

## Find That Home Terms and Conditions

**Please read these terms and conditions carefully before using the Find that Home platform.**

This is a legal agreement between you as the user and Find that Home. By accessing or using Find that Home's website / app and services, you agree to be bound by these Terms and Conditions and our privacy policy. If you do not agree to all of these terms, you are prohibited from using the platform.

### **1 Scope of Service**

Find that Home operates as an online platform that connects:

- Individual's seeking to rent or buy residential properties (Seekers)
- Individuals or entities that are looking to sell or rent out their properties
- Third-party mortgage providers for whom we facilitate mortgage application enquiries.

Our Services:

- We provide a digital marketplace for property listings
- We offer a tool to connect Seekers with third-party mortgage providers to facilitate mortgage applications. Find that Home is not a mortgage lender, broker or financial advisor
- We integrate with Stripe, a third-party payment processor, to facilitate certain payments.

We do not:

- We do not own, sell, or lease the properties listed on the platform
- We do not endorse or guarantee the accuracy, quality, safety or legality of any listing
- We do not act as a real estate agent for any User unless explicitly stated
- We are not a party to any rental, sale, or mortgage agreement formed between Users and/or third parties. All such agreements are strictly between the involved parties.

### **2 Responsibilities of Each Party**

A Responsibilities for All Users:

- Provide accurate, current and complete information

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- Using the platform in a lawful and professional manner
- Safeguard your account credentials
- You are responsible for all activities that occur under your account.

### B Additional Responsibilities for Seekers:

- You are solely responsible for verifying the details, condition and legality of any property
- You are responsible for conducting your own due diligence, including property inspections and reviewing all terms of any tenancy or sale agreement
- Any mortgage application is between you and the mortgage provider; we are not responsible for the outcome.

### C Additional Responsibilities for Listers/Landlords

- You warrant that you have the legal right to list, sell or rent the property
- You are responsible for the accuracy, truthfulness and legality of your listings and warrant that they comply with the Consumer Protection from Unfair Trading Regulations 2008
- You must comply with all applicable housing laws, including the Equality Act 2010, and are strictly prohibited from discriminating against any User on the basis of a protected characteristic. For tenancies in England, you must also comply with the Tenant Fees Act 2019
- You are responsible for managing the entire rental / sale process, including viewings, negotiations and creating the final legal contracts.

### D Responsibilities for Find that Home

- To maintain and operate the platform to a professional standard
- To act as an intermediary for payment processing via Stripe, subject to Stripe's own terms and conditions
- To handle your personal data in accordance with our privacy policy, the UK General Data Protection Regulation (UK GDPR), and the Data Protection Act 2018.

## **3 Intellectual Property**

- Find that Home platform, including its design, text, graphics and software is the property of the Developer and is protected by copyright, trademark and other intellectual property laws under the Copyright, Designs and Patents Act 1988 and related legislation

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- You may not copy, modify, distribute, sell or lease any part of the platform without our express written permission.

### **4 Data Protection**

We are committed to protecting your privacy. Our collection, use, and sharing of your personal data is governed by our Privacy Policy, which is incorporated into these Terms by reference.

- We act as a ‘Data Controller’ for the personal data we collect to provide our services
- When you apply for a mortgage through our Platform, we will share necessary information with the chosen mortgage provider, who will become a separate ‘Data Controller’
- We use Stripe for payment processing. Stripe's collection and use of your payment information are governed by its own privacy policy. We do not store your full payment card details
- You have rights regarding your personal data, including the right to access, rectify, or erase it.

### **5 Change Control**

- We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time
- We will provide notice of material changes by posting the updated Terms on the Platform, sending an email to the address associated with your account, or displaying a prominent notice within the Platform
- Your continued use of the Platform after the effective date of the revised Terms constitutes your acceptance of the changes. If you do not agree to the new terms, you must stop using the Platform.

### **6 Liability & Limitations**

**Important: Please read this section carefully as it limits our liability.**

- The Platform is provided on an ‘as is’ and ‘as available’ basis without any warranties of any kind, either express or implied

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- To the fullest extent permitted by law, Find that Home, its stakeholders shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, or other intangible losses, resulting from:
  - Your use or inability to use the Platform
  - Any transactions or interactions between Users
  - Any unauthorised access to or alteration of your transmissions or data
  - The actions or omissions of any third party, including mortgage providers, Stripe, or other Users.

### **7 Termination**

- You may stop using the Platform at any time
- We may, at our sole discretion, suspend or terminate your account and access to the Platform at any time, with or without notice, for any reason, including if we believe you have violated these Terms
- Upon termination, your right to use the Platform will cease immediately. Provisions of these Terms that, by their nature, should survive termination (including Intellectual Property, Liability, and Data Protection) will survive.

### **8 Communication and Meetings**

- For all matters related to these Terms, the Platform, or your account, you agree that we may provide you with notices electronically via email to the address you have registered, or by posting a message on the Platform. Such notices will be considered received 24 hours after they are sent or posted.
- Find that Home is not responsible for communication, meetings, or disputes between Users (e.g. between a Seeker and a Lister). Users are solely responsible for their interactions and for arranging any viewings or meetings. We advise Users to exercise caution and meet in safe, public places for initial viewings.