

PLATFORM TERMS OF USE

Welcome to the HERDDLE™ platform (Platform). The Platform is the hardware and operating system which you may use whether as mobile application (App) or through our website www.herddle.com (Website).

The facilities and services that may be accessed through the Platform are provided by Herddle Limited ('Herddle'), a company incorporated in England and Wales under number 11031068 with its registered office at 47 Marylebone Lane, London, United Kingdom, W1U 2NT United Kingdom (Herddle).

Herddle is a subsidiary company of Herddle Group Limited, a company incorporated in England and Wales under number 10848122 having its registered office at the same address. Herddle is licenced by Herddle Group Limited to operate and provide the Platform.

These Terms of Use (Terms) relate to your use of the Platform. If you have any question about these Terms or generally about how the Platform works or how the property management, maintenance and rental and lettings services (Services) presented and managed on the Platform, you may contact us at hello@herddle.com.

PLEASE READ THESE TERMS CAREFULLY. IF YOU USE THE PLATFORM YOU AGREE TO THESE TERMS.

These Terms, together with Herddle's Privacy Notice, Cookies Policy and the Herddle Charter and any other terms we specifically refer to in these Terms or on the Platform, are the legally binding terms of an agreement (Agreement) that is made automatically between you and Herddle if you use the Platform by downloading the App or accessing it on the Website, or if you use the Platform on an agreed long-term or trial basis, or if you make use of access any of the Services through it, or if you are otherwise registered to use any function or facility on the Platform, or if you view, access, stream, upload or download any Platform content. In any event, you will need to register with Herddle to use the Platform.

If you do any of these things, you represent and warrant that you have understood these Terms and will abide by them and that you are 18 years of age or more.

No agreement made on the Platform is valid unless Herddle permits you to register on the terms we set out in the separate agreements that apply if you are a landlord, a tenant or a contractor. Contractors and property owners who offer any Services must be approved by Herddle before they may upload any property details or information about their services (which material shall also be subject to Herddle's specific approval). Where Herddle's approval is required, it shall not be unreasonably withheld or delayed.

Herddle advises you to print off a copy of these Terms.

Changes to these Terms

We may need to change these Terms from time to time to reflect changes in the law, or new functions and facilities or changes to the Services. It is your responsibility to check the Platform from time to time for updates to our Terms. If we update or change these Terms, we may notify you in advance by sending you an SMS message and/or an email and/or by a passive notification that you will see when you next use the Platform and the revised Terms will become effective 30 days afterwards.

What is the Platform?

The Platform provides an online venue on which landlords, freeholders and developers, residential block managers, representatives of housing associations, tenants paying rent and premium-paying leaseholders, homeowners and providers of building or property maintenance services may communicate and interact with each other with a view to providing services mutually with respect to property letting, management and maintenance matters and/or the provision of information useful to all such users as a community with interests in common.

More specifically, the Services provided on the Platform may include:

- the advertising of available properties for rent by freeholders, developers and landlords
- negotiation and completion of contracts through allocated Herddle negotiators (because Herddle represents property owners as their agent) between freeholders, developers and landlords with prospective tenants for grant of leases and Assured Tenancies and Assured Shorthold Tenancies
- the arrangement of property maintenance and improvement services by contractors.

Landlords and tenants shall be obliged to contract with one another on the basis of Herddle's standard Assured Tenancy and Assured Shorthold Tenancy forms. Contractors shall be obliged to provide the services on Herddle's standard contractor terms contained in the Contractor Agreement.

The Services we have identified and by no means comprehensive of all possible Services that might be made available on the Platform.

Exclusivity

By using the Platform, you agree that you will not make any contract with any other party introduced or made known to you by means of the Platform independently of the Platform. You agree as part of our Agreement to contract exclusively through the Platform with any other Platform user on the basis of any of the standard Herddle agreements referred to above.

Updating the Platform and changes to the Services

From time to time we are likely automatically to update the Platform and modify or add to the Services to improve performance and functionalities or address security issues. The Platform will always operate in the version that matches the description of it when it was provided to you.

Duration of our Agreement

You will have no obligation to continue using the Platform unless you have entered any landlord/tenant or contractor contract or other agreement with any user of the Platform which is still continuing. Subject to the foregoing, you provide us with written notice that you will cease to use it, your access shall be disabled. This Agreement will automatically remain in force until one of these events happens.

Availability

Herddle will use all reasonable endeavours to make sure that the Platform is available for you to access if you have been registered to do so. From time to time the Platform maybe unavailable to you, either if we carry out routine maintenance or repairs or if there is unavailability or failure of the internet or your mobile network.

We do not give any promise that the Platform or the Services will be available for you to access at any particular time or will continue uninterrupted or error free or will remain unchanged.

We will use our reasonable endeavours to ensure that the information regarding the Services on the Platform is accurate and complete. We do not, however, give any warranties or promises about the accuracy or completeness of the information.

We do not represent or warrant that the Platform or any content within it or any Services advertised or provided are satisfactory or suitable for any particular purpose. We are not obliged to provide the Platform or offer any particular Services whether or not such Services are shown in the Platform content. If any user of the Platform is apparent to you from your use of the Platform, this does not mean that Herddle approves or has endorsed such user for any purpose.

The Platform and all content within it is provided on an “as is” and “as available” basis without any representations or warranties of any kind whether as stated in these Terms or implied by law and are excluded to the maximum extent permitted by law.

Regardless of whether or not they are provided by Herddle or by any third party, we do not warrant that any of the functions or operations of the Platform will be uninterrupted or error free or that any defects will be corrected or that any of the software or servers that makes the Platform available are free of viruses, bugs or other malware.

You agree that your agreement with your mobile or other network provider will apply to your use of the Platform. You acknowledge that you may be charged by such network provider for data services while using certain features of the Platform or such third-party charges as may arise. You are of course responsible for such charges. If you do not pay the bill for the use of the device that you use to access the Platform, you will be assumed by Herddle to have received permission from the bill payer for using the Platform. If you download or stream the Platform as an App or from the Website onto any phone, computer or other device not owned by you, you must have the owner’s permission to do so. You will be responsible for complying with these Terms whether or not you own the phone, computer or other device.

Herddle’s Intellectual Property Rights

In these Terms, Intellectual Property Rights means all intellectual property rights inclusive of, but not limited to copyright (including rights to computer software and source code), moral rights, trade marks, domain names, rights in get-up, rights in goodwill or to sue for passing off, database right, algorithms, design right, patents or know-how, rights to trade secrets and confidential information, and any other intellectual property and similar or related rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions or revivals of such rights and similar or equivalent rights or forms of protection which may now or in future subsist in any part of the world.

HERDDLE™ and all respective logos and get-ups visible on the Platform are also trade marks and copyright works of Herddle Group Limited. They are therefore components of the Intellectual Property Rights that Herddle Group Limited licences to Herddle.

All Intellectual Property Rights in the operating system of the Platform or our own Services throughout the world belong to Herddle Group Limited or its own licensors. The underlying source code and the visible content (text and graphics) of the Platform are copyright works and the copyright in them belongs to Herddle Group Limited or its licensors. The Intellectual Property Rights in the Platform and the Services are licensed to you on a non-exclusive, royalty-free, non-transferable and non-sublicensable basis. You only have the right and licence to use the Platform and the Services for their appropriate functions in accordance with these Terms and your right and licence with respect to the Intellectual Property Rights is restricted as we now describe. Our Agreement with you automatically comes to an end if our licence from Herddle Group Limited is terminated for any reason.

You agree that you will:

- not rent, lease, sublicense, loan, provide or otherwise make available the Platform in any form, in whole or in part to any person without prior written consent from Herddle;
- not copy the Platform except as part of the normal use of the Platform or where it is necessary for the purpose of backup or operational security;
- not translate, merge, adapt, vary, alter or modify the whole or any part of the Platform nor permit the Platform or any part of it to be combined with, or be incorporated in, any other programmes, except as necessary to use the Platform as an App on mobiles and devices as permitted by these Terms;
- not disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Platform nor attempt to do any such things, except to the extent that, by virtue of Sections 50B and 296A of the Copyright, Designs and Patents Act 1998, such actions cannot be prohibited because they are necessary to decompile any program within the Platform, to obtain the information necessary to create an independent program that can be operated with the Platform or with another programme (Permitted Objective), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the operating system or program of the Platform; and
 - is kept secure; and
 - is used only for the Permitted Objective.

You agree to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform.

Herddle reserves all rights in all of its Intellectual Property Rights.

Your own Intellectual Property Rights

You represent and warrant that you own the Intellectual Property Rights in any material such as logos, text, photographs, videos, floorplans or other diagrams that may be visible or obtained by other users through the Platform.

You grant to Herddle a non-exclusive and royalty-free worldwide licence under your own Intellectual Property Rights to display any material of your own on the Platform.

Subject to such licence you retain your ownership and title to all Intellectual Property Rights in your own material, subject further to any Intellectual Property Rights that may vest in third parties in relation to any materials that may be embedded in your own materials that you warrant may be uploaded by you. For the avoidance of doubt, Herddle does not claim any legal title to any of your Intellectual Property Rights in your materials.

Links and third-party content

The Platform may include content services and hypertext links to websites owned operated and controlled and/or provided by third parties (third party content). The Platform is likely to include information generated and uploaded by third party users who fall in to the various categories listed above under the heading "What is the Platform?"

Your use of any third-party content may be subject to the relevant to the third party's own terms and conditions and it is your responsibility to make yourself aware of those terms and conditions. Herddle will not necessarily see or be aware of any specific enquires that you submit to any third parties who provide third party content.

We do not have control over or, or proprietary interest in any third-party content. We do not give any promises about the quality, security, accuracy or any other aspect of any third-party content and exclude any and all liability arising from your use of them.

The links to third party's software and related information that may be obtainable from third parties through any links within any third-party content or generally on the Platform may include technical or other mistakes, inaccuracies or typographical errors or maybe out of date. In no event shall Herddle be liable to you or any third parties for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, lost data or profits, or any liability arising out of or in connection with the use of any third-party material accessed through any links.

Content restrictions

You must not upload or transmit any material to the Platform that is unlawful, defamatory, abusive, obscene, pornographic, lewd, discriminatory, threatening, profane, hateful, bigoted, racist or abusive material, terrorism-related or politically contentious material or any other material that is objectionable otherwise or any material that is likely to violate, misappropriate or infringe the rights of any third party including, without limitation, privacy and data protection rights, publicity rights, rights in personal image, likeness and reputation, copyright, moral right, trade mark or database right and any other Intellectual Property Rights and you agree to pay any and all royalties, fees, costs, expenses and other monies owed to any third parties by reason of any material you upload or transmit.

Your material may not contain material that incorporates information that you do not have the right to disclose or make available under any law or any contractual, fiduciary or employment relationship or under any non-disclosure agreement.

Your material must not include any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid selling schemes or other forms of solicitation or contain any software viruses, worms, spyware, Trojan Horses or any other malware, computer code, files or programs that would interrupt, destroy or inhibit or compromise the functionality of any computer software or hardware or telecommunications equipment belonging to Herddle or to any other user of the Platform.

You must not upload any media to indicate, suggest or imply that you have any special relationship with Herddle or that we have endorsed you or any products or services that you may provide without our prior written consent to do so.

You must not sell, transfer, licence or assign your registration, user name, password or any account rights nor may you create an account or subscription for anyone other than yourself or create any false profile or identity or multiple profiles for yourself.

You must not stalk, bully, intimidate, abuse, harass, threaten or impersonate people or post private or confidential information such as, without limitation, any person's credit card information, NHS numbers, social security details, passport numbers, other national identity numbers, employer references, non-public telephone numbers or non-public email addresses, or otherwise violate the publicity or privacy rights or the rights under any applicable data protection legislation, of any other person.

In particular, and in addition to these general prohibitions, you must abide by our Charter [\[link\]](#) which you agree you have read and understood. Our Charter relates to your acceptable use of the Platform generally, how you communicate with others through the Platform, and additionally to the content of your material.

You must not attempt to prevent or inhibit another user from using the Platform or exercising their rights as users of the Platform or accessing the Services and you must not encourage any violations of any agreements made between such users and Herddle.

Your indemnification of Herddle

You agree to defend at Herddle's request and indemnify and hold Herddle harmless from and against all claims, liabilities, damages, losses and expenses including without limitation, reasonable legal fees and costs, arising out of or in any way connected with your material introduced to the Platform and any access to or use of the Platform by you, and of your dealings with other users introduced or facilitated by means of the Platform including, without limitation, the grant of leases and tenancies and the provision of maintenance and improvement services, your breach or alleged breach of Agreement with Herddle on these Terms or of our Charter, and any violation of any third party rights including, without limitation, any Intellectual Property Rights, right of publicity, confidentiality, property or privacy right your violation of any laws, rules, regulations, codes, guidelines, ordinances or orders of any governmental or regulatory authority or any misrepresentation made by you.

You will co-operate as fully required by Herddle in the defence of any claim of the nature we describe in the preceding paragraph.

Herddle reserves the right to pursue the exclusive defence and control of any matter subject to this indemnity and you agree that you will not settle any claim without the prior written consent of Herddle.

Herddle's warranties and disclaimers

We will use all reasonable care and skill to ensure that Platform operates and performs as we specify.

However, the Platform is only accessible on an "as is" and "as available" basis. You use the Platform at your own risk. Herddle gives no representation, warranty or commitment and that your use of the Platform will be uninterrupted or error free or that the outcomes you receive when you make use of the Platform will meet your expectations and requirements.

Herddle is not responsible for any unavailability of the internet or delay or delivery failure resulting from the transfer of data over the internet or other communications networks or facilities or if your access to them is blocked by law or regulation in any particular country.

Herddle warrants that it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement necessary to set up and maintain the Platform in operation.

You accept and acknowledge that Herddle has no responsibility or liability for any material you upload.

Herddle does not represent or warrant that it endorses any content within any material that has been uploaded or provided by you or suitable for any purpose (whether known or not), complete, legal, or non-harmful.

Our limitation of liability

Under no circumstances will Herddle be liable to you for

- any loss or damage of any kind (including, without limitation for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to your use of the Platform; or

- your use of or inability to use the Platform; or
- any action taken in connection with the investigation by Herddle or by any law or government enforcement authority regarding your use of the Platform; or
- any action taken by or in connection with any third-party Intellectual Property Rights owners; or
- any omission in the provision or availability of the Platform or the operations of Herddle; or
- any damage to your computer, mobile device or other equipment or technology including damage from viruses or technical malfunctions, even if foreseeable or even if Herddle has been advised or should have been aware of the possibility of such damage.

Herddle shall not be liable in connection with any loss or damage resulting from any dealings you may have with any third party who has been introduced to you through your use of the Platform, or any defect or default in any of the Services they specifically provide.

In no event will Herddle's total liability to you for any damages, losses or causes of action exceed £100 sterling.

You agree that in the event that you incur any damages, losses or injuries that arise out of Herddle's acts or omissions, any such damages, losses or injuries caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of the Platform or the Services, or any other service or product or technology of Herddle and you have no right to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of the Platform or any Services or other service provided, controlled or facilitated by Herddle.

Termination

We may terminate the Agreement by discontinuing or suspending your access to the Platform upon notice to you at our discretion if you are in breach of any of these Terms or act in such a way that shows that you do not intend to, or are unable to comply with this Agreement.

Upon termination all information and materials uploaded by you to the Platform will be deleted but third-party users of the Platform who have already downloaded to their own devices or media any material of yours (or if you are in the process of doing so) may continue to do so. Herddle may in any event continue to make use of anonymised information relating to any property that has been referred to, or has been the subject of any transaction, on the Platform.

If you are in breach of this Agreement or create any risk or possible legal exposure for Herddle or cause damage to the reputation or goodwill of Herddle, we may deactivate your access to the Platform at our sole discretion. Whether or not in response to a formal "take down notice" or complaint, or whether on our own initiative in order lawfully to protect Herddle and its customers and users from any automatic or possible legal liability, we are also entitled to remove, edit, block, monitor or take down any materials and information you provide to us at any time for any reason but we are not obliged to do so. We may also prevent your access to the Platform or make it subject to certain conditions without giving you a reason but, where it is reasonably possible, we shall try to give you prior notice before we do so. In these circumstances, we may terminate this Agreement on notice to you.

If you or Herddle terminate this Agreement, all licences and other rights granted by Herddle to you are terminated. You can deactivate your registration by logging in and selecting this option in your registration settings.

Security

The Platform has numerous security measures in place to protect the loss, misuse and alteration of information under our control, such as passwords and fire walls. We cannot however guarantee that these measures will remain adequate. We do however take data security seriously and will use our reasonable endeavours to protect the integrity of your personal data (please see the following section headed "Privacy and data protection").

If you are registered to use the Platform, you may be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities that occur under your password. If you know or suspect that someone else knows your password, you should notify us immediately. If we have reason to believe that there is likely to be a breach of security or any misuse of the platform we may require you to change your password or we may suspend your account until your identity has been verified and the account has been satisfactorily secured.

Privacy and data protection

In this section of these Terms Personal Data consists of any information that relates to you or any other natural person who is identified or can be identified.

Herddle may process Personal Data in reliance upon the fact that a contract exists between you (if you are a natural person), if it has a legitimate interest to do so that is not overridden by your own fundamental rights and freedoms, or if it requires and has obtained your specific consent. Your Personal Data will be processed in compliance with any applicable data protection or data privacy laws including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679.

In connection with any issues arising with regards to your Personal Data, Herddle:

- would only act on documented instructions from you in relation to the processing of your Personal Data;
- it has in place appropriate technical and organisational security measures against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data;
- it will only process your Personal Data for the purposes of performing its obligations and exercising its rights under your Agreement.

We shall notify you as soon as practicable (to the extent that it possesses your Personal Data) if:

- any of your Personal Data is lost or destroyed or becomes damaged, corrupt or unusable; and
- it becomes aware of any actual or likely security breach or unlawful or accidental disclosure of your Personal Data; and
- it receives any complaint or regulatory notice which relates to the processing of your Personal Data; and
- or it receives any request for access to any of your Personal Data.

We shall cooperate with you, insofar as Herddle is legally obliged to do so, in relation to:

- any request you might make to amend or delete any of your Personal Data or erase all of it; and
- and any complaint or regulatory notification relating to the processing of any of your Personal Data; and

- any request from you for access to any of your Personal Data (for example, if you require Herddle to inform you what Personal Data we hold that is about you).

Herddle shall ensure that access to your Personal Data is limited to those personnel who have a reasonable need to access your Personal Data to enable Herddle to provide and operate the Platform and access to any of your Personal Data shall be limited to such part or parts of it as are necessary.

We shall take reasonable steps to ensure the reliability of any personnel who have access to your Personal Data. We shall use all reasonable endeavours to ensure that all relevant personnel are informed of the confidential nature of all Personal Data and are aware of Herddle's duties in relation to it.

All users should be aware that we profile their performance or conduct by scoring it on an objective and an automated basis. Where such ratings constitute Personal Data, you may object to such profiling if you notify us accordingly. Please see our Privacy Notice under "Profiling".

For further information, please see our Privacy Notice. All Personal Data you supply is treated in accordance with our Privacy Notice.

No waivers of our rights

Any failure by Herddle to act with respect to any breach of contract with us by you does not waive our right to act in respect of that breach or subsequent similar or other breaches. Even if we delay in enforcing any Term against you, we may do so at a later time.

Severability

If any or any part of the Terms are found by a court of competent jurisdiction or other legal or regulatory authority to be invalid or otherwise unenforceable, you agree that such invalid or unenforceable provisions will be deemed severed from the remainder of the Terms and will not affect the validity of the remaining provisions all of the other Terms which shall remain in full force and effect.

Third party rights

This Agreement is not intended to give rights to anyone except you and us. No third party is being given any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms. As we explain below, we may however transfer our rights to any third party.

Entire agreement

This Agreement and any other contracts we make with you constitute the entire agreement between yourself and Herddle. This Agreement together with the provisions of our Privacy Notice and other instruments that are incorporated into the Agreement governs your use of the Platform and the features and functions it provides. Any prior agreements or understandings made between you and Herddle are hereby superseded.

We have not created any special business relationship with you

Apart from this Agreement, nothing in these Terms creates any relationship between Herddle and you except that of independent parties. Herddle and you are not partners or joint venturers and have no relationship of principal and agent or employer and employee. Neither party may bind the other party or oblige Herddle in any way.

You may not transfer the Agreement

You may not assign, transfer, novate, sub-contract or otherwise dispose of your rights or obligations under this Agreement, in whole or in part, without the prior written consent of Herddle, but Herddle may transfer all or part of its rights and obligations under these Terms to any third-party organisation without your consent. However, if we do this, we will tell you in writing and we will use our reasonable efforts to ensure that the transfer will not affect your contractual rights.

Applicable law and jurisdiction

These Terms are subject to the laws of England and Wales and exclude the principles of conflict of laws (international private law).

You agree that any claims or disputes arising under or in connection with any agreement we have with you must be resolved in the courts of England and Wales. If you live in Scotland, you may bring proceedings in respect of the Agreement in either the Scottish or English courts. If you live in Northern Ireland, you may bring proceedings in respect of the Agreement in either the Northern Irish or the English courts.

Our Terms relating to applicable law and jurisdiction do not apply to any claim in which Herddle seeks equitable relief of any kind. You acknowledge that, in the event of a breach of any Agreement by Herddle or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Herddle and your only remedy shall be for monetary damages subject to the limitations of liability as described in our limitation of liability provisions above.

Version 4. 16 August 2018. These Terms were last amended on this date.

The copyright in these Terms belongs to Herddle. All rights are reserved: ©2018 Herddle Limited.

HERDDLE PRIVACY NOTICE

Herddle is committed to protecting and respecting your privacy. We invite you to read our Privacy Notice (**Notice**) which shows you what personal information we collect from you and how we make use of it and keep it secure. This Notice also explains how your personal information is shared and your legal rights in relation to it. It is intended to be read alongside our Platform Terms of Use (**Terms**) which relate to your use of our property maintenance lettings platform (**Platform**) that is available on our website www.herddle.com and as a mobile application.

This Notice relates to information we collect about you through the Platform which relates to you as a person (whether you are a landlord, a tenant, a leaseholder, a property manager or a property services provider). In this Notice, we call all people falling into one or more of these categories **users**.

Once you have been registered to use the Platform or you access any personal information about other people who also use the Platform, you agree to be subject to everything in this Notice and we will treat personal information about you in accordance with this Notice.

For the purposes of the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018, Herddle is the **controller** of **personal data** which consist of any information relating to you and/or information from which you can be identified. In the appropriate context in this Notice we use the term "your information" to mean your personal data.

This Notice was last updated on 16 August 2018.

Who we are

We are Herddle Limited, a company registered in England and Wales under number 11031068. Our registered address is at 47 Marylebone Lane, London W1U 2NT. You may contact us at hello@herddle.com.

We are the providers of the Platform and we are notified as a data controller with the Information Commissioner's Office with registration number ZA528744.

Who you are

As a user, you might be anyone who uses our Platform. You might be a tenant in contact with your landlord or seeking a new property to rent. Or you might be seeking maintenance or repair services from a contractor who may also be accessed through the Platform. Alternatively, you might be a private landlord, a private or institutional investor, a services provider or an individual representing a corporate landlord or a services provider or a property developer. Alternatively, you may just be a visitor to our website. More information is given in our Terms.

What information we obtain from you?

Information that you give us. We will collect personal data about you that you have given to us when you fill in details in order to register to use the Platform or by corresponding with us through the Platform or directly by email, SMS or telephone, or any other means. The personal data will include information you provide to us when you register to use the Platform or make use of any of the services that are available from the Platform or when you report a problem with using the Platform or any services provided through our Platform. We keep a log of all such contacts we receive. The personal data we collect from you may include (although it may not be limited to) your name, address, previous addresses, email address, phone number, services being offered or requested and relevant financial information.

Information about your device. Every time you use the Platform, we collect information relating to your device that may be personal data such as the type of device or phone you use, the unique device identifier, mobile network information or operating system, the type of browser you use and the time zone setting, the length and frequency of visits to the Platform, the pages you view and other actions you take on the Platform. Some of this information might be received by us automatically.

Information we receive from other sources. For example, personal data we receive about you from other users of the Platform. If you engage with the Platform on behalf of a corporate entity, we may collect personal data regarding other people whether or not they are users such as, for example, other tenants if you are a tenant.

How is your information used?

We may use your information to:

- develop the Platform as a forum on which users may interact and transact with each other for the purposes the Platform has been set up for;
- contact you where you have breached the Terms or this Notice;
- ensure that the Platform are presented in the most effective way for you and your computer;
- provide you with technical support;
- provide you with information you request from us or which we feel may interest you, where you have consented to be contacted for such a purpose.

We may send messages to notify you of any new facilities we are offering or new facilities or services offered by various entities using the Platform. We may also post passive messages on the Platform to notify you of other matters and to seek your comments on the Platform.

Our legal entitlements in connection with personal data

We may rely on a number of legal entitlements under the GDPR to collect, use or otherwise process the personal data we obtain from you or about you. For example, if you have made your personal data manifestly

public you are likely to have consented to the processing until you revoke your consent (which you may do at any time).

Otherwise, where we cannot demonstrate your consent in accordance with the GDPR, Herddle processes personal data on the basis of its legitimate interests to provide the services (whether from Herddle itself or from other users of the Platform). If you are an individual, Herddle acts in pursuit or performance of a contract with you.

In the event that Herddle is subject to any reorganisation such as a merger or any acquisition of its assets or shares by any third party, in accordance with our legitimate interests we may need to share your information with certain third parties. We may also disclose information where we have a legal duty to disclose it, or in order to protect the rights, property and safety of Herddle and of other users, and if we need to disclose the information to help resolve a complaint or investigation that arises from your use of the Platform.

We will always exercise our legitimate interests taking full account of every user's own individual rights and freedoms.

Who has access to your information?

We will not share your information directly with third parties for marketing purposes.

Any information you upload to the Platform will be visible to other users of the Platform either openly or on a restricted basis with those you specifically interact with.

Links to other websites

The Platform may contain links to other websites run by other organisations. This Notice does not apply to these other websites and you should ensure you read the privacy notices of those websites to understand how they will deal with your information. We cannot be held responsible for the way the owners and operators of these sites use your information, even if you accessed the sites through a link on the Platform.

Security precautions in place to protect the loss, misuse or alteration of your information

We take appropriate technical and organisational measures to ensure the security and integrity of all personal information we hold on all users.

Where we have given you or you have chosen a password on registration which enables you to access our Platform, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Your rating

All users of the Platform shall be allocated numerical scorings of their performances or conduct from which we shall create an accumulated rating for each user on an automated basis. Herddle may review and, as necessary, change your rating at its reasonable discretion to reflect better the principles and values of the Herddle Charter. We will send information and aggregated analytics based on the ratings we create to landlords and contractors relating to their own performances in terms of property management and delivery of services respectively.

Where ratings constitute personal data, under the GDPR you may object to such profiling if you notify us accordingly usenquiries@herddle.com

Use of cookies

We use cookies and other means to distinguish you from other users of the Platform. This helps us provide you with a good experience when you use the Platform and helps us to improve its features and functionalities. You can choose to switch off cookies in your browser settings but if you do you may notice a loss of functionality when using the Platform. You are very welcome to contact us if you want any more information about the cookies we use. Our use of cookies is set out in our Cookies Policy.

Data transfers abroad

We will not transfer your information to any third party outside the European Economic Area (the European Union, Iceland, Liechtenstein and Norway) and certain other countries which have adequate data protection laws in place without legal justification.

Managing your information: your rights

The accuracy of your information is important to us and you are always in control of how we treat it.

You have several rights in relation to your information under the GDPR. If you wish to exercise any of them, we may ask for information from you to confirm your identity and, where applicable, help us to identify your personal data.

You have the following relevant rights:

- to request a summary of the information that we hold about you. We will respond to you within 30 days after we receive a valid “subject access request” from you;
- to correct your information if it is inaccurate or out of date;
- to erase your information or restrict its use;
- to object to any profiling;
- to withdraw your consent (where we rely on it) from receiving any communications from us. (We have no legitimate interest in sending you newsletters, updates on our services or other marketing communications unless you consent to receive them);
- to complain to the relevant regulator which is the Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (Tel: 0303 123 1113 or go to <https://ico.org.uk/global/contact-us/>).

Changes to our Privacy Notice

We can change this Privacy Notice at any time, so you should check this page frequently to see any updates.

Any questions?

Questions, comments and requests regarding our Privacy Notice are very welcome. Please write to us at usenquiries@herddle.com

Version 4. 16 August 2018. This Privacy Notice was last amended on this date.

The copyright in this Privacy Notice belongs to Herddle Limited. All rights are reserved: © 2018 Herddle Limited.