

RIGHTMOVE TELEPHONE RECORDING TERMS AND CONDITIONS

By applying for the telephone recording and transcription services detailed in Your telephone recording form ("Form") or by otherwise requesting, confirming or instructing the provision of such services by email or verbally, You acknowledge and confirm that the provision of those services constitute your acceptance of, and are subject to the Rightmove Group Limited ("Rightmove") General Membership Terms and Conditions (the "Existing Terms"), as well as the terms set out in this Form. Any capitalised terms shall have the meaning given to them in the Existing Terms.

1. Rightmove will:

1.1. use its reasonable endeavours to record all phone calls made to You via the Rightmove Geographical Number (the "Recordings") and where this feature is enabled, to generate an automated transcript of each Recording (the "Transcripts");

1.2. use its reasonable endeavours to give You access to the Recordings and, where applicable, the Transcripts via the lead reports in the Rightmove member area on our website; and

1.3. use its reasonable endeavours to give You access to the Recordings and, where applicable, the Transcripts for up to 12 months after the phone call has been recorded. Rightmove will also provide You with the functionality to download the Recordings, (together the "Services"). Recordings and Transcripts will be automatically deleted at the end of this retention period."

1.4 Where Transcripts are generated, Rightmove may use automated tools, including artificial intelligence, to analyse the content of Recordings and Transcripts in order to extract structured insights (the "AI Insights"). AI Insights may include, without limitation, call outcomes, follow-up opportunities, and sentiment indicators, and are made available to You to support training, monitoring, and business development purposes. Rightmove may also use the AI Insights, Recordings and Transcripts for its own internal purposes, including to improve its products and services, develop new functionality, and for analytics. **You acknowledge that Transcripts and AI Insights are generated by automated processes and may not be fully accurate.** Rightmove makes no warranty as to the accuracy, completeness, or fitness for purpose of any Transcript or AI Insight. You should not rely on Transcripts or AI Insights when making business or operational decisions, and Rightmove accepts no liability for any loss or damage arising from Your alleged reliance on Transcripts or AI Insights.

2. Rightmove reserves the right to cancel the provision of these Services only in accordance with clause 10.2 of the Existing Terms or charge You for the provision of the Services by giving You at least 30 days' written notice.

3. Rightmove may also suspend the Services where our telecommunications provider suspends the Services. This may include where (a) the telecommunications carriers or providers serve notice of contract termination, in which event Rightmove shall give to You the maximum period of notice of termination practicable in the circumstances; (b) the telecommunications carriers or provider are directed by Ofcom or other competent authority (whether directly or indirectly), to cease to facilitate or allow the provision of the communications systems and/or the Services; (c) the telecommunications carriers or providers are required to carry out emergency maintenance, planned maintenance or repairs. Rightmove reserves the right to immediately suspend access to the Services if it has reason to suspect fraud or deception (including fraudulent generation of traffic from any source to any Services) has occurred or is likely to occur in future.

4. You:

4.1. will, without limitation, notify staff that their calls may be recorded transcribed, and analysed using automated tools (including artificial intelligence) and monitored for quality, training and monitoring service improvement purposes or otherwise in accordance with Your internally agreed data protection policy. You will also advise Your staff that the content of these phone conversations may be disclosed to Rightmove from time to time for quality, training and monitoring purposes;

4.2. agree that Rightmove can provide your employees, agents, officers and directors with access to listen to the Recordings; and

4.3. warrant, represent and undertake that You will comply with the terms of any agreement relating to the provision of geographical numbers by third parties and will pay all amounts due to such third parties under the terms of those agreements.

5. Each Rightmove Geographical Number must be retained by You for a minimum period of 30 days.

6. Rightmove's liability to You shall be limited in accordance with the Existing Terms.

7. Notwithstanding clause 6, Rightmove shall not be liable to You for any:

7.1. costs, damages, penalties, fines or other losses arising as a result of Rightmove's access to the Recordings and any associated Transcripts or AI Insights where You have not correctly complied with Your obligations set out in Your Form or relevant legislation concerning how such Recordings will be utilised; and

7.2. call charges, line rental or other costs associated with any agreement between You and a third party relating to the use of the Rightmove Geographic Number,

including (for the avoidance of doubt) any costs or liabilities associated with or arising out of Your termination or wrongful termination of that agreement.

8. Rightmove will not be liable for the acts or omissions of any third parties that You engage who have not correctly complied with the relevant legislation surrounding how the Recordings are utilised.

9. The Recordings will only be available whilst You are a Rightmove Member and Your account is free from debt to Rightmove. Issue date: 16th December 2019

10. You are only granted access to the Recordings Transcripts, and AI Insights for quality, training and monitoring purposes as permitted by law. You are prohibited from and undertake not to disclose the content of the Recordings Transcripts, and AI Insights to any third party without Rightmove's prior written consent. Rightmove may disclose the content of Recordings where required to do so by law, court order or at the request of a regulatory authority.

11. The ability to make calls to the emergency services numbers 999 or 112 may be adversely affected in cases where You or Your staff attempt to use any of the Services including the telecommunications system to make outbound calls over the internet. The emergency services may not receive accurate information on the location of the callers, or calls may fail due to power or internet connection failures. Rightmove and its telecommunication provider(s) cannot accept any liability for the failure of such calls and You should therefore ensure that all users are aware of these limitations and have alternative means of accessing these services.

12. In accordance with the Payment Card Industry Data Security Standard (PCI DSS), during these recorded calls you must not take any credit or debit card payment details from the caller. If payment details need to be taken, please do this via other means in accordance to PCI DSS. If you do accidentally take credit or debit card details then you must inform dpo@rightmove.co.uk as soon as is practically possible and no later than 2 working days. We can arrange for the call recording to be deleted.

13. You shall indemnify and keep indemnified Rightmove against all losses, costs, damages, claims and expenses (including reasonable legal costs) arising from or connected to any breach by You of these Terms and Conditions. You further agree that a breach by you of these Terms and Conditions shall constitute a breach of the Existing Terms.