General Terms & Conditions

General Terms & Conditions
Jurisdiction Specific Terms
Product & Feature Specific Terms
Website Terms of Use
Privacy Policy
Data Processing Agreement
Acceptable Use Policy
Cookie Policy
Anti-Bribery & Corruption Policy

1. Introduction

1.1. These General Terms and Conditions (these "**General Terms**") apply to all Services provided by Us, including where the Services are provided on a free-of-charge trial basis. The "**Agreement**" between You and Us comprises the Order Form(s), these General Terms, the Jurisdiction Specific Terms, the Product & Feature Specific Terms, and the Policies and, in the event of any conflict, shall apply in that order. The Jurisdiction Specific Terms, Product & Feature Specific Terms and the Policies are located at (www.land.tech/legal) and, along with these General Terms, are incorporated into each Order Form by reference. You should carefully read all the included Terms and Policies. Where there is no Order Form (for example where You are using the Services on a free-of-charge basis), Your use of the Services constitutes Your acceptance of this Agreement.

1.2. The Services are intended for business use and not personal use. Accordingly, You confirm that You are entering into the Agreement in a business capacity and not as a consumer. If You are not using the Services for business purposes then You must not use the Services.

1.3. You must purchase sufficient Licences to cover Your Users and You may not allow any Licences to be shared between multiple Users or individuals. Each of Your Users must have their own licence to be able to use the Services and You and Your Users must ensure that you abide by any geographic or other restrictions applicable to the Licenses you have purchased.

1.4 Capitalised terms not otherwise defined herein will have the meanings given in the "**Definitions**" section at the end of these General Terms.

2. Term, Fees and Termination

2.1. Provision of the Services shall commence on the date stated on the Order Form (unless otherwise agreed by the parties) and shall continue for the Initial Term unless terminated in accordance with these General Terms.

2.2. Each Order Form shall automatically renew for a subscription term of the same length of time as the Initial Term (each a "**Renewal Term**") unless terminated by either Party serving notice at least 30 days prior to the end of the Initial Term or the then current Renewal Term. The Fees for each Renewal Term shall automatically increase by 5% (five per-cent) from the immediately preceding period. If You do not wish to accept the revised Fees then You must give notice under this clause to prevent automatic renewal occurring. If You do not give such notice within the required time period then the Agreement will renew for a Renewal Term at the revised Fees. Unless the Order Form states to the contrary, the Initial Term, Renewal Term, notice period and billing frequency are as set out in the Product & Feature Specific Terms. All Fees are exclusive of VAT or any other sales or other tax (which shall be payable in addition).

2.3. Unless agreed otherwise, all Fees are payable annually in advance and within 14 days of receipt of invoice. Fees are based on Services purchased and specified on an Order Form and additional Fees will be due for any additional Services purchased. The Services and/or number of Licences (including any additional Licences purchased during the Term) may not be reduced or cancelled during the Term unless a specific termination right is set out in the Agreement.

2.4. If any Fees properly owing to Us remain unpaid 7 days after the due date then, without limiting any other rights or remedies, we may suspend the provision of the Services until all overdue amounts are paid in full. You shall reimburse Us for any out-of-pocket costs We incur in obtaining payment from You including reasonable legal fees and associated costs. We will only reactivate Your access to the Services once all outstanding Fees and costs have been paid in full, including any Fees relating to the period of suspension.

2.5. In addition to the provisions in clause 2.5, we may immediately suspend Your access to the Services if: (i) you breach our Acceptable Use Policy; or (ii) we determine in good faith that such suspension is necessary to avoid possible harm to Our, Your, or any third party's systems or information. We will notify You of any such suspension and reason therefor as soon as commercially practicable, and will cooperate diligently to restore service as soon as commercially practicable once the underlying issue is resolved.

2.6. You must ensure that We have accurate and complete contact, billing and payment information at all times. If the Order Form indicates that You will pay by credit card, You authorise Us to charge Your credit card or bank account for all fees payable during the Term (including for any Renewal Term, as applicable), You further authorise Us to use a third party to process payments and consent to the disclosure of Your payment information to such third party.

2.7. Without affecting any other right or remedy available, either Party may terminate the Agreement with immediate effect by written notice to the other Party if the other Party: (i) commits a material breach of the Agreement which is incapable of being remedied or which it fails to remedy within 30 days of written notice to do so; (ii) is subject to any insolvency procedure; or (iii) ceases or threatens to cease trade.

2.8. Without prejudice to any rights or remedies that have accrued under this Agreement, We may at any time terminate or suspend this Agreement, in whole or in part, with immediate effect by giving written notice to You if: (i) You are in breach of any applicable law; (ii) We are required by a regulatory authority; or (iii) to the extent that clause 10 applies, You are in breach of Your warranties under Clause 10.2.

2.9. If You validly terminate the Agreement under clause 2.8 then You shall be entitled to a pro-rated refund of any prepaid Fees which relates to the period after termination. If We validly terminate the Agreement under clause 2.8 then all unpaid Fees for the remainder of the Term shall become immediately due and payable to Us.

2.10. On termination of the Agreement, howsoever arising, Your right to use the Services shall immediately cease. Any rights, remedies, obligations or liabilities of each Party that have accrued prior to the effective date of termination shall survive termination of this Agreement as will any clauses of the Agreement which are expressly or impliedly intended to survive termination of the Agreement.

3. Our Obligations

3.1. We will provide the Services in accordance with the Agreement and exercising reasonable care and skill.

3.2. We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week and 52 weeks per year subject to any planned, unplanned or emergency maintenance which may affect the provision of the Services.

3.3. We shall comply with all applicable Modern Slavery Legislation and Anti-Bribery Legislation and any other laws or regulations applicable to Us or the provision of the Services.

4. Your Obligations

4.1. You are responsible for: (i) ensuring that You have appropriate infrastructure in place to access and use the Services; (ii) ensuring that You and Your Users use the Services in accordance with the Agreement, including the Acceptable Use Policy; and (iii) any breach of the Agreement by You and/or Your Users.

4.2. You shall comply with any legal or regulatory requirements applicable to You, Your Users and/or Your use of the Services including the Modern Slavery Legislation and Anti-Bribery Legislation.

4.3. You confirm that anyone executing an Order Form or other document on Your behalf is authorised to do so and that any internal approvals You may require have been satisfied prior to entering in to an Order Form.

4.4. Certain of Our services allow You to upload, store or post Your own data, comments and opinions for public or private use

which all comprise Your Data. You are solely responsible for the content of Your Data and for ensuring that it complies with the Acceptable Use Policy and, if applicable, the Community Guidelines. You upload Your Data at Your own risk and You are solely responsible for ensuring You create any backups that You require of Your Data. You shall be fully responsible for the legality, reliability, integrity, accuracy, content and quality of Your Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data.

5. Intellectual Property

5.1. We (and Our licensors) reserve all rights, title and interest (including all intellectual property rights) in the Services and their underlying technology, Anonymous Data and all other intellectual property rights arising out of the performance of Our obligations under this Agreement. We grant You (and Your Users) a non-transferable and non-sublicensable right to use the Services during the Term, subject to the terms of the Agreement. To the extent that You or any of Your representatives acquires any intellectual property rights the Anonymous Data or any other part of the Services or their underlying technology, You shall assign, or procure the assignment of, such intellectual property rights with full title guarantee (including by way of present assignment of future intellectual property rights) to Us or such third party as We may elect. You shall execute all such documents and do such things as We may consider necessary to give effect to this Clause 5.1.

5.2. You grant Us the right to process and use Your Data to provide the Services to You. Except as needed to provide the Services, We shall have no rights to, or in, any intellectual property rights or any other rights or licences in respect of Your Data. Your Data does not include Anonymous Data. You agree that We have the right to create Anonymised Data pursuant to Our provision of Services. We own Anonymous Data, and we may use, combined and disclose Anonymous Data to maintain and improve the Services and our other offerings, analyse

industry trends, and for other business purposes during or after the expiry or termination of the Agreement.

5.3. Your feedback and input is important to Us in helping to improve our products and services and so there may be times when We ask You to give us feedback on Our services and/or future plans. If You or Your Users choose to provide us any feedback or suggestions (collectively, "**Feedback**"), You hereby grant Us a perpetual, irrevocable, royalty-free, worldwide license to use, modify, and implement such Feedback in our offerings without any right of attribution or accounting (but we will have no obligation to implement such Feedback).

5.4 You hereby waive (and shall ensure all relevant third parties and representatives have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the intellectual property rights assigned to Us under this Agreement.

6. Personal data

6.1. We will process all personal data in accordance with Our Privacy Policy and the Data Processing Agreement set out on the Website. The Services are not intended to process special categories of personal data (as defined in applicable Data Protection Legislation) or other sensitive personal data (collectively, "**Sensitive Information**"). Accordingly, you will not submit any Sensitive Information to the Services.

7. Confidentiality

7.1. The Party receiving Confidential Information ("**the Recipient**") will only use the Confidential Information provided by the other Party ("**the Discloser**") to perform its obligations or exercise its rights under this Agreement. The Recipient will not disclose Confidential Information to any individuals or entities except for its and its Affiliates' officers, employees, agents, and representatives who have a need to know such Confidential Information and who are bound by confidentiality obligations at least as protective as those set forth herein. The Recipient will maintain the Confidential Information in confidence using the

same degree of care as it uses to protect its own similar information (but no less than reasonable care) and will be liable for any unauthorized use or disclosure of the Confidential Information. The protections set forth herein will continue to apply to any Confidential Information disclosed during the Term for the greater of five years, or so long as such Confidential Information is protected as a trade secret under applicable law.

7.2. Upon termination of this Agreement, the Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that the Recipient may retain: (i) any copies required to be retained under applicable law and (ii) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.

7.3. The Recipient may disclose Confidential Information to the extent required under applicable law, provided that the Recipient will (if legally permitted) provide the Discloser with prompt written notice sufficient to allow the Discloser an opportunity to appear and object to such disclosure.

8. Liability and Indemnity

8.1. Nothing in the Agreement shall limit or exclude either Party's liability for death or personal injury arising from negligence, for any fraudulent misrepresentation, or for any other liability which cannot be limited or excluded by law.

8.2. Save in respect of liability arising under clause 8.1, and excluding Your obligation to pay the Fees, neither Party's total aggregate liability under the Agreement, whether in tort (including negligence or breach of statutory duty), misrepresentation or otherwise, shall exceed the total Fees paid or payable by You in the twelve month period preceding the event giving rise to the claim.

8.3. Subject to clause 8.1, neither Party shall be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits,

loss of business, depletion of goodwill, and/or similar losses or for any pure economic loss, or for any special, indirect, incidental, or consequential loss, costs, damages, charges or expenses.

8.4. To the maximum extent allowable by law, and except as expressly set out in the Agreement, We offer the Services on an "**as is**" and "**as available**" basis without any other representations or warranties (express, implied, or statutory). We do not guarantee that the Services will meet your needs or be uninterrupted or error-free and all warranties, representations, conditions and all other terms of any kind implied by statute or common law are excluded.

8.5. Our Services incorporates data provided by third parties which We are unable to verify as to accuracy or completeness. As such, neither We nor those third parties, make any warranty (or accept any liability in respect of) the accuracy, completeness or fitness for a particular purpose of any data accessed as part of the Services. You acknowledge and agree that: (i) You are solely responsible for results obtained from the use of the Services (by You or any of Your Users) and any action You take based on such data or results; and (ii) any content generated from Our performance of the Services is not intended to amount to advice on which You should rely. You agree to obtain professional or specialist advice before taking, or refraining from, any action on the basis of information generated from the Services.

8.6. Through your use of the Services You may have access to third party websites, platforms, content, products, services, and information (**"Third Party Services"**). Unless otherwise stated in this Agreement, all ownership and intellectual property rights in and to Third Party Services and Your use of any Third Party Services is governed by separate third party terms between You and the relevant third party. You acknowledge and agree that: (i) We do not control and are not responsible for any Third Party Services; and (ii) You are solely responsible for complying with the terms of access and use of Third Party Services. To the

maximum extent allowable by law, We disclaim all liabilities arising from or related to Third Party Services.

8.7. We may from time to time provide certain Services on a free-of-charge basis ("**Value Add Services**"). Notwithstanding Clause 8.2, save in respect of liability arising under clause 8.1, in no event shall Our total aggregate liability under the Agreement arising as a result of or in connection with your use of the Value Add Services, whether in tort (including negligence or breach of statutory duty), misrepresentation or otherwise, exceed the amount of one hundred pounds (£100). You acknowledge that We may withdraw Value Add Services on giving little or no notice and, to the maximum extent allowable by law, without liability. Services provided on a free-of-charge trial basis will be considered as Value Add Services.

8.8. We will indemnify, defend, and hold You harmless from and against any losses, liabilities, damages, fees, costs, and expenses (including reasonably legal fees) (collectively, "**Losses**") You may incur in connection with a third-party claim to the extent arising out of any allegation that the Services infringes any third party's intellectual property or proprietary rights. We will have no obligation for any claims arising out of: (a) misuse or modification of the Services, (b) combination of the Services with any components not provided by Us, or (c) Your Data or Our conformance with Your specific requirements or instructions. If a third-party claim of infringement is threatened or occurs, We may seek to mitigate damages by modifying the Services to be non-infringing, obtaining a license for You to use the Services, or (if neither of the foregoing are commercially feasible) terminating this Agreement and refunding to You any unused, prepaid Fees. The provisions of this paragraph set forth Our exclusive liability, and Your exclusive remedy, for any such third-party claims.

8.9. The Party seeking indemnification hereunder will: (i) give the indemnifying Party prompt written notice of the claim (provided that no delay will affect the indemnifying Party's obligations except to the extent materially prejudicial to it); (ii) give the indemnifying Party control of the defence and

settlement of the claim; and (iii) cooperate with the indemnifying Party in defending or settling such claim, at the indemnifying Party's expense. The indemnified Party will have the right to participate at its own expense in the defence and settlement of any claim. Neither Party may consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of the other Party without such party's prior written consent, which may not be unreasonably conditioned, delayed or withheld.

9. General

9.1. We are continually looking to improve our services as well as launching new functionality from time-to-time. As such, We reserve the right to make improvements and modifications to the Services from time to time.

9.2. We also reserve the right to update the General Terms, the Jurisdiction Specific Terms, the Product & Feature Specific Terms and/or the Policies (but not the content of any Order Form) from time to time by publishing updated versions on the Website. Changes will take effect upon publishing on the Website, provided that material changes will not take effect until the next renewal of the Order Form (which includes renewal under clause 2.2 above) or the entering into of a new or additional Order Form.

9.3. Provided that We comply with any brand guidelines You provide to Us, and subject to Your prior written (or emailed) consent: (a) We may use Your brand or corporate name, trade name and logo to identify You as a customer of Ours on Our website and in Our marketing materials; and (b) you will reasonable cooperate with our requests regarding joint marketing activities such as a case study, reference calls and giving fair and accurate reviews.

9.4. No failure or delay by either Party to exercise any right or remedy in the Agreement or under any law shall constitute a waiver or such right or remedy.

9.5. If any provision of these General Terms is found by a court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect and the offending provision shall continue to apply with whatever modification required to give effect to the commercial intent of the Parties.

9.6. The Agreement, and any document referred to in it, constitute the entire agreement between the Parties in relation to the Services.

9.7. Each Party acknowledges and agrees that it is entering into the Agreement as an independent business and not as a partner or agent of the other Party. Further, each Party acknowledges that it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether written or oral) relating to the subject matter of this Agreement other than as expressly set out in the Agreement.

9.8. Neither Party shall, without the written consent of the other Party, assign any rights or obligations under this Agreement. However, either Party may assign this Agreement without the other Party's consent to any Affiliate, to any successor by merger or to the purchaser of all of its assets on a going concern basis.

9.9. This Agreement does not confer any rights on any person or third party other than the Parties and their permitted successors and assigns.

9.10. Any legal notice required to be given under this Agreement shall be in writing in English and shall be emailed to: (i) in the case of Us, legal@land.tech; and (ii) for Your attention, to Your primary contact email address as provided to Us. Normal communications shall be directed to the primary contacts of each Party. Notices served by email shall be deemed to be received on the working day after sending provided that the email was sent to the correct email address.

9.11. The Land Technologies entity you are entering into an Order Form with, the governing law, jurisdiction and dispute resolution

for the Agreement will be as laid out in the Jurisdiction Specific Terms.

10. Your Materials and Marks

10.1. The provisions in this Clause 10 apply if: (a) You (or any of Your Users) uploads to or makes available on the Services Your Materials or Your Marks; or (b) We require use of Your Materials or Your Marks in order to provide You the Services under this Agreement.

10.2. You warrant and represent to Us that You own or have obtained all necessary rights or licenses (as applicable) in and to Your Materials and Your Marks necessary to perform Your obligations and grant the licences set out in this Agreement and that Our use of Your Materials and Your Marks in accordance with this Agreement will not infringe the intellectual property rights of any third party.

10.3 You will indemnify, defend, and hold Us harmless from and against any losses, liabilities, damages, fees, costs, and expenses (including reasonably legal fees) (collectively, "**Losses**") We may incur in connection with a third-party claim to the extent arising out of any allegation that Our use of You Materials or You Marks infringes any third party's intellectual property or proprietary rights.

Definitions

We/Us/Our means the Land Technologies entity you are entering into an agreement with as laid out in the Jurisdiction Specific Terms.

You/Yours means the person or entity named on the Order Form or making use of the Services.

Affiliate means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a Party to this Agreement (whether by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such Party, for so long as such control exists).

Anonymous Data means technical or usage data regarding the usage, operation, and performance of the Services, and any other data (including Your Data and any data that has been generated by Our performance of the Services) that has been aggregated or otherwise anonymized or de-identified such that it cannot be associated with You or any User.

Anti-Bribery Legislation means the UK Bribery Act 2010, the US Foreign and Corrupt Practices Act 1977 and any similar legislation that applies to Us or the customer.

Confidential Information means information that is proprietary or confidential and is either clearly labelled as such or which would reasonably be considered to be confidential in nature. Our Confidential Information includes Anonymous Data and any non-public information regarding the Services and their functionality and performance. Your Confidential Information includes Your Data. Confidential Information does not include information that: (a) is already known to recipient without obligation of confidentiality; (b) is in or enters the public domain through no wrongful act of the recipient; (c) is or was lawfully received by recipient from a third party without confidentiality obligations; or (d) can be established by written documentation to have been independently developed by recipient without use of the Confidential Information.

Fees means the agreed charges which are set out in an Order Form in respect of the Services.

Initial Term means the initial contract period set out either in the Order Form or the Product & Feature Specific Terms.

Licence means the right for a single User to access and make use of the Services.

Modern Slavery Legislation means the UK Modern Slavery Act 2015 and any similar legislation that applies to LandTech or the customer.

Order Form means a document or online form which contains (and confirms) all of the agreed details of the Services to be provided. An Order Form may be a physical document or

contract, an online payment window or a detailed order form, in each case which reference these General Terms.

Policies means Our policies as set out on the Website including, but not limited to, the Acceptable Use Policy, the Privacy Policy and the Anti-Bribery & Corruption Policy.

Product & Feature Specific Terms means the terms applicable to Our specific products, services and modules as set out on the Website.

Services means the specific services ordered by You as set out in an Order Form.

Term means the Initial Term plus any Renewal Term(s).

Users means those individuals who are authorised by You to use a Licence.

Website means www.land.tech/legal.

Your Data means the data inputted by You (including personal data) and/or Your Users for the purpose of using the Services or facilitating Your use of the Services, and which might include but shall not be limited to name, email address, file uploads and sites area comments/notes.

Your Marks means the logos (or other brand identity), trademarks or trade names provided by or used by You.

Your Materials means Your Data together with any materials, designs, domain names, documentation, processes and procedures, information, programs, software and codes supplied by (or on behalf of) You to Us in connection with this Agreement.

Jurisdiction Specific Terms

General Terms & Conditions
Jurisdiction Specific Terms
Product & Feature Specific Terms
Website Terms of Use
Privacy Policy
Data Processing Agreement
Acceptable Use Policy
Cookie Policy
Anti-Bribery & Corruption Policy

1. Introduction

This page contains Jurisdiction Specific Terms for our Services.

If you are receiving any of the Services, please read the applicable terms carefully, as they form part of the Agreement between us, as described in the LandTech General Terms and Conditions, unless explicitly stated otherwise on your Order Form.

2. Contracting entity; Applicable Law, Jurisdiction and Dispute Resolution

- The geographic location relevant to the Services you are purchasing or using will determine (i) the entity entering into this Agreement, (ii) the address of that entity, (iii) the law that will apply in any dispute arising out of or in connection with this Agreement, and (iv) the courts that have jurisdiction over any such dispute, as set out in the table below
- For this Agreement, the geographic location relevant to the Services you are purchasing or using means (a) the location(s) that the data the Services provide represents information about, (b) the location(s) of any areas, land or properties at which specific Services are targeted, or (c) in respect of the Website Terms of Use, the location defined below for the site in question.

Geographic location relevant to the Services	Contracting entity	Sites operated (in respect of the Website Terms of Use)	Address	Governing law	Jurisdictio dispute resolution
United Kingdom	Land Technologies Ltd	land.tech, community.land.tech, givemyview.com, built-id.com	9 Appold St, Hackney, London, EC2A 2AP	English Law	Subject to exclusive jurisdictio the courts England a Wales
United States of America	Land Technologies, Inc.	landtech.us	251 Little Falls Drive, Wilmington, New Castle County, DE 19808	Delaware Law (without regards to conflicts of laws principles)	Disputes a in connec with the Agreemer be settled exclusivel through bi arbitration administe St. Peters Florida by pursuant t Comprehe Arbitratior Rules and Procedure (and in accordanc with the Expedited Procedure those Rule Judgment the award rendered

Geographic location relevant to the Services	Contracting entity	Sites operated (in respect of the Website Terms of Use)	Address	Governing law	Jurisdictio dispute resolution
					arbitrator(may be er in any cou having jurisdictio Notwithst the forego either part seek injun or other equitable monetary) from any c having jurisdictio

3. Additional terms applicable for specific geographic locations

United Kingdom

Clause 19.1 of the Website Terms of Use shall include, in addition:

> *"If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland"*

United States of America

Section 4, "Your Obligations", of the General Terms & Conditions shall include, in addition:

4.5 You shall: (i) obtain any necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation applicable to Your use of the Services; and (ii) limit use of the Services to your Users who have been appropriately trained.

4.6 If You use the Services for direct marketing purposes, You shall comply with the published guidelines of the Direct Marketing Association and all applicable non-solicitation and privacy laws and regulations.

4.7 You are solely responsible for using (and Your Users using) the Services and all data obtained through the Services in full compliance with all applicable federal, state and local laws, including without limitation all laws concerning privacy, solicitation and advertising practices, and data security, and You are solely responsible for monitoring and complying with any changes in law that may affect Your use of the Services or data obtained through the Services. Without limiting the generality of the foregoing, You represent, warrant and covenant that You will comply with the following laws and regulations: (a) Do-Not-Call ("DNC") registry prohibitions for both voice calls and text messages; (b) any licensing and bonding requirements applicable to Your business; (c) consumer cancellation rights; (d) mandatory disclosures; (e) cell phone restrictions; (f) text messaging restrictions; (g) opt-out rules; (h) call recording laws; (i) record retention requirements; (j) direct mail rules and best practices; (k) CAN SPAM Act and related email rules; and (l) all other applicable laws and regulations, as the same may be adopted or amended from time to time.

4.8 Without limiting the generality of any other provision hereof, in the event that You use text messaging or calling to communicate with persons whose information is obtained

through or using the Services, You represent and warrant that You are aware that, among other requirements, and will comply with, the Telephone Consumer Protection Act ("TCPA") and consumer protection rules and regulations that restrict and set forth circumstances under which You must obtain prior express written consent from a consumer before you can send them marketing calls or text messages. You must obtain consent from each and every recipient of such calls and texts, on each and every subject beyond the scope of the original consent. You are responsible for obtaining all required consents, and for complying with all applicable laws, including all amendments thereto from time to time, with respect to all text messages sent or received to persons whose information is obtained through or using the Services.

4.9 You represent, warrant and covenant that:

4.9.1 You shall obtain all required consents of any person with whom You communicate using data derived from the Services, You shall honour all opt-outs and consent revocations received from any person, and that You are solely responsible for doing so.

4.9.2 You will use the Services only in a manner that is acceptable under this Agreement and not for anything other than Your legitimate business purposes.

4.9.3 You will not use the Services, or any data derived therefrom:

4.9.3.1 For credit evaluation of or any other form of background check on an individual;

4.9.3.2 As a factor in establishing an individual's eligibility for credit or insurance;

4.9.3.3 In connection with underwriting individual insurance;

4.9.3.4 To evaluate risk in connection with the marketing or sale of insurance products of any kind, including but not limited to life, health, long-term care, disability, casualty, umbrella, mortgage, title or property;

4.9.3.5 For purposes of debt collection or for marketing or selling debt relief products or services;

4.9.3.6 In evaluating an individual for employment purposes;

4.9.3.7 In connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority;

4.9.3.8 In any other manner that would cause such use to be construed as a consumer report by any governmental authority.

4.9.3.9 For any marketing or telemarketing except in strict compliance with all governing laws;

4.9.3.10 In a manner that is actually or potentially libelous, slanderous, threatening, harmful, harassing, indecent, obscene, in violation of the intellectual property rights of any person or so as to cause nuisance, annoyance or inconvenience to any person;

4.9.3.11 To engage in spamming or other unsolicited advertising, marketing or other activities, including, without limitation, any activity prohibited by applicable laws;

4.9.3.12 To violate the publicity or privacy rights of another individual;

4.9.3.13 To create or compile, directly or indirectly, any collection, compilation, or other directory from any content displayed through the Services except for Your internal, legitimate business use;

4.9.3.14 To access or use the personal or confidential information of any third party without their permission, or attempt to do so;

4.9.3.15 To mislead recipients of any call, text, email or other message as to Your identity, including without limitation by creating a false caller ID (e.g., ID spoofing), forging addresses or headers, or fraudulently undertaking other technical measures to misrepresent the origin or identity of the sender or caller; or

4.9.3.16 To impersonate another person, act as another entity without authorization, or create multiple accounts.

Section 8, "Liability and Indemnity", of the General Terms & Conditions shall include, in addition:

8.10 We, and our third-party suppliers, do not warrant that We have obtained the consent of individuals whose data may be included in the Services for the disclosure or use of their personally identifiable information or for such individuals to be contacted. We, and our third-party suppliers, do use commercially reasonable efforts to honour requests from such individuals that their data be removed from Our systems. We therefore do not commit that any search results or other data set obtained through the Services reflects all individuals who might meet the search criteria, or that subsequent searches will return consistent results.

8.11 You agree to indemnify and hold harmless Us and our affiliates, and Our and their respective directors, officers, members, managers, employees, agents and successors and assigns, from and against any claim made by any third party that arises from, or is in any way connected with, Your use of the Services in violation of federal, state or local Do-Not-Call laws, rules or regulations.

Product & Feature Specific Terms

General Terms & Conditions
Jurisdiction Specific Terms
Product & Feature Specific Terms
Website Terms of Use
Privacy Policy
Data Processing Agreement
Acceptable Use Policy
Cookie Policy
Anti-Bribery & Corruption Policy

Introduction

This page contains the Specific Terms for various of our Services, including:

Product or Feature	Relevant Geographies
LandInsight Starter	UK
LandInsight Pro	UK
LandInsight Unlimited	UK
LandInsight Free	UK
LandTech Free	USA
LandTech Pro	USA
LandTech Premium	USA
Give My View	UK & USA
API Services	UK
Appraisal Tool	UK
Letter Sending	UK & USA
Utilities Report and Map Overlay	UK
Community Services	UK

If you are receiving any of these Services, please read the applicable terms carefully, as they form part of the Agreement between us, as described in the LandTech General Terms and Conditions, unless explicitly stated otherwise on your Order Form.

Throughout these Product & Feature Specific Terms, we use capitalised terms to refer to specific definitions. This is to ensure that you can be certain of the contractual terms you are agreeing to. If such terms are not defined in the Product &

Feature Specific Terms, they will have the same meaning as set out in the LandTech General Terms & Conditions.

Any references in these Product & Feature Specific Terms to "monthly" shall mean calendar months (e.g. 15 March to 14 April) and "annual" shall mean a period of 12 months (e.g. 3 December to 2 December), unless otherwise specified.

LandInsight Starter

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	**Renewal Subscription Period**	**Required non-renewal notice**	**Default billing period (if not otherwise stated in your Order Form)**
Monthly	Same as Initial Subscription Period	Any time prior to commencement of next Renewal Subscription Period	Monthly in advance
Annual	Same as Initial Subscription Period	Any time prior to commencement of next Renewal Subscription Period	Annually in advance

2. Providing Notice of non-renewal

Notice is provided via the self-serve cancellation functionality in the Service.

3. Upgrades

Using the functionality provided in our Services, you may upgrade your subscription from:

- LandInsight Starter to LandInsight Pro; or

- From monthly to annual subscription periods (with the first month being the month in which you made the upgrade).

By speaking with one of our representatives (via chat, telephone, video call or email), you may upgrade your subscription from LandInsight Starter to LandInsight Unlimited.

Where you choose to do so, you will be billed at the new higher rate, with a pro-rata adjustment made for the month in which you made the upgrade.

LandInsight Pro

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	**Renewal Subscription Period**	**Required non-renewal notice**	**Default billing period (if not otherwise stated in your Order Form)**
Monthly	Same as Initial Subscription Period	Any time prior to commencement of next Renewal Subscription Period	Monthly in advance
Annual	Same as Initial Subscription Period	Any time prior to commencement of next Renewal Subscription Period	Annually in advance

2. Providing Notice of non-renewal

Notice is provided via the self-serve cancellation functionality in the Service.

3. Upgrades

- By speaking with one of our representatives (via chat, telephone, video call or email), you may upgrade your

subscription from LandInsight Pro to LandInsight Unlimited.

- Using the functionality provided in our Services, you may upgrade your subscription from monthly to annual subscription periods (with the first month being the month in which you made the upgrade).

Where you choose to do so, you will be billed at the new higher rate, with a pro-rata adjustment made for the month in which you made the upgrade.

LandInsight Unlimited

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	**Renewal Subscription Period**	**Required non-renewal notice**	**Default billing period (if not otherwise stated in your Order Form)**
Annual	Same as Initial Subscription Period	30 days prior to the end of the then current Term	Annually in advance

2. Providing Notice of non-renewal

Notice must be provided to us in writing.

LandInsight Free

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	**Renewal Subscription Period**	**Required non-renewal notice**	**Default billing period (if not otherwise stated in your Order Form)**
Monthly	Same as Initial Subscription	N/A	N/A

Initial Subscription Period (if not otherwise stated in your Order Form)	Renewal Subscription Period	Required non-renewal notice	Default billing period (if not otherwise stated in your Order Form)
	Period		

LandInsight Free is a Value Add Service, for which no Subscription Fees are payable.

2. Upgrades

Using the functionality provided in our Services, you may upgrade your subscription from LandInsight Free to LandInsight Starter or LandInsight Pro.

By speaking with one of our representatives (via chat, telephone, video call or email), you may upgrade your subscription from LandInsight Free to LandInsight Unlimited.

Where you choose to do so, you will be billed at the new higher rate, with a pro-rata adjustment made for the month in which you made the upgrade.

LandTech Free

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	Renewal Subscription Period	Required non-renewal notice	Default billing period (if not otherwise stated in your Order Form)
Monthly	Same as Initial Subscription Period	N/A	N/A

LandTech Free is a Value Add Service, for which no Subscription Fees are payable.

2. Upgrades

Using the functionality provided in our Services, you may upgrade your subscription from LandTech Free to LandTech Pro.

By speaking with one of our representatives (via chat, telephone, video call or email), you may upgrade your subscription from LandTech Free to LandTech Premium.

Where you choose to do so, you will be billed at the new higher rate, with a pro-rata adjustment made for the month in which you made the upgrade.

LandTech Pro

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	**Renewal Subscription Period**	**Required non-renewal notice**	**Default billing period (if not otherwise stated in your Order Form)**
Monthly	Same as Initial Subscription Period	Any time prior to commencement of next Renewed Subscription Period.	Monthly in advance

2. Providing Notice of non-renewal

- Notice is provided via the self-serve cancellation functionality in the LandTech Pro Service.

3. Upgrades

- By speaking with one of our representatives (via chat, telephone or email), you may upgrade your subscription from LandInsight Pro to LandInsight Unlimited.
- Using the functionality provided in our Services, you may upgrade your subscription from monthly to annual subscription periods (with the first month being the month in

which you made the upgrade). Where you choose to do so, you will be billed at the new higher rate, with a pro-rata adjustment made for the month in which you made the upgrade.

LandTech Premium

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	Renewal Subscription Period	Required non-renewal notice	Default billing period (if not otherwise stated in your Order Form)
Annual	Same as Initial Subscription Period	30 days prior to the end of the then current Term	Annually in advance

2. Providing Notice of non-renewal

Notice must be provided to us in writing.

Give My View

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	Renewal Subscription Period	Required non-renewal notice	Default billing period (if not otherwise stated in your Order Form)
Annual	Same as Initial Subscription Period	30 days prior to the end of the then current Term	Annually in advance

2. Terms of Use

2.1 We (and Our licensors) reserve all rights, title and interest (including all intellectual property rights) in the Results. We grant You (and Your Users) a non-transferable and non-sublicensable right to use the Results during the Term, subject to the terms of the Agreement. To the extent that You or any of Your representatives acquires any intellectual property rights the Results, You shall assign, or procure the assignment of, such intellectual property rights with full title guarantee (including by way of present assignment of future intellectual property rights) to Us or such third party as We may elect. You shall execute all such documents and do such things as We may consider necessary to give effect to this Clause 2.1.

2.2 You acknowledge that the Results or any other content generated from Our performance of the Services is not intended to amount to advice on which You should rely. You agree to obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Results or any other information generated from the Services.

2.3 For the purposes of these Product & Feature Specific Terms, “Results” means the data, reports, insights, analysis, data visualisations, analytics, interpretations and statistics generated from the Supplier’s performance of the Services

3. Providing Notice of non-renewal

Notice must be provided to us in writing.

API Services

1. Subscription Period and Billing

Initial Subscription Period (if not otherwise stated in your Order Form)	**Renewal Subscription Period**	**Required non-renewal notice**	**Default billing period (if not otherwise stated in your Order Form)**
Annual	Same as Initial Subscription Period	30 days	Annually in advance

2. Definitions and interpretations

2.1 Throughout the Agreement, including the Product & Feature Specific Terms, we use capitalised terms to refer to specific definitions. This is to ensure that you can be certain of the contractual terms you are agreeing to.

2.2 The additional definitions applicable to the Product & Feature Specific Terms for the API Services are as follows:

"API" means the Application Programming Interface (API) provided by us, and any accompanying or related documentation made available by us.

"API Call" means a single request to the API for data.

"API Services" means the provision of access to the API, as may be further detailed in an Order Form.

"Applications" means any web, mobile or desktop applications or other software services developed or contributed to by you that are authorised to utilise or interact with the API pursuant to this Agreement.

"Bulk API Endpoint" means a specific API endpoint designated by Us for the purpose of retrieving a large volume of data or multiple records in a single or series of requests, as distinguished from endpoints designed for single-record or limited-volume retrieval.

"Derived Data" means any works created by you using the data provided through the API Services that replicates the data provided through the API Services, or that has the potential to do so, or provides a potential substitute for the data provided through the API Services, irrespective of the time at which the Derived Data was created.

"Permitted Uses" means the use case or cases agreed and stated in the Order Form.

3. Our Obligations

3.1 We accept certain obligations in section 3 of the General Terms & Conditions. These will not apply, nor we will be liable to you for any breach of the Agreement, to the extent caused by: (i) use of the API contrary to the Agreement, our instructions, or

modification or alteration of the API by any party other than us or our duly authorised contractors or agents; (ii) where non-conformance has been caused by unsupported software or other third party services not under our control; or (iii) delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the API may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.2 Nothing in this Agreement shall prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

4. Your Obligations

4.1 Access to the API Services is provided in accordance with the LandTech General Terms & Conditions and all other terms within the Agreement. You should carefully read all the included Terms and Policies.

4.2 You shall only use the API Services, the data provided from them and any Derived Data, for the Permitted Uses described in the Order Form.

4.3 You agree not to resell, share or supply the data obtained from the API (including any Derived Data) on a standalone basis, or in a manner that allows a third party to gain direct access to our underlying data, or to use the data to create a product or service that directly competes with the Services, unless expressly permitted by Us in writing.

4.4 You shall not exceed any maximum number of API Calls specified in the Order Form to access and use the API Services, and should you do so, if so stated on the Order Form you may be charged overages for each API Call above the maximum number.

4.5. You agree not to attempt to circumvent any API usage limits, access restrictions, or intended data acquisition methods (including those for bulk data retrieval) by, for example, making repeated individual API calls to obtain large volumes of data that

are typically available via designated Bulk API Endpoints. Any such attempt may constitute a material breach of this Agreement.

4.6. If Your Permitted Use includes access to Bulk API Endpoints, You may retrieve and store the data obtained from such Bulk API Endpoints solely for Your Permitted Uses. Your rights to store and use data obtained via Bulk API Endpoints are subject to all other terms of this Agreement, including without limitation, the Intellectual Property clauses (Clause 5 of the General Terms) and the data disposal requirements included in Clause 4.9 below.

4.7 You will not allow the API Services or associated API key to be used by any unauthorised person or entity.

4.8 You must keep the API key and password secure and confidential and you agree to implement industry standard security measures in your applications and systems that interact with the API to prevent unauthorised access or use. You must notify Us immediately upon becoming aware of any actual or suspected unauthorised use of Your API Key or any security breach related to the API.

4.9 On termination of the Agreement for API Services for any reason, you shall:

4.9.1 Immediately discontinue all use, commercial or otherwise, of the data provided to you through the API Services as well as any Derived Data.

4.9.2 Within 5 working days, delete all data provided through the API Services, and all Derived Data, from Your files, systems and overall computing environment (save for any copies required to be retained under applicable law or for internal audit purposes, provided such retained copies remain subject to the confidentiality and usage restrictions of this Agreement) and provide certification of such deletion to us upon request within 10 days of such request.

4.10 You will not undertake any conduct within your ordinary use of the API that could cause disruption to, or impair our ability to provide, the API. We have the right to prevent actions by you

and to limit use for investigation, in the event that we identify excessive use or unusual activity within the API.

4.11 You shall provide us with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by us in order to provide the API, including but not limited to Customer Data, security access information and configuration services.

4.12 You shall not in any way engage with any individual or entity considered as our competitor by way of selling, sharing or in any way supplying, any of our data or any data derived from the API.

4.13 In the case of redistribution permitted use cases:

4.13.1 You shall provide us with an up-to-date list of any and all clients utilising products and services populated by the API as and when reasonably requested by us to do so.

4.13.2 You shall make individual API Calls for each report you create.

4.14 You shall carry out all other responsibilities required from you as set out in this Agreement in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary.

4.15 You shall be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

Appraisal Tool

1. Subscription Period and Billing

Initial Subscription Period	Renewed Subscription Period	Required non-renewal notice	Default billing period (if not otherwise stated in your Order Form)
Annual	Annual	30 days' notice to us in writing	Annual in advance

2. Terms of Use

2.1 The Appraisal Tool is intended to be used for guidance only and should not be relied upon for making decisions, for which you should undertake your own assessments with assistance from professional advisors where required. Accordingly, the provision of access to the Appraisal Tool is provided "as is" with expressly no warranties of any kind, including as to accuracy or fitness for a particular purpose, to the extent permitted by law.

Letter Sending

1. Terms of Use

You must provide us with relevant information regarding letter recipients that have requested not to be contacted with further letter based communications, so that LandTech can make all attempts to prevent future contact

Utilities Report and Map Overlay

1. Subscription Period and Billing

Orders for the Utilities Report and Map Overlay may be placed via the Services, a separate Order Form is not required. There is no Subscription Period specifically associated with the Utilities Report and Map Overlay themselves, as these are ordered on a case by case basis.

2. Other Terms for the Utilities Report and Map Overlay

2.1 Reference to LandTech below, includes reference to LandTech or any of its third party suppliers engaged to supply the Utilities Report and Map Overlay.

2.2 Reference to the “Utilities Report and Map Overlay” means the “Utilities Report” and “Utilities Map Overlay” products and features, supplied to You via the Services.

2.3 Payment is made in advance per order, unless otherwise agreed in writing by us.

2.4 No liability of any kind is accepted by LandTech due to the failure of a statutory undertaker or utility asset owner responding the LandTech’s enquiries, and no guarantee is given as to the completeness of the service within any given timeframe nor the availability of this aspect of the Service, although we will use reasonable endeavours to provide the Utilities Report and Map Overlay within 10 working days.

2.5 The list of statutory undertakers contacted as part of delivery of a Utilities Report and Map Overlay is derived from a range of sources, including information supplied by UK-wide Highway Authorities and other online sources. Any omissions from this list and / or any statutory undertakers that do not respond, is not the responsibility of LandTech. No liability of any kind whatsoever is accepted by LandTech, its servant or agents, for any error or omission in respect of information contained on the plans or responses provided. The location of utility assets and other services must be verified and established on site before any mechanical plant is used and prior to breaking ground. Telecommunications masts are excluded from a standard search. No liability of any kind is accepted by LandTech due to the failure of a statutory undertaker to respond within the timeframes given within the terms and pricing schedule, or within timeframes agreed for individual orders.

2.6 LandTech will hold the information relating to an order for 90 calendar days from report completion. The validity period of each response is subject to individual asset owners. Where not conveyed on each response, it is Your responsibility to determine the validity period of each response.

2.7 LandTech shall have no liability for use of the Utilities Report and Map Overlay other than for the purpose which they were prepared.

2.8 You must not sell or supply information from the Utilities Report and Map Overlay whether in whole or in part, or any other information derived wholly or in part from the Utilities Report and Map Overlay, except as agreed by LandTech.

2.9 The information provided within the Utilities Report and Map Overlay must not be used for the provision of any kind of central record or database of information.

2.10 During the 90 calendar days following its initial issue, follow-up responses will be added into a Utilities Report and a new version issued within a reasonable timeframe from receipt by LandTech. Responses received after 90 calendar days will not be issued.

2.11 You must not integrate the Utilities Report and Map Overlay or its information into another intranet / extranet website or online platform. You must not sell or supply the Utilities Report and Map Overlay or its information whether in whole or in part, or any other information derived wholly or in part from the Utilities Report and Map Overlay.

2.12 Submission of an order for a Utilities Report and Map Overlay constitutes agreement of these Product & Feature Specific Terms and an instruction to proceed. No reductions or refunds are made in respect of orders cancelled after they are received by LandTech.

2.13 Where a project takes place on a private site, for example a military or industrial establishment, or a sensitive site such as a prison, statutory undertaker information may not be obtainable. Occasionally permission letters need to be provided to enable the procurement of statutory undertaker information on Your behalf. Historical data may also need to be obtained from the relevant estates department.

2.14 LandTech may increase the search area for processing purposes.

2.15 Postcodes and grid references are generated from the search area submitted by You, with grid references derived from the Ordnance Survey's British National Grid and postcodes from Royal Mail. In addition, LandTech may amend the site name as required to make it specific to the site geometry and to assist the statutory undertakers with processing the request.

2.16 Affected follow up responses, received within 90 working days of the initial completion date of a Utilities Map Overlay, will be added to the Utilities Map Overlay and be available via the prescribed means within a reasonable timeframe from receipt by LandTech.

2.17 The Utilities Map Overlay is a compilation of plans provided at different scales and is intended to provide a visual representation of assets in the search area. A Utilities Map Overlay will not contain any further information such as plant depths, plant sizes, capacities, or plant types, unless where agreed prior. Further information may be available within individual utility responses contained within the Utilities Report.

2.18 Subject to clause 8.1 of the LandTech General Terms and Conditions, the liability of LandTech in connection with the supply of the Utilities Report and Map Overlay and associated Services whether in contract, tort (including negligence or breach of statutory duty) or otherwise shall not exceed the total Fees paid for the applicable Utilities Report and Map Overlay to which the liability relates. Clause 8.7 of the LandTech General Terms and Conditions shall not apply. Save as foregoing, the remainder of clause 8 of the LandTech General Terms and Conditions shall continue to apply.

Community Services

1. Subscription Period and Billing

1.1 Community Services may be provided by us to selected Authorised Users of yours, where you are a customer of eligible Services. We may invite such users directly and they will only be entitled to access the Services during the time your Subscription Period for such eligible Services are provided.

2. Terms of Use

2.1 Without limiting clause 4.1 of the General Terms, you are responsible for: (i) ensuring that Your Authorised Users use the Community Services in accordance with the Agreement and the Website Terms of Use available at www.land.tech/legal; and (ii) any breach of the Agreement or the Website Terms of Use by Your Authorised Users.

Website Terms of Use

General Terms & Conditions
Jurisdiction Specific Terms
Product & Feature Specific Terms
Website Terms of Use
Privacy Policy
Data Processing Agreement
Acceptable Use Policy
Cookie Policy
Anti-Bribery & Corruption Policy

What's in these terms?

These terms tell you the rules for using our websites at land.tech, landtech.us, community.land.tech, givemyview.com, built-id.com and all associated webpages, (our "sites" or "websites").

1. Who we are and how to contact us

1.1. landtech.us is operated by Land Technologies Inc (a Delaware Corporation). Other sites are operated by Land Technologies Ltd, a limited company registered in England and Wales under company number 08845300 with our registered office at 9 Appold St, Hackney, London, EC2A 2AP and VAT number 184170704. To contact us, please email support@land.tech or telephone our customer service line on +44 (0) 203 086 7855.

1.2. These terms of use represent the understanding between you and us in relation to the use of our websites and supersedes any other written or oral agreement in relation to its use. If you do not agree to these terms of use, then you must not use the sites.

2. By using our sites you accept these terms

2.1. By using our sites, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our sites. In addition, when accessing our sites you shall be subject to any posted guidelines or rules applicable to our sites, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into these terms. We recommend that you print a copy of these terms for future reference.

3. There are other terms that may apply to you

3.1. These terms of use refer to the following additional terms, which also apply to your use of our sites:

3.1.1. Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

3.1.2. Our Cookie Policy, which sets out information about cookies on our sites.

3.1.3. If you purchase our subscription services from our sites, our General Terms & Conditions of service will apply to such service.

4. We may make changes to these terms

4.1. We amend these terms from time to time. Every time you wish to use our sites, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in July 2024.

5. We may make changes to our sites

5.1. We may update and change our sites from time to time to reflect changes to our products, our users' needs and our business priorities.

6. We may suspend or withdraw our sites

6.1. We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they

comply with them. Our sites are directed to people residing in England and Wales in the United Kingdom. We do not represent that content available on or through our sites is appropriate for use or available in other locations.

6.2 Without prejudice to other provisions of these terms, We may immediately terminate or suspend Your access to the sites without notice if You breach any of Your obligations or restrictions under these terms.

7. Creation of a user account

7.1. A user account can only be created when your business purchases User Subscriptions and assigns such subscriptions to Authorised Users.

7.2. User accounts may be created by us for you (when you are an Authorised User), or by you (when you are an Authorised User), depending on the Services purchased and the purchase method followed.

7.3. You may be invited to provide certain identification data the first time you log in.

7.4. We refer to the information used to create an account as “account information”. You agree to provide only accurate and complete information when creating or updating your user account information.

8. Accessing your user account

8.1. In order to access our Services and benefit from certain website services (including community services), you must login to your user account. Account information is personal and confidential. Users are responsible for keeping it secret and must not disclose it to any third party in any form or for any reason whatsoever. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user account

details or password, you must promptly notify us at compliance@land.tech.

8.2 Your user account password is modifiable within your user account. You and the organisation you represent are responsible for the use of your account information and you undertake to do everything possible to keep it secret and not to disclose it to anyone, in any form whatsoever and for any reason whatsoever. If you forget your password, you can generate a new one by using the functionality available in the Services.

8.3. You are solely responsible for the activity that occurs on your user account and will be responsible to keep your login information secure.

8.4. If you have reason to believe that a person is fraudulently using your account information or your user account, you must immediately inform us by e-mail at the following address compliance@land.tech.

8.5. You may not use any other user account without permission. A user account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the Authorised User to which it is assigned.

9. How you may use material on our sites

9.1. We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Subject to the rules and guidance which are displayed on our sites, you may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

9.2. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the

authors of content on our sites must always be acknowledged. You must not use any part of the content on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.

9.3. Content can be used for commercial discussion but it must never be reproduced or sold for commercial gain. If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. Using the community services

10.1. Users of the community services are granted access solely for the purposes of business use, as access is granted to such users on the basis of their organisation's business account with us. Please note that if your organisation ceases to be entitled to community services, your access will automatically end and you will not be able to access any information contained in the community services.

10.2. You must be at least 18 years old in order to use the community services.

10.3. Content that you or others share within the community services are referred to as “user content”.

10.4. You warrant that you have ownership of (or relevant explicit permission to use) all intellectual property rights in the user content you post to the websites. We do not claim ownership of any user content.

10.5. You will hold us harmless from all claims or actions brought by third parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in your user content.

10.6. You must not post content which includes: (i) sexually explicit materials; (ii) obscene, misleading, defamatory, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright,

trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker; (vi) or anything that we, in our reasonable opinion, object to (all of which we refer to as “objectionable content”) via the community services.

10.7. You may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the community services.

10.8. You must not create accounts with the community services through unauthorized means, including by way of example, by using an automated device, script, bot, spider, crawler, scraper or similar technologies.

10.9. You must not attempt to restrict another user from using or enjoying the community services and must not encourage or facilitate violations of these website terms.

10.10. In order to ensure the community services provide the best experience possible for everyone, if you see any inappropriate content, we ask that you use the “Report as offensive” feature found under each post.

10.11. We have no general obligation to monitor user content. We have set up a reporting tool allowing any user to notify us of objectionable content.

11. Do not rely on information on these sites

11.1. The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites. Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up to date.

12. We are not responsible for websites we link to

12.1. Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

13. Our responsibility for loss or damage suffered by you whether you are a consumer or a business user:

13.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

13.2. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our General Terms & Conditions.

14. If you are a business user:

14.1. We exclude all implied conditions, warranties, representations or other terms that may apply to our sites or any content on them.

14.2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our sites; or
- use of or reliance on any content displayed on our sites.

14.3. In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;

- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

15. If you are a consumer user:

15.1. Please note that we only provide our sites for domestic and private use. You agree not to use our sites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.2. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

15.3 We accept no responsibility or liability for, and shall have no involvement with, any contact, relationship, dealing or agreement that You may have or enter into with any other user of the sites. Any contact or relationship (commercial or otherwise) that You have with any other user is strictly between You and that user.

16. We are not responsible for viruses and you must not introduce them

16.1. We do not guarantee that our sites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our sites. You should use your own virus protection software. You must not misuse our sites by knowingly

introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

16.2. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

17. Rules about linking to our sites

17.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our sites in any website that is not owned by you. Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our sites other than that set out above, please contact compliance@land.tech.

18. User Content

18.1. By submitting information, details, data, text, photos, graphics or any other content whatsoever to us in connection with your use of the sites (**"User Content"**), you grant us a non-exclusive, royalty-free, sublicensable, perpetual and worldwide license to use that User Content at our own discretion.

18.2. You promise us that any User Content you submit to us via the sites will not infringe the intellectual property rights or any other rights of any third parties.

18.3. You agree that you will not submit any User Content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our terms. You also agree not to submit any User Content that is false and misleading or uses the sites in a manner that is fraudulent or deceptive. We will not be responsible or liable to any third party for User Content or the accuracy of any materials submitted by you or any other users of the sites.

18.4. You agree that we can edit or take down from the sites any User Content you submit to us without notice if we believe it is in breach of these terms. You are responsible for keeping copies of your User Content, and we will not make any backup copies or return any User Content to you when you cease to use the sites for any reason (including where you choose to and also where your use or access has been suspended, disabled or terminated).

18.5. You acknowledge and agree that, although we use reasonable efforts to alert users of the sites that they may not misuse your User Content, we cannot guarantee this and accept no liability to you if it is misused by third parties.

19. Which country's laws apply to any disputes?

19.1. Laws governing any disputes and courts with jurisdiction, are as defined in the Jurisdiction Specific Terms.

Privacy Policy

General Terms & Conditions
Jurisdiction Specific Terms
Product & Feature Specific Terms
Website Terms of Use
Privacy Policy
Data Processing Agreement
Acceptable Use Policy
Cookie Policy
Anti-Bribery & Corruption Policy

Last updated: 15 August 2024

We are committed to protecting and respecting your privacy. Land Technologies Ltd, Land Technologies, Inc (“LandTech”, “we” “us” “our”), or the relevant LandTech group company (including Built-ID Limited), is the controller of your personal data and can be contacted at compliance@land.tech. This Privacy Policy (together with our General Terms & Conditions, Website Terms of Use and any other documents referred to in it) sets out the basis on which any personal data will be handled by us when you use our services, supply services to us, apply for a job with us or browse our websites. Please take your time to read this Privacy Policy as it's important for you, and us, that you understand everything in it. Then you can get to finding development opportunities! First off...

Our Services

We operate:

- www.land.tech ("UK marketing site")
- www.landtech.us ("US marketing site")
- app.landinsight.io, app.landenhance.io and app.land.tech ("web apps")
- LandInsight GO ("mobile app")
- community.land.tech (LandTech Community)
- www.built-id.com (“Built-ID marketing site”)
- www.givemyview.com (“GMV platform”)

Together, these form "our services". This Privacy Policy sets out the extent of the processing of personal data during all the services listed above.

Data Collection

This section explains the types of personal data we collect from and about you, and the sources of that data.

Data you give us.

This is information about you that you give us by filling in any forms on our services or by corresponding with us by phone, email or otherwise. It includes information you provide when you register to use our services or subscribe to any of our services, and when you report a problem with any of our services. The information you give us may include your name, address, email address, phone number or financial information required for billing purposes.

You may also provide us with information when you attend a networking event.

In our mobile app or LandTech Community, this may be location data and photos in your camera roll. Please see the LandInsight GO section for more detail about this. In LandTech Community and the GMV platform this might also include posts and pictures you share or actions on other posts e.g. likes or comments, event registration details.

You may also participate in a poll or survey on the GMV platform in relation to your views on a particular project or campaign. We may ask for your contact information when participating in a poll and for your views and opinions on questions specific to that campaign. Please note that you can still vote anonymously by choosing not to provide this information, but it is only by creating a profile and providing your name and email address that you can donate points earned by voting to a local charity. Where a client requests additional information specific to a particular project or campaign, they will act as controller in respect of such information in line with their privacy policies.

Please ensure that if you provide us with another individual's personal data, for example by using the "Recommend" function on LandTech Community, that they have agreed to you giving it to us.

Note that if you provide us with your special category data (for example, in a post on LandTech Community sharing data revealing racial or ethnic origin, political opinions, religious and philosophical beliefs or sexual orientation, etc.) by providing such data, you agree to their processing by us and our service providers if applicable under the conditions set forth in this Privacy Policy.

If you apply for a job with us, you will be required to provide us with your contact information, professional experience, educational history and qualifications, and other information that may be included on your CV. We will also ask for information necessary to complete right to work and background checks. This will be explained further to you at the relevant stage of the job application process.

Data we collect about you.

With regard to your use of our services, we will automatically collect the following information:

- Technical information: the Internet protocol (IP) address, your login information, browser type and version, time zone setting, date and time of access, browser plug-in types and versions, operating system, pages visited and platform.
- High level data about your sessions: the full Uniform Resource Locators (URL), clickstream to, through and from our marketing sites (including date and time), page response times, download errors, length of visits to certain pages, features used in our web app, page interaction information, and any phone number used to call us.
- Cookies: to distinguish you from other users, this helps us to provide you with a good experience when you browse our marketing sites and use our web app. We also use service providers who use cookies with tracking technologies in order to facilitate various features of our Services. It also allows us to improve our services. For more detail on the use and purpose, please see our Cookie policy.

Data we collect from third party sources.

In common with many companies, we collect information about prospective and actual customers from public sources (such as LinkedIn or public registers such as Companies House) and from reputable providers of business information, such as Dunn & Bradstreet. This information typically includes name, job title and contact information.

Data Uses

Data you give us.

We use this information:

- To provide you with the information, products, answers and services that you request from us and give you access to the relevant platform and its features;
- To take payment of fees for the Services from you;
- To notify you about important changes regarding any of our services and platforms, we usually communicate this by email;
- To conduct research on the performance and utility of the website and platform to develop and improve the services and features we provide;
- Where you do not object (or, where required by applicable law, where you consent), to send you marketing communications or invitations to events we are organising or participating in and/or other information about us and our services that we believe may be of interests to you;
- In our web and mobile apps, so you can identify your own work, such as in the site card comments and attachments;
- To manage our relationships with suppliers of services to us;
- To assist with disputes, claims or investigations and comply with our own legal obligations;
- In LandTech Community:

To create and manage your user account (this may be done via your existing Facebook/LinkedIn/Google account);

To connect you, and allow you to communicate with, other users, including those close to your location using the geolocation settings on your device;

To investigate reports about inaccurate or inappropriate content by other users;

- In the GMV platform:
- to refine our search criteria;
- We may contact you about the poll or project where we believe relevant information and updates may be of interest to you; and
- Where you apply for a job with us, in order to: (i) consider your application, including running interviews and assessments; and (ii) carry out right to work and background checks necessary to determine whether it is legal and appropriate for you to work for us.

Automatically collected data.

We use this information:

- To ensure that our digital platforms function as intended, and allow you to receive the services you request;
- To tailor our presentation of content to you and your device;
- To administer our services and for internal operations. These include: troubleshooting, data analysis, testing, research, improvements and statistical purposes;
- To provide you with technical support and adequately respond to individual needs;
- To allow you to participate in interactive features of our service, when you choose to do so; and
- As part of our efforts to keep our site safe and secure, including preventing account abuse and detecting possible breaches.

If you use LandInsight GO, and you give us your permission to do so, we will automatically access your mobile phone camera and your location data. We use your camera to enable you to

take pictures of sites and save them to your camera roll and/or sites area. You'll then be able to view the pictures in the mobile app and the web app. Meanwhile, we use your location data to facilitate the accuracy of site spotting. You can change these preferences for either of these features in your mobile phone settings at any time. You can also delete the photos from any of our services. If you don't allow us to access your location data, you'll still be able to use our mobile app but it may be more difficult for you to accurately identify a site location.

Data collected from third party sources.

We use this information to improve the quality and accuracy of our customer relationship management data, and to identify prospective customers who may be interested in our services, so that we can share relevant marketing materials with them.

Data shared with third party sources.

We will only share your data with the following categories of third party, and for the following purposes:

- Any member of our corporate group, which means our subsidiaries and affiliates, for the purposes described in this policy.
- Our service providers (including providers of customer relationship management, online community management software, cloud services, email services and marketing assistance tools and communications software) who help us to provide our services and to perform each of the purposes set out above. Our service providers act on our instructions, and are subject to contractual undertakings that protect the confidentiality and security of your personal data
- Organisers who manage events in which case the details will only be used for the purposes of the event you have signed up to.
- On the GMV platform, we share answers given to the polls with our clients that have engaged us to conduct the poll, such as property developers, local councils and other organisations wanting to understand public opinion on a

project. This may be through relevant communications agencies as part of the services we provide to them. We may analyse and aggregate the information before sharing this with our Clients and their communications agencies, and our Clients may also analyse your information to help shape their projects. Please see any third party privacy policies as required in order to understand the processing of your personal data. Our clients or their communications agency may contact you to invite you to events or exhibitions relating to the project or to ask you for further information relating to the poll (e.g. further details about your opinions or they may ask you to provide a letter of support or otherwise, as determined by them). Our Client engaging in the poll will be specified on the GMV platform and linked to the relevant poll.

- Third party service providers (for example, HM Land Registry) if you are an existing customer of such providers and you access their services through our platform. Data may be shared to help these third parties provide services to you.
- Third party providers of cookies and similar technologies, as explained in our Cookie Policy.
- Our regulators, including supervisory authorities for data protection, and with courts and law enforcement to comply with all applicable laws, regulations and rules, and requests of law enforcement, regulatory and other governmental agencies.
- Other professional business partners such as lawyers, accountants or auditors.
- If, in the future, we sell or transfer some or all of our business or assets to a third party, or invite investment in our company, we may disclose information to a potential or actual third party purchaser of our business or assets.

Links to third party sources.

Our services from time to time may contain links to other websites and applications which are operated by third parties.

Please note that this privacy policy applies only to the personal data that we collect through our platforms and sites and we cannot be responsible for personal data that third parties may collect, store and use through their website.

Legal basis

We will only collect, use and share your personal data where we are satisfied that we have an appropriate legal basis to do this. The legal basis we rely upon may impact which rights you have in relation to your personal data (see "Your Rights" below for more information). The legal bases we rely upon are:

- **Performance of a contract with you**. This applies where you contract with us as an individual, and the processing of your personal data is necessary to provide you with the services, in accordance with our General Terms & Conditions and Website Terms of Use.
- **Your consent**. This only applies where we have clearly obtained your consent. For example, we may obtain your consent for direct marketing purposes (although note we may also rely on our 'legitimate interests', where permitted to do so by law). We also rely on your consent to access your camera and location data for LandInsight Go (see above). We also rely on consent for non-essential cookies as required under the relevant laws. Where we rely on your consent, you have the right to withdraw it at any time (for example, by unsubscribing from marketing, changing your mobile app settings, or otherwise contacting us using the details set out in this Privacy Policy).
- **Legal obligation**. This applies whenever we need your personal data to comply with a legal obligation, for example maintaining proper accounting records of your transactions with us, or carrying out right to work checks when you apply for a job with us. We may also be under a legal obligation to share data with courts, regulatory or other governmental agencies.

- **Legitimate interests**. Where the above do not apply, we will have established a legitimate interest to process your personal data for a purpose described in this policy, and will ensure that our interest is not overridden by your rights and freedoms. For example, we have a legitimate interest in:
- Maintaining contact information for representatives of our corporate customers, so that we can provide our services to them and administer their accounts;
- Collecting business contact information for appropriate prospective customers and sending them relevant information about services we reasonably believe may be of interest to them and their business;
- Our use of essential cookies in order to provide you with functional websites;
- Conducting direct marketing and keeping you up-to-date with our services and current activities/campaigns; and
- Preventing account abuse and detecting possible security breaches with respect to our digital platforms.

Referrals

If you've been referred to our services by a friend, they will be able to provide you with a referral link so that you both can take advantage of our referral scheme benefits. As someone who has been referred to us, we only process your data once you fill in the relevant form to sign up for a free trial and/or use any of our services.

Once you've been referred to us and you choose to use any of our services, you'll then be subject to the relevant sections of this Privacy Policy so please do read them carefully.

Data retention

Our approach is to only retain personal data for as long as is necessary to satisfy the relevant purpose(s) set out in this policy. We maintain a retention policy taking into account all relevant data categories and imposing timeframes that these

should be kept for. Upon expiry of those timeframes we have systems in place to ensure the data is deleted or pseudonymised. Some examples of relevant timeframes we have in place are as follows:

- We will hold information required to maintain accurate company and accounting records (e.g. records of transactions) for 6 years, after which it will be destroyed.
- We will continue to retain personal data where it is necessary for us to establish, exercise or defend legal claims, for example to enforce our contracts or to defend claims from or involving you.
- If you apply for a job with us and are unsuccessful, we will retain your application and personal data for a period of no more than 12 months from our last communication, in order to consider you for future positions and for reporting purposes.

You're able to subscribe and resubscribe from our services at any time so we will not delete your data unless you ask us to do so. However, after 12 months of inactivity we will automatically delete your account and all associated data or anonymise it so that you can no longer be identified from the information. We may hold anonymised data indefinitely.

Please see Your Rights, for more information about this. If you would like your data deleted now, you can email us at compliance@land.tech

Data security

We will make sure to use reasonable measures to protect your personal data. This includes both physical and electronic security measures designed to reduce the risk of accidental destruction, loss or unauthorised disclosure. Measures we take include placing confidentiality requirements on our members of staff and staff at our third party service providers, destroying or permanently anonymising data is it is no longer needed for the purposes for which it was collected. We ask that you take care

to keep your information and passwords safe and secure when logging in to and using our services from your device.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

In the UK, if you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit https://www.getsafeonline.org/. Get Safe Online is supported by HM Government and leading businesses.

Where we store your data.

We are a UK headquartered group of companies, and primarily your data will be stored and processed in the UK. However, some of our service providers store and process data outside of the UK and the European Economic Area ("EEA"), for example in the United States. Not all countries outside of the UK and EEA have equivalent data protection laws to the UK and EEA, and consequently we have taken steps to ensure that service providers who may process your personal data outside the EEA have put in place appropriate measures to protect your data, such as by entering into a standard contractual clauses approved by the UK Government, EU Commission or a relevant supervisory authority as appropriate. For transfers to the United States, we utilise the Data Protection Framework where applicable. In non-routine circumstances, we may rely on a derogation available under data protection laws to transfer your personal data outside of the UK and EEA without the aforementioned measures in place. You have a right to see a copy of any agreement under which your personal data is transferred outside of the EEA, although this may be redacted for reasons of commercial sensitivity.

Childrens' Data

We do not and will not knowingly collect personal data from any unsupervised child under the age of 18. If you are under the age of 18, you may not use our platform unless you have the consent of, and are supervised by, a parent or guardian.

Direct Marketing

We like to keep you posted on everything you need to know about our Site. We usually do this by email. You can choose to stop receiving communications from us at any time by unsubscribing from our e-mails or by contacting us on the details given in the Contact Us section, below. We may ask you to confirm your marketing preferences if you instruct us to provide further services in the future or if we're required to do so by law or a restructuring of our business.

Your Rights

You have the following rights in relation to your personal data. Please note that some of these rights are dependent on our legal basis for processing your personal data, as explained above. Each right is also subject to exemptions, and we will inform you if we rely on one or more of these. Exercising your rights below is usually free of charge, unless we deem your request to be manifestly unfounded or excessive. We will endeavour to respond to your request promptly but please note there may be instances that we are not able to fully respond to your request, for example if it would detrimentally impact the confidentiality of third parties. Finally, when you make a request we may be required to take steps to confirm your identity.

- **To be informed**: the information detailed in this Privacy Policy includes everything related to how we use your data, both collected and given to us by you or any relevant third party.
- **The right to access**: you can request a copy of the data held and we will follow our internal procedures to provide you with the data that you request where we can, as required by law.

- **To rectification:** you can contact us to update or correct any of your information. There may be some rectifications you can carry out on your own so please check your account first.
- **Right to erasure**: you have the right to request the erasure of your data, in certain circumstances, by law. Within your account, there are some options for you to exercise this right without contacting us. We may need to hold some records to comply with our legal obligations, meet regulatory requirements, resolve dispute and prevent fraud.
- **Right to data portability**: Where our processing is based on your consent or the performance of a contract (see "Legal basis" above), you can request to obtain your personal data to reuse with another service. When you request this, we will provide this data in a commonly used format.
- **Right to object or restrict**: you have the right to object to our processing of your personal data that is based on legitimate interests (see "Legal basis" above), or for direct marketing purposes, and/or to restrict as you wish. For marketing you can utilise the unsubscribe links at the bottom of our emails.
- **Right not to be subject to automated decision making:** the right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you.

If you'd like to exercise any of these rights you can email us at compliance@land.tech, or via the specified contact options in the Contact Us section below or other details provided when using our services. In the UK, more information about the rights can be found on the UK Information Commissioner's Office (ICO) website.

As it relates to our services and the rights you may choose to exercise, there are some specifics we feel you should be aware of. You should note:

- Deleting our mobile app doesn't delete your data. If you'd like to exercise your right to erasure in this case, please

contact us.

- Where your location data is linked to a photo, turning off the location permission may still mean it is held on our servers. If you would like all the location data deleted you would have to delete all your photos from our services.
- You can exercise your right to erasure through the various delete options in our services. This includes the deletion of comments and attachments in the site card. Please note, if you delete anything from our web app it deletes from the mobile app and vice versa.
- We do not use your personal data for the purposes of profiling or automated decision making.

In the UK, you also have the right, at any time, to complain to your supervisory authority. This is the Information Commissioner's Office (https://ico.org.uk/make-a-complaint/). However, we ask that if you are unhappy you try to resolve this with us first – we will do our best to help.

Contact us

We welcome any questions or comments regarding this Privacy Policy. You can address them to compliance@land.tech. Equally, if you have a complaint you can contact us at the same address and we will try our very best to rectify the situation. We are not required to appoint a data protection officer given the processing activities we undertake, however we do appoint a person to oversee our data protection compliance and obligations.

Changes to our Privacy Policy

If you disagree with the changes contained in this Privacy Policy, you should deactivate your account with our services. Please contact us if you wish to request the removal of your personal data. Any changes we make to our Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by email. Please check back frequently to see any changes or updates.

Data Processing Agreement

General Terms & Conditions Jurisdiction Specific Terms Product & Feature Specific Terms Website Terms of Use Privacy Policy Data Processing Agreement Acceptable Use Policy Cookie Policy Anti-Bribery & Corruption Policy

1. Introduction

1.1. This Data Processing Agreement forms part of Agreement as defined in the LandTech General Terms & Conditions.

1.2. This Data Processing Agreement is made by and between the parties to the Agreement, and is entered into upon acceptance of the Agreement.

1.3. In this Data Processing Agreement:

1. **Agreement:** has the meaning set out in the LandTech General Terms & Conditions, of which this Data Processing Agreement forms part.

2. **Controller:** has the meaning ascribed to it in the Data Protection Legislation.

3. **Customer:** means the entity under the Agreement which has contracted with LandTech for the provision of Services.

4. **Data Protection Legislation:** means all laws and regulations that are applicable to the Processing of Customer Personal Data in connection with the provision of the Services under the Agreement. “Data Protection Laws” may include, but not limited to, the California Consumer Privacy Act of 2018 (“CCPA”); the EU General Data Protection Regulation 2016/679 (“GDPR”) and its respective national implementing legislations; the United Kingdom General Data Protection Regulation (“UK GDPR”); and the United Kingdom Data Protection Act 2018 (in each case, as amended, adopted, or superseded from time to time)

5. **Data Subject:** has the meaning ascribed to it in the Data Protection Legislation.

6. **LandTech:** means the entity under the Agreement providing services to the Customer.

7. **Personal Data Breach:** has the meaning ascribed to it in the Data Protection Legislation.

8. **Process/Processing:** has the meaning ascribed to it in the Data Protection Legislation.

9. **Processor:** has the meaning ascribed to it in the Data Protection Legislation.

10. **Standard Contractual Clauses:** means the "2021 Standard Contractual Clauses," defined as the clauses issued pursuant to the EU Commission Implementing Decision (EU) 2021/914 of June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at http://data.europa.eu/eli/dec_impl/2021/914/oj amended and updated from time to time).

11. **Sub-processor:** any further Processor appointed by LandTech in connection with the Services.

1.4. Except where expressly stated otherwise in this Data Processing Agreement, terms defined in the Agreement shall have the same meaning when used in this Data Processing Agreement.

2. General Terms

2.1. Each party shall comply with its respective requirements under the Data Protection Legislation. The provisions of this Data Processing Agreement are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

2.2. The parties acknowledge and agree that:

(a) where applicable, for the purposes of the Data Protection Legislation, the Customer is the Controller and LandTech is the Processor;

(b) the subject-matter of the Processing is the Customer Personal Data;

(c) the duration of the Processing is the duration of the Agreement plus any period during which LandTech continues to Process Customer Personal Data at the written request of the Customer or where required by applicable laws;

(d) the nature and purpose of the Processing is the use of the Customer Personal Data in the performance of the Services as envisaged by the Agreement (including, without limitation, in connection with services provided by Third Party Suppliers);

(e) the types of Personal Data which shall be Processed are data required for the use and/or performance of the Services including but not limited to:

(i) first and last name;

(ii) title;

(iii) position;

(iv) employer;

(v) contact information (company, email, phone, physical business address);

(vi) ID data;

(vii) professional life data;

(viii) connection data; and

(ix) localisation data.

(f) the categories of Data Subjects are:

(i) Authorised Users;

(ii) prospects, customers and business partners of the Customer (who are natural persons); and

(iii) employees or contact persons of the Customer's prospects, customers and business partners.

3. Data Processing Terms

3.1. Without prejudice to the generality of paragraph 2.1 of this Data Processing Agreement, LandTech shall, in relation to any

Customer Personal Data which is Processed in connection with the performance by LandTech of its obligations under this Data Processing Agreement:

(a) process that Customer Personal Data only on the written instructions of the Customer (which shall be deemed to include the terms of this Data Processing Agreement), unless otherwise required by EU or Member State laws, in which case LandTech shall inform the Customer prior to Processing, unless prohibited from doing so by EU or Member State laws;

(b) ensure that all Supplier personnel who Process any Customer Personal Data are obliged to keep the same confidential;

(c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, and that these measures are appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject to exercise rights under the Data Protection Legislation and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Customer without unreasonable delay on becoming aware of a Personal Data Breach in relation to the Customer Personal Data;

(f) subject to any provision of the Agreement regarding the deletion or return of Customer Personal Data, and at the written direction of the Customer, delete or return Customer

Personal Data and copies thereof to the Customer on termination of the Agreement unless required by EU or Member State laws to store the Customer Personal Data; and

(g) subject to and in accordance with any provision of the Agreement governing audit and access to records, make available to the Customer on request all information necessary to demonstrate compliance with the obligations in this paragraph 3, and allow for and contribute to audits, including inspections, conducted by the Customer or the Customer's designated auditor (provided always that audits shall be subject to reasonable prior notice, that the scope of the audit shall be agreed with LandTech in advance, and that the audit shall be conducted at the Customer's own expense).

3.2. LandTech shall inform the Customer if, in the Supplier's opinion, the Supplier's compliance with paragraph 3.1 (a) of this Data Processing Agreement would breach Data Protection Legislation. LandTech shall be entitled to suspend execution of the instructions concerned, until the Customer's Data Protection Officer (or such other person notified in writing by the Customer to the Supplier) confirms in writing that such instructions are lawful and are to be followed.

3.3. The Customer specifically authorises the use by LandTech of each of the Sub-processors listed in Annex 1 to this Data Processing Agreement, and generally authorises LandTech to make changes to its use of Sub-processors (including by appointing new Sub-processors). The authorisations granted by the Customer are subject to the conditions of paragraph 3.4.

3.4. LandTech shall:

(a) notify the Customer in advance of any change, thereby giving the Customer the opportunity to object to the change. Any such objections must be exercised without undue delay and on reasonable grounds;

(b) enter into written agreements with each Sub-processor which impose obligations on the Sub-processor which are

consistent with the terms of this Data Processing Agreement; and

(c) remain liable for the acts or omissions of each Sub-processor, subject to clause 8 of the General Terms & Conditions.

4. International Transfers

4.1. The Customer authorises LandTech to transfer Customer Personal Data (or permit any Sub-processor to transfer Customer Personal Data) outside the European Economic Area, the US and the United Kingdom, as necessary to provide the Services. LandTech shall ensure that any such transfer complies with the Data Protection Legislation, including by (where necessary) ensuring that:

(a) appropriate safeguards are in place in relation to the transfer;

(b) the Data Subjects have enforceable rights and effective legal remedies; and

(c) providing an adequate level of protection to any Customer Personal Data that is transferred.

4.2. Where the Customer is established in the European Union and where the UK is, for the purposes of GDPR, a third country that does not ensure an adequate level of data protection (and therefore transfers of Personal Data between the Customer and LandTech would constitute restricted transfers for the purposes of Chapter V of the GDPR) (“Restricted Transfer”), Module Two (Transfer controller to processor) and Module Three (Transfer processor to processor) of the Standard Contractual Clauses shall hereby be incorporated into this Data Processing Agreement by reference, with effect from the commencement of any Restricted Transfer. For the purposes of the Standard Contractual Clauses:

(a) the Customer shall be the data exporter;

(b) LandTech shall be the data importer;

(c) Appendix 1 shall be populated with the relevant details set out in paragraph 2.2 of this Data Processing Agreement and Appendix 2Data Processing Agreement shall be populated with the Supplier's commitment as set out in paragraph 3(c) of this Data Processing Agreement

(d) the optional docking clause in clause 7 does not apply;

(e) the certification of deletion in 8.5 and 16(d) shall be provided upon the Customer's written request;

(f) in clause 11, the optional language does not apply;

(g) the information required under clause 15.1 (c) will be provided upon Customer's written request; and

(h) where the Data Subject is based in the UK, the Standard Contractual Clauses shall be supplemented by the Information Commissioner's Standard Data Protection Clauses to be issued by the Commissioner under s119A(1) of the Data Protection Act 2018.

Annex 1 - Sub-processors

Supplier Name	Purpose (general description for information purposes only, not binding)	Website
AWS	Hosting	View Amazon AWS website
Auth0	Login	View Auth0 website
Papertrail	Logging	View Papertrail website
Mandrill	Email	View Mailchimp website
Mailchimp	Email	View Mailchimp website
Intercom	Customer Support	View Intercom website

Annex 2 – Technical and Organisational Measures.

To download our Technical and Organisational Measures click here

Acceptable Use Policy

General Terms & Conditions
Jurisdiction Specific Terms
Product & Feature Specific Terms
Website Terms of Use
Privacy Policy
Data Processing Agreement
Acceptable Use Policy
Cookie Policy
Anti-Bribery & Corruption Policy

1. During your use of the Services you shall not do anything that:

   1.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

   1.2. facilitates illegal activity;

   1.3. depicts sexually explicit images;

   1.4. promotes unlawful violence;

   1.5. is discriminatory based on race, gender, ethnicity, religious belief, sexual orientation, disability; or

   1.6. is otherwise illegal or causes damage or injury to any person or property.

2. We reserve the right, without liability or prejudice to our other rights to you, to disable you or any Authorised User's access to the Services for any breach of this clause.

3. You shall not:

   3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means;

   3.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;

   3.3 deep-link to the Services or access the Services manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy or monitor any portion of the Services or any content or data available through the Services;

   3.4. access all or any part of the Services in order to build a product or service which competes with the Services;

3.5. use the Services in order to on-sell or resell any outputs from the Services;

3.6 provide access to the Services to any third party who could reasonably be considered, or is considered by Us at Our discretion, to be providing services in competition with the Services;

3.7. use the Services to provide similar services or services in competition with the Services to third parties; or

3.8. subject to the terms of this Agreement (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement):

(a) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or

(b) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Agreement.

4. 'Fair usage' applies to using our Services for your legitimate business purposes and not using the Services or User Subscriptions in ways in which they are not designed. This may include but is not limited to:

   4.1. excessive switching of User Subscriptions between individuals;

   4.2. excessive use within a single User Subscription;

   4.3. overloading the API systems utilised in the Services in such a way that creates much higher traffic than is typical from an individual user; or

   4.4. using our attachments / documents storage in a way not intended (such as uploading excessively large documents to our servers).

5. Fair usage will be determined in our sole, but reasonable, discretion. If you have a specific use of the Services in mind

that you think may not be considered ‘fair usage’ please ensure that such usage is specifically provided for in the Order Form or otherwise agreed with us in writing.

Cookie Policy

General Terms & Conditions
Jurisdiction Specific Terms
Product & Feature Specific Terms
Website Terms of Use
Privacy Policy
Data Processing Agreement
Acceptable Use Policy
Cookie Policy
Anti-Bribery & Corruption Policy

Information about our use of cookies

Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer or device's hard drive.

We use two types of cookies on our website – session cookies and permanent cookies.

- **Session cookies** are stored for the time you use the website and are deleted when you close your browser.
- **Permanent cookies** are stored on your device for a certain period, usually indefinitely, or until you manually remove them.

We use cookies when you visit and use the site, login to your user account and when you open emails from us.

We use the following cookies:

- Strictly necessary or “essential” cookies. These are cookies that are required for the operation of our site. They include, for example, cookies that enable you to log into secure areas of our site, use a shopping cart or make use of e-billing services. These cookies cannot be turned off and you do not need to consent to these cookies. If your browser is set to block all cookies then the site or platform you are trying to access may not function correctly.
- Analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our site when they are using it. This helps us to

improve the way our site works, for example, by ensuring that users are finding what they are looking for easily.

- Functionality cookies. These are used to recognise you when you return to our site and in playing videos embedded in the webpages. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Targeting/tracking cookies. These cookies record your visit to our site, the pages you have visited and the links you have followed. We will use this information to make our site and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

Some of the cookies we use on the website are first party cookies and some are third party cookies.

- First party cookies – are set by us, Land Tech.
- Third party cookies – these are set by third parties such as Google analytics and Facebook.

If you 'share' content from our Site through social media websites (such as Facebook, Google and Twitter), you may be sent cookies from these third-party websites. We don't control the setting of these cookies, and we recommend you check the third-party websites for more information about their cookies and how to manage them. LandTech Community uses the following third party cookies:

- Essential cookies - These are essential for critical functionality to work on the platform. These cookies cannot be turned off and you do not need to consent to these cookies.
- Functional cookies -These enable functionality on the platform. Deactivating these may result in some features not being available to the user.
- Tracking cookies - These are used to gather analytics on user behaviour on the platform in order to make improvements to the user experience.

When you visit LandTech Community having not previously consented to the cookie policy, you will be able to allow or reject functional or tracking cookies.

Please note that third parties (including, for example, advertising networks, providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You can block cookies by (i) changing the settings on our website using our cookie banner or tool in the footer of each webpage or (ii) changing the settings on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site. If you require more information and instructions on how to change your settings, you can visit www.allaboutcookies.org.

Please also see our privacy policy for more information on how we use your data, or feel free to ask any questions to compliance@land.tech.

Anti-Bribery & Corruption Policy

General Terms & Conditions
Jurisdiction Specific Terms
Product & Feature Specific Terms
Website Terms of Use
Privacy Policy
Data Processing Agreement
Acceptable Use Policy
Cookie Policy
Anti-Bribery & Corruption Policy

1. Scope

1.1. All employees, contractors and any person or body acting on behalf of Land Technologies Ltd. (Company) or any of its subsidiaries will be within the scope of this policy.

2. Responsibilities

2.1. The Head of People is responsible for ensuring all employees and associated persons are familiarised with this policy as part of their induction process and for ensuring this policy is kept up to date.

2.2. Employees and, where applicable, associated persons, are required to fully read and comply with the provisions of this policy

3. Principles

3.1. The Company prohibits employees or associated persons from offering, promising, giving, soliciting or accepting any bribe. The bribe might be cash, a gift or other inducement to, or from, any private person or company, regardless of where the employee or associated person is situated.

3.2. This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or subcontractors, agents or sub-agents, sponsors or sub-sponsors, joint-venture partners, advisors, customers, suppliers or other third parties.

3.3. The Company permits corporate entertainment, gifts, hospitality and promotional expenditure that is undertaken:

- for the purpose of establishing or maintaining good business relationships;
- to improve the image and reputation of the Company; or
- to present the Company's product/s and service effectively;

This is provided that it is:

- arranged in good faith, and
- not offered, promised or accepted to secure an advantage for the Company or any of its employees or associated persons or to influence the impartiality of the recipient.

4. Procedure

4.1 Particular care must be taken to ensure that all Company records are accurately maintained in relation to any contracts or business activities, including financial invoices and all payment transactions with clients, suppliers and public officials.

4.2 Records of all corporate hospitality, entertainment or gifts accepted or offered must be accurate, detailed and be up-to-date.

4.3 Employees and, where relevant, associated persons should submit requests for proposed hospitality and promotional expenditure well in advance of proposed dates to their Line Manager who will then forward this request to the relevant department.

4.4 Requests for proposed hospitality and promotional expenditure must include:

- the objective of the proposed client entertainment or expenditure;
- the identity of those who will be attending and the company they represent; and
- details and rationale of the proposed activity.

4.5 Any suspicions of, or actual attempts of, bribery or conflicts of interest must be reported to the Head of People and/or the Chief Executive Officer. If in any doubt as to whether or not a

potential act constitutes bribery, the matter should be referred to the Head of People and/or the CEO.

4.6 Any direct or indirect request for payment by a public official must be detailed in writing by said public official. If the public official refuses to give these, this should be reported immediately to the Head of People and/or the CEO.

4.7 Employees who report instances of bribery in good faith will be supported by the Company. The Company will ensure that the individual is not subjected to detrimental treatment as a consequence of their report. Any instances of detrimental treatment by a fellow employee because an employee has made a report will be treated as a disciplinary offence.

4.8 The Company will fully investigate any instances of alleged or suspected bribery. Employees suspected of bribery may be suspended from their duties while the investigation is being carried out.

4.9 The Company will invoke its disciplinary procedures where any employee is suspected of bribery, and proven allegations may result in a finding of gross misconduct and immediate dismissal.

4.10 Where necessary to do so, such as for legal compliance, the Company may report any matter to the relevant authorities and provide assistance to the relevant authorities in any subsequent prosecution.