiser, we will activate your single-user AgentNet Account if:

a. you complete Identity Verification to our satisfaction, and you are an advertiser who holds all authorisations required under applicable laws and satisfies our eligibility requirements;

b. the Sales Order is executed or issued; and

c. we receive your full payment for the Product/Service in the Sales Order.

2.2.2 Any Account for an individual advertiser may be immediately suspended if you cease to hold the authorisations required under applicable laws or fail to provide the evidence we require to establish your eligibility. Such Account is for a single user only. Sharing that Account or its details iwe s strictly prohibited, and reserve the right to suspend it if it is found to have been shared.

2.3 **Account – Corporate Agency**

2.3.1 If you are an entity, business enterprise or corporate agency, we will activate your AgentNet corporate **Account** if:

a. you complete Identity Verification to our satisfaction, and you are an advertiser who holds all authorisations required under applicable laws and satisfies our eligibility requirements;

b. the Sales Order and/or any other corporate agreement is executed or issued; and

c. we receive full payment for the Product/Service in the Sales Order; and

d. we receive your confirmation for your authorised representatives to operate your corporate Account and the relevant activation period. You shall ensure that each representative is duly authorised to act on your behalf under applicable laws and meets our eligibility requirements.

2.3.2 You are responsible for ensuring that your corporate Account is activated and used only by your authorised representatives, and shall indemnify us from and against all damages, losses, costs and expenses arising from any third party claims resulting from your breach of this Section B, Clause 2.3.2.

2.4 **User Account obligations**

2.4.1 You are fully responsible for all transactions conducted through your Account and shall ensure that all such activities complies with our Acceptable Use Policy and all applicable laws, rules and regulations.

2.4.2 The use of third party services or third party software to post Advertisement Material and/or Listings is strictly prohibited and is a violation of these Terms of Purchase and may result in the suspension or termination of the Account and/or Advertisement Material and/or Listings.

2.4.3 We reserve the right to access your Account for moderation and/or investigation purposes at our sole discretion, without giving prior notice to you.

2.4.4. You are eligible to hold and operate only one (1) Account to access and use the Product/Service, unless otherwise agreed in the Sales Order. If you are an

(i) individual advertiser you must comply; and

(ii) agency you must ensure that each authorised representative operating your Account complies;

with the following requirements:

a. all Accounts may only be accessed by its authorised user(s) and may not be transferred to another party or be used to upload Advertisement Material on the Platform on behalf of you;

b. the Account username and password for accessing any service supplied by us will be kept secure at all times. Account sharing with other parties is strictly prohibited.

c. you are responsible for any Product/Service that we provide you with access via the Account and, without limitation, you must pay any charges incurred as a result of such access grant;

d. unless otherwise agreed in the Sales Order, you do not refer to multiple persons in an Account. In this regard, only the registered Account holder's username, personal photograph and profile or agency logo and profile (as applicable), phone number(s), email address (es) and any other information registered with us may be referred to.

e. you keep your Personal Information, account and contact details constantly updated with us and such information should be accurate at all times; and

f. only the registered Account holder's photograph may be used as the individual advertiser's photograph, and only the advertiser's logo may be used as the display photograph for a registered corporate Account. Use of photographs of any other items and/or beings is strictly prohibited.

2.5 **Notices**

2.5.1 For the purposes of Section A, Clause 16.1, all notices from you to us, including termination notices, must be sent by email to support@ddproperty.com (with a copy to legal@propertyguru.com), unless we specify another method in writing.

2.6 **Pay Per Post**

2.6.1 For the Pay Per Post Product/Service, Section A, Clause 3.1 above does not apply. Instead, the following provision shall apply in place of Section A Clause 3.1:

"This Agreement takes effect upon the earlier of (a) the date of the Sales Order, provided that you have submitted payment via a valid Payment Method; or (b) your commencement of use of any Product/Service"

2.6.2 For the Pay Per Post Product/Service, Section A, Clause 5.1 above does not apply. Instead, the following provision shall apply in place of Section A Clause 5.1:

"Upon ordering a Product/Service, you will be billed immediately, and you shall make payment using a valid Payment Method. Upon our receipt of payment, the applicable Sales Order will be made available to you. Notwithstanding, we reserve the right to revise this payment process at any time for any Product/Service"

2.6.3 For the Pay Per Post Product/Service, *"Payment Method" means the current, valid, accepted method of payment on the Platform from time to time, including credit card or debit card payment, credit card instalment payment, bank transfer and any other payment methods accepted by the Company".*

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