

# Terms, conditions and privacy policy for TrackMyMove

Last updated: 23 March 2018

This document is provided to ensure you are informed about your rights and obligations when using or purchasing TrackMyMove, and to ensure that you are aware of how we use your personal data.

## **Table of Contents**

A. Definitions and contact details	1
B. Terms of use	1
C. Conditions of supply	10
D. Privacy policy	16
E. Responsible disclosure of security vulnerabilities	24
F. Change log for this document	25

## **A Definitions and contact details**

TrackMyMove and its associated services (“our services”) are provided by Properr Software Ltd. Our services may be offered to you because you are one of our clients, or because of your association with one of our clients.

The terms “we”, “us” and “our” refer to Properr Software Ltd, a limited company registered in England and Wales under company number 09917675 and having our registered office at Suite 4, 9-11 Castle Street, Cardiff, CF10 1BS, United Kingdom.

Our VAT registration number is GB 232 9401 27.

To contact us, please e-mail <[support@trackmymove.com](mailto:support@trackmymove.com)> or telephone us on +44 29 21202030. There are alternative points of contact available for security or privacy related matters, as described in the relevant policies below.

The terms “you” and “your” refer to the user or purchaser of our services.

## **B Terms of use**

This policy sets out the terms between you and us under which you may access our services.

- 1 By using our services you accept these terms
- 1.1 By using our services, you confirm that you accept these terms of use and that you agree to comply with them.
- 1.2 If you do not agree to these terms, you must not use our services.
- 1.3 We recommend that you retain a copy of these terms for future reference.

## 2 We may make changes to these terms

- 2.1 We may amend these terms from time to time and without notice to you. Every time you wish to use our services, please check these terms to ensure you understand the terms that apply at that time.

## 3 We may make changes to our services

- 3.1 We may update and change our services from time to time to reflect changes to our users' needs and our business priorities.
- 3.2 Although we go to considerable effort to ensure the reliability of our services, we do not guarantee that our services, or any content therein, will always be available or be uninterrupted. Our services are provided on an "as is" and "as available" basis.
- 3.3 Although we go to considerable effort to secure our services, we do not guarantee that our services will always be secure or free from bugs or viruses.
- 3.4 We may suspend or withdraw or restrict the availability of all or any part of our services for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal, but in extremely rare operational circumstances, it may be necessary to suspend services without notice.

## 4 Accessing our services

- 4.1 You are responsible for providing and configuring your information technology to access our services, including any Internet or network connectivity required.
- 4.2 You are responsible for securing your information technology. You should satisfy yourself that you have taken adequate precautions to prevent unauthorized access to our services via your information technology, and to protect yourself against malicious use of our services by a third party.
- 4.3 If you have accepted these terms on behalf of an organisation, you are responsible for ensuring that all members, employees or representatives of your organisation who access our services are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 4.4 You may be able to access parts of our services without having to register any details with us. However, from time to time certain parts of our services may be accessible only if you are a registered user.
- 4.5 By registering you undertake that all the details you provide to us are true, accurate, current and complete; and you agree to notify us immediately of any changes to such information.
- 4.6 You must not impersonate another person or organisation when registering for, accessing or using our services.
- 4.7 If you are under 18, you may only access our services in conjunction with and under the supervision of a parent or guardian.

## 5 You must keep your account details safe

- 5.1 When using or registering for our services you may be allocated an account. You are responsible for all actions taken under your account, including any charges incurred as a result of such actions.

- 5.2 When registering as an organisation, you will be able to manage separate user accounts for each individual person who will access our services on behalf of your organisation. You (the organisation) remain responsible for all actions taken under your account by any of these users, including any charges incurred as a result of such actions.
- 5.3 For audit purposes, each account is tied to the identity of one individual or organisation. Any action taken under an account may be traceable to that individual or organisation. You must not share accounts between different individuals or organisations.
- 5.4 It is permissible for one individual or organisation to hold multiple accounts simultaneously.
- 5.5 Some types of account may enable you to create one or more sub-accounts. You are also responsible for all actions taken under all sub-accounts.
- 5.6 We may provide you with, or ask you to supply, access credentials for your account. "Access credentials" means the username(s), password(s), API key(s), user identification code(s) or other access token(s) required to gain access to our services. You must treat your access credentials as confidential. You must not disclose them to any third party.
- 5.7 If you know or suspect that anyone other than you knows your access credentials, you must promptly notify us. You should also change your own credentials if you are able to do so.
- 5.8 We cannot accept responsibility for any actions taken as a result of lost credentials, including where an attacker has correctly guessed a simple password.

## 6 How you may use material

- 6.1 We are the owner or the licensee of all intellectual property rights in our services, and in the material made available via them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 The fact that material has been made available to you via our services does not imply that the material has been published, nor that the material was intended for delivery to you by the owner.
- 6.3 You may print or download a copy of any material from our services for your personal use, or to draw to the attention of others within your organisation, provided you do not modify the copies in any way. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.4 The status of the authors of material made available via our services, and our status as the maker of the database from which the material was obtained, must always be acknowledged.
- 6.5 You must not use any material obtained via our services for commercial purposes, or in any way that would affect the market for the original work, or in any way that might cause the copyright owner to lose revenue, without first obtaining a licence to do so from us or our licensors.
- 6.6 If you print, download or otherwise copy any part of our services or material obtained via our services in breach of these terms of use, you must, at our option, return or destroy any copies of the materials you have made.

6.7 Where a separate agreement exists between you and the owner or licensee of material that has been intentionally delivered to you via our services, these terms are not intended to restrict your use of that material.

6.8 “Track My Move”, “Tracked Property” and the Properr logo are registered trademarks of Properr Software Limited. You are not permitted to use our registered trademarks without our approval, unless they are part of material you are using as permitted under this subsection.

## 7 How you may link to our services

7.1 You may link to our services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

7.2 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.

7.3 The resource within which you are linking must comply in all respects with the content standards set out in these terms and conditions.

7.4 Our services must not be framed or incorporated within any other service without our express written permission.

7.5 We reserve the right to withdraw linking permission without notice.

7.6 If you wish to link to or make any use of content within our services other than that set out above, please contact us.

## 8 Third-party content is not approved by us

8.1 Our services may distribute information and materials supplied by other users of the services or by third parties. This information and these materials may not have been verified or approved by us, and may not represent our views or values.

8.2 Where our services contain links to 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 resources or information you may obtain from them.

8.3 If you wish to complain about contributed or linked materials please contact us.

8.4 Although we go to considerable effort to ensure the integrity of data and information while it is being conveyed within our services, we do not guarantee integrity, and we cannot always control content at the point of entry into or exit from our services.

## 9 Do not rely on content we provide

9.1 The content we produce and provide within our services is for information only, and is not intended to amount to professional advice. You should consider obtaining professional or specialist advice before taking, or refraining from, any action on the basis of content obtained via our services.

9.2 Although we make reasonable efforts to update the information we provide within our services, we make no representations, warranties or guarantees, whether express or implied, that this content is accurate, complete or up to date.

## 10 Our responsibility for loss or damage suffered by you

- 10.1 Notwithstanding any other provision in these terms and conditions, 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.
- 10.2 Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any products to you, which will be set out in our terms and conditions of supply or in the quotes we supply to you.
- 10.3 If you are a business user:
- 10.3.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our services or any content therein.
- 10.3.2 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 services; or  
use of or reliance on any content displayed on our services.
- 10.3.3 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.
- 10.4 If you are a consumer user:
- 10.4.1 Please note that we only provide our services to consumer users for domestic and private use. You agree not to use our services 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.
- 10.4.2 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 or instructions or for damage that was caused by you failing to have in place the minimum system requirements advised by us.

## 11 Contributing material to our services

- 11.1 Whenever you make use of a feature within our services that allows you to submit or upload material or to make contact with other users of our services (to “contribute” material to our services), you must comply with the content standards set out within these terms and conditions.
- 11.2 Whenever you use our services to communicate with other users of our services, that communication may be recorded and automatically submitted as a contribution of material.

- 11.3 You warrant that your contributions do comply with our content standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 11.4 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our services constitutes a violation of their intellectual property rights, or of their right to privacy.
- 11.5 We are under no obligation to accept your contribution, and we have the right to refuse or to remove from display any contribution you make on our services for any reason.
- 11.6 You are solely responsible for securing and backing up your material.

## 12 Rights you are giving us to use material you contribute

- 12.1 When you contribute material, you are granting us a non-exclusive, transferable, royalty-free, worldwide, irrevocable, lifetime licence to store, distribute and process the material in connection with operating the services.
- 12.2 The original owner of the material retains all of their ownership rights in the material that you contribute.
- 12.3 You consent that the material you contribute may be distributed to other users in the course of operating the services. When you contribute material, the licence you grant us includes the right to sublicense the material to these users as laid out elsewhere in this document.
- 12.4 You consent that our processing of contributed material may include reformatting, translating or excerpting from its original form.
- 12.5 You acknowledge that your contribution is part of our systematic and methodical approach to collecting data, which grants us additional rights under UK intellectual property law as the maker and owner of the database. These rights are separate from and irrespective of the ownership rights in the individual contributions.
- 12.6 You consent that we may retain copies of the material you contribute, even after it appears to be inaccessible via our services.
- 12.7 We are under no obligation to retain any copy of your material. In the event of a dispute regarding the intellectual property in your contribution(s) to our services, the burden of proof lies with you.

## 13 Content standards

- 13.1 These content standards apply to any and all material which you submit or upload to our services ("contributions").
- 13.2 You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 13.3 Contributions must:
  - 13.3.1 Be accurate (where they state facts);
  - 13.3.2 Be genuinely held (where they state opinions);
  - 13.3.3 Comply with applicable law in the UK and in any country from which they are posted.

- 13.4 Contributions must not:
- 13.4.1 Contain any material which is defamatory of any person;
  - 13.4.2 Contain any material which is obscene, offensive, hateful or inflammatory;
  - 13.4.3 Contain or promote sexually explicit material;
  - 13.4.4 Promote violence;
  - 13.4.5 Promote discrimination based on any grounds, including race, sex, religion, nationality, disability, sexual orientation or age;
  - 13.4.6 Infringe any copyright, database right or trade mark of any other person;
  - 13.4.7 Be likely to deceive any person;
  - 13.4.8 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - 13.4.9 Promote any illegal activity;
  - 13.4.10 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - 13.4.11 Be likely to harass, upset, embarrass, alarm or annoy any other person;
  - 13.4.12 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - 13.4.13 Give the impression that they emanate from us, if this is not the case;
  - 13.4.14 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 13.5 You must be capable of licensing the material to us as described above, even if you are not the original owner of the material.
- 13.6 If your contributions contain personal data, you or your licensor must have obtained the explicit consent of the data subject(s) for the storage and processing of their data within our services, as set out in our privacy policy, before making the contribution.
- 13.7 We are under no obligation to oversee, monitor or moderate the contributions to any service we provide, and we expressly exclude our liability for any loss or damage arising from the use of our services by a user in contravention of our content standards, whether the service is moderated or not.

#### 14 Acceptable use

- 14.1 You may use our services only for lawful purposes.
- 14.2 You may not use our services:
  - 14.2.1 In any way that breaches any applicable local, national or international law or regulation.
  - 14.2.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - 14.2.3 For the purpose of harming or attempting to harm or harrass any person in any way.
  - 14.2.4 To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out herein.

- 14.2.5 To transmit, or procure the sending of, any unsolicited or unauthorised advertising, marketing or promotional material or any other form of similar solicitation (spamming).
- 14.2.6 In connection with social engineering (e.g. phishing).
- 14.2.7 To knowingly transmit any data, contribute any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 14.2.8 To such extent that detrimentally affects other users' access to the services.
- 14.3 You must not attempt to interact with our services in a way that would constitute an offence under the Computer Misuse Act, including for example by attempting to gain unauthorised access or by delivering a denial-of-service attack.
- 14.4 Unless conducted and reported within the scope of our responsible disclosure policy, we will report any security breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing any details we hold about you to them.
- 15 Registered names and numbers used to address our services
- 15.1 Some of the names, numbers and addresses used to address and access our services must be recorded with a registrar, for example Internet domain names, subdomains thereof, PSTN telephone numbers and postal addresses. The registration and use of such "registered names and numbers" are subject to the requirements, terms and conditions of the respective registrars, regulators and standards bodies.
- 15.2 We may own and manage registered names and numbers for the purposes of operating our services, which are intended to be shared between multiple users of our services. If we dedicate one or more of these to your account on a temporary or ongoing basis, we grant no rights to you in respect of registration, ownership, authorized use or control of the name or number; we retain full ownership and control.
- 15.3 Some registered naming schemes permit the configuration of addressable endpoints within the context of an overall name, including (by way of example only) uniform resource locators, e-mail addresses, SIP endpoints and subdomains within the context of an Internet domain name. If we dedicate one or more of these to your account on a temporary or ongoing basis, we grant no rights to you in respect of registration, ownership, authorized use or control of the overall name or number, or of the addressable endpoint(s); we retain full ownership and control.
- 15.4 If we agree to register a name or number that is intended to be solely dedicated to your account, we would notify you of this fact, and where possible record you as the owner and/or authorized user with the registrar. This means you should be able to transfer the name or number to another provider, at your own cost, while the registration remains current.
- 15.5 Prior to registration, the availability of a registered name or number can be checked but cannot be guaranteed. If we agree to register a name or number for you, you acknowledge that we cannot guarantee the reservation or registration of any specific name or number until we confirm to you that the registration has been successful.

- 15.6 If we agree to transfer a registered name or number that you own from another provider, so that we can manage it, this name or number would be solely dedicated to your account and you would retain ownership. This means you should be able to transfer the name or number to another provider, at your own cost, while the registration remains current.
- 15.7 Prior to attempting the transfer, we cannot guarantee that it will be feasible to transfer a registered name or number from another provider into our management, or from our management to another provider. We are under no obligation to put additional commercial or technical arrangements in place to facilitate the transfer of a specific name or number.
- 15.8 We may charge you a fee for attempting to transfer a registered name or number from another provider, which we would notify to you before we attempt the transfer. Such fees are payable per attempt, regardless of whether the attempt succeeds.
- 15.9 We will not be liable for any fees or charges levied by any third party regarding the transfer or attempted transfer of a registered name or number to our management. If we incur such charges, you agree that we may pass these charges on to you, plus a £10+VAT handling fee per invoice.
- 15.10 We will not charge you a fee for releasing a registered name or number for transfer to another provider, or for providing the technical information you will need to give to the gaining provider. This notwithstanding, we will not be liable for any fees or charges associated with a transfer or attempted transfer to another provider. If we incur such charges from a third party, you agree that we may pass these charges on to you, plus a £10+VAT handling fee per invoice.
- 15.11 If you require information to pass to the gaining provider in respect of a transfer, including (by way of example) the EPP key for an Internet domain name or the details for the letter of authorization for PSTN telephone number porting, we will do this upon receipt of a technical support request. We are not obliged to provide any additional technical support regarding a transfer.
- 15.12 If you transfer a registered name or number that is being used in conjunction with our services to another provider, or otherwise modify the registration, you acknowledge that it may become technically infeasible for us to continue to provide access to our services via this name or number, and that it may become infeasible for us to manage the registration or renewal of the name or number.
- 15.13 We may withdraw access to our services via a specific registered name or number, or addressable endpoint thereof, at any time. You have no automatic right of continuing use of the name, number or endpoint after it has been withdrawn and while it remains under our management.
- 15.14 We are under no obligation to continue the registration of a registered name or number under our management after access to our services via that name or number has been withdrawn. Following a grace period of 60 days after access to our services has been withdrawn, the name or number may be released for re-registration or transferred or sold to a new owner. We may retain any revenue we earn from the sale of the name or number.
- 15.15 We are under no obligation to release for re-registration a registered name or number that we manage when its registration term expires. We may at our discretion continue the registration and/or management of the name or number.

15.16 Some registered names and numbers are subject to minimum usage. If your usage of our services does not generate sufficient traffic to or from the name or number, it may be taken back by the registrar or released for re-registration.

## 16 Suspension and termination

16.1 If in our reasonable opinion you have failed to comply with any of the provisions of these terms of use, we may take any or all of the following actions:

16.1.1 Issue of a warning to you requiring you to comply with the terms of use;

16.1.2 Immediate, temporary or permanent removal of any material contributed by you to our services;

16.1.3 Immediate, temporary or permanent withdrawal of your right to use our services, whether by disabling your user account or by other means;

16.1.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

16.1.5 Further legal action against you;

16.1.6 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

16.2 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

16.3 Our failure to take timely action in response to a breach of these terms does not constitute condonation or acceptance of the breach, and does not establish a precedent that future breaches will be acceptable.

## 17 Complaints

17.1 If you have a comment, concern or complaint about any of our services or our conduct in the implementation of our terms, conditions and policies, you should contact us.

## 18 Which country's laws apply to any disputes?

18.1 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.

18.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **C Conditions of supply**

This section tells you the standard terms and conditions upon which we sell and supply our services. These terms are additional to the above terms of use and only apply to you if you have entered into, or wish to enter into, a contract of supply with us.

## 1 By ordering our services you accept these conditions

- 1.1 Before confirming your order, please read through these conditions (“conditions”) and the terms of use (“terms”). By confirming an order for our services, you agree to be legally bound by these terms and conditions.
- 1.2 We recommend that you retain a copy of the terms and these conditions for future reference.

## 2 We may communicate with you electronically

- 2.1 You agree that electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 2.2 “Electronic communications” includes e-mail, messaging within our services, and the publication of terms, conditions and policy documents via our website(s).
- 2.3 Notice will be deemed received and properly served 24 hours after an electronic communication is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an electronic communication, that such communication was sent to the specified address/number of the addressee.

## 3 Eligibility to purchase

- 3.1 To be eligible to purchase our services and lawfully enter into and form contracts with us, you must be either a registered company or an individual aged 18 or over; and you must be legally capable of entering into a binding contract.
- 3.2 Our services are intended for use by customers and users in the United Kingdom.
- 3.3 We may accept your order if you are resident outside the United Kingdom, subject to reserving a right to amend the specifications, standards or price of the services offered and/or these conditions or to refuse to accept an order for our services from you.
- 3.4 If we agree to supply any services for use outside the United Kingdom, you agree to pay any import duties or additional taxes or expenses incurred to comply with foreign regulatory requirements or laws, in addition to our price.
- 3.5 You must comply with all applicable laws and regulations of the country from which you order and in which you use our services. We will not be liable for any breach by you of any such laws as a result of ordering or using our services.

## 4 Price and specification

- 4.1 It is your responsibility to ensure that the specifications of any services you order from us meet your requirements.
- 4.2 The prices of our services are given in marketing material and in specific quotes which we prepare for you. Where we have prepared a quote for you, and while the quote remains valid, the prices and minimum term therein shall take precedence over prices and minimum terms given in our marketing material.
- 4.3 Unless otherwise stated, prices quoted exclude applicable taxes, which may be added at the current rate to the total amount due from you. You will be liable for payment of taxes that we do not add.

- 4.4 Where we agree to supply services to you on an ongoing/continuous basis, such as by subscription, they may be provided for a minimum fixed period of time (the “minimum term”). The length of the minimum term is given in marketing material or in the specific quotes which we prepare for you.
- 4.5 We reserve the right, by giving notice to you at any time outside of the minimum term and before your next payment is due, to increase the price of our services, and offering the option to cancel our agreement if you choose not to accept the higher price.
- 4.6 In the unlikely event of a significant increase in costs to us due to a factor beyond our control (such as, without limitation, foreign exchange fluctuation; changes in law, regulation or licence that affects us; or significant increase in the costs of labour, materials, subcontracted services or other costs of supply) we reserve the right to request a corresponding increase in the price of our services within the minimum term. If you do not agree to this request, we reserve the right to cancel our agreement at the end of the period to which you have paid.
- 4.7 We reserve the right, at our sole discretion, to reduce any fee that is payable from you to us, or to waive any fee that would otherwise be payable from you to us. If we do this, the waiver or reduction applies only to one single payment of that fee, and does not establish a precedent to reduce or waive future fees.

## 5 Payment

- 5.1 Acceptable payment methods will be indicated to you at the time of ordering. Payment by alternative methods will only be possible where we have previously agreed this with you.
- 5.2 By placing an order, you consent to payment being charged to the account you supply; your account details being held on file by our payment processing provider; and future payments being charged to the same account as they fall due.
- 5.3 Unless otherwise agreed in writing, fees payable for any service will be charged in advance and will not be refundable in whole or part if our agreement is terminated during the period to which the payment relates.
- 5.4 We shall be entitled to wait until payment has been debited and cleared before provision of any service to you; and we may terminate our agreement and your service if you fail to make any payment to us in full when due, or if your payment is declined or reversed.
- 5.5 Where we have agreed that fees may be invoiced by us, all invoices shall be paid on or before the due date of the invoice without deduction or withholding and free of set off or counterclaim. Time for payment shall be of the essence of an agreement. Unless otherwise agreed in writing, we shall be entitled to render an invoice as soon as we have provided an order acknowledgement.
- 5.6 When you provide a payment mechanism to us, you undertake that you are authorized to use that payment account, and you consent to us carrying out checks to ensure you have adequate funds to cover the services ordered and for the purpose of identity verification, fraud prevention and credit risk reduction.
- 5.7 If requested by us to do so, you must provide us within a reasonable time sufficient additional information to enable us to verify the accuracy and validity of any information supplied by you, including your identity.

5.8 We are entitled to charge fees and interest on late payments and compensation for debt recovery in accordance with the Late Payment of Commercial Debts Regulations 2013.

## 6 Order process and formation of a contract

6.1 Any order placed by you constitutes an offer to purchase services from us. All such offers received are subject to acceptance by us and availability. We reserve the right to refuse any order at any time prior to acceptance.

6.2 If we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the services ordered by you.

6.3 A contract between you and us (the "contract") incorporating these conditions will only subsist after we have confirmed that we shall be providing the requested service. We will send you an electronic communication to confirm this (a "confirmation notice"). The confirmation notice will amount to an acceptance of your offer to buy the services from us. The contract will only be formed when we send you the confirmation notice (whether or not you receive it).

6.4 The contract will relate only to the services stated in the confirmation notice. We will not be obliged to supply any other services which may have been part of your order until we have sent you a separate confirmation notice relating to it.

6.5 If any services we supply to you are subject to a minimum term, the contract will be subject to a corresponding minimum term.

6.6 If we discover an error in our quote or marketing materials before we send the confirmation notice, we will not be under any obligation to sell or provide those services to you.

6.7 It is your responsibility to provide accurate contact details via which to receive the confirmation notice and other communications relating to your order.

6.8 You must check that the details contained in the confirmation notice are correct. We recommend you retain a copy of it.

6.9 The contract represents the entire agreement between us in relation to the subject matter of the contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

6.10 We each acknowledge that, in entering into a contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such contract except as has been expressly incorporated in such contract.

6.11 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these conditions.

6.12 Except for our affiliates, directors, employees or representatives, a person who is not a party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 7 We may make changes to these conditions

- 7.1 You will be subject to the version of these conditions in force at the time that you order services from us, unless:
- 7.1.1 Any change to these conditions is required to be made by law or governmental authority;
  - 7.1.2 We notify you of any change to these conditions before we send you the confirmation notice, in which case, we are entitled to assume that you have accepted it, unless you cancel your order;
  - 7.1.3 We notify you of any change to these conditions within the minimum term of an ongoing service, giving at least one month notice, and offering you the option to remain bound to the conditions currently in force until the end of your minimum term, and you do not exercise this option within the notice period;
  - 7.1.4 We notify you of any change to these conditions during the provision of an ongoing service, giving at least one month notice, and offering you the option to cancel the service(s) if you choose not to accept the new conditions, and you do not exercise this option within the notice period; or
  - 7.1.5 We make a minor change that is not of material detriment to you, and you continue to use the services (or any part thereof) following the change.

## 8 Delivery

- 8.1 Our services are digital and will be delivered to you electronically.
- 8.2 You acknowledge that, unless explicitly agreed as part of your order, we have no obligation to train you or your staff in the use of our services.

## 9 Cancellation and returns

- 9.1 If you wish to cancel your order or terminate your agreement with us, you must contact your designated account manager or our support desk to notify us of your intent to cancel, quoting your name, address and a description of the services you wish to cancel.
- 9.2 Upon receiving notification of your intent to cancel, we will contact you to obtain formal confirmation of cancellation and to provide any necessary instructions which you will be required to follow. For your security, we will not act on any request to cancel until we have received formal confirmation of cancellation.
- 9.3 You may cancel your order for the services and obtain a full refund of any monies paid at any time prior to receiving a confirmation notice from us.
- 9.4 If you are a consumer user, you have the right to cancel your order and obtain a refund within 14 days from the date of the confirmation notice. However, if you have started using our services, we are entitled to deduct the pro-rated value of the services you have used from your refund. This means you would not receive a refund if the service has been provided in full before you cancel.
- 9.5 If you have been offered a return period in the specific quote we prepared for you, you may terminate our agreement and receive a full refund at any time within the return period.
- 9.6 If you have been offered a trial period in the specific quote we prepared for you, you may terminate our agreement at any time within the trial period.

- 9.7 Either party may terminate our agreement by giving at least one calendar month's notice to the other party, to expire at the end of the minimum term or at any time after that.
- 9.8 Either party may terminate the contract by written notice to the other at any time if that other party commits a breach of the contract and, in the case of a breach capable of remedy, he fails to remedy the breach within 14 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.
- 9.9 If you or a third party takes an action that prevents or hinders us from delivering our services to you, such as (by way of example only) attempting to transfer a registered name or number or modifying the registration thereof, this does not establish a failure on our part to perform our obligations under the contract, it does not constitute notification of intent to cancel the contract, and it does not shorten the minimum term.
- 9.10 Where possible, refunds will be processed using the same method used to purchase the services. If this is not possible, refunds will be issued by either BACS transfer into a United Kingdom bank account or sterling cheque drawn from our United Kingdom bank account.
- 9.11 If we discover an error in our quote after sending you a confirmation notice we may, at our discretion and without incurring any liability to you, cancel the contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognized by you.
- 10 Performance of the contract
- 10.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 10.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 10.3 No waiver by us of any of these conditions or of any other term of a contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing as a notice.
- 10.4 Any contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.
- 10.5 If we subcontract any of our obligations to you, our subcontractor by virtue of this document shall have no right, power or authority to act or create any obligation, express or implied, on our behalf.
- 11 Governing law and jurisdiction
- 11.1 Our services are controlled and operated in the United Kingdom.
- 11.2 Every purchase you make shall be deemed performed in England and Wales.

- 11.3 The conditions and any contract brought into being as a result of usage of our services will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 11.4 All contracts are concluded and available in English only.
- 11.5 If any provision of our terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the contract and the remainder of the provision in question will not be affected.

## **D Privacy policy**

We are committed to protecting and respecting your privacy.

This policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

Should you wish to contact us about a privacy-related matter, you may contact us via our usual support channels. Alternatively, if you would prefer to contact us without your message being recorded in our support systems, you may use the dedicated e-mail address <[privacy@trackmymove.com](mailto:privacy@trackmymove.com)>.

### **1 By supplying personal data to us, you accept this policy**

- 1.1 If you choose to supply your personal data to us, you are accepting the practices described in this policy.
- 1.2 If you do not agree to this policy, you should not supply personal data to us.
- 1.3 If you agree to this policy, but subsequently change your mind and disagree, your courses of action are covered in the section on “Your rights” below.
- 1.4 We recommend that you retain a copy of this policy for future reference.

### **2 We may make changes to this policy**

- 2.1 We may amend this policy from time to time and, if appropriate, without notice to you. Please check back frequently to see any updates or changes to our privacy policy.

### **3 Data controller and data protection officer**

- 3.1 For the purpose of the relevant legislation, including the Data Protection Act and the General Data Protection Regulation, the data controller is Properr Software Ltd, having contact details as set out in this document.
- 3.2 The data protection officer of Properr Software Ltd is the Chief Technology Officer.
- 3.3 Questions, comments and requests regarding this privacy policy are welcomed.

### **4 Basis under which we process personal data**

- 4.1 There are certain circumstances under which you will reveal personal details to us, and it is obvious from the context that you would like us to use these details in a particular way. These are set out in the section on “Implied uses of your personal details” below.

- 4.2 There are other circumstances when we will ask you to supply personal details to us, and when we do so, we will provide you with the opportunity to specify how we are permitted to use these details. These are set out in the section on “Other ways in which we might use your personal details” below.
- 4.3 There is some data that you may expose to us in the natural course of accessing and using our services, which does not directly identify you, but which could be indirectly connected to you with some effort. This is described in the section on “Data that could be indirectly linked to you” below.
- 4.4 There are some occasions on which we may like to share your personal data with other individuals or organisations. These circumstances are described in the section on “Sharing your personal data” below.

## 5 Implied uses of your personal details

- 5.1 If you use our services, the minimum personal data we require from you at sign-up is a valid, working e-mail address. We need your e-mail address to send you essential electronic messages as part of your use of the services, for example to enable you to reset a forgotten password. We also use your e-mail address to uniquely identify you when you log in.
- 5.2 We will ask you to supply a name as part of your user profile. This is used to identify you to other users of our services, and to our support staff, so that we do not have to reveal your e-mail address to them.
- 5.3 We may ask you to supply additional contact details as part of your user profile. You can edit or remove the details yourself to rectify any mistakes, and you can choose to supply as many or as few as you wish. When you supply a contact detail, we may use it as part of a verification procedure to check that we can reach you via it, and to ensure we are not recording inaccurate personal information.
- 5.4 We allow some users of our services to supply us with the contact details of other people, and to send invitations to those people to use our services. This means that someone else might provide your details to us. We require that they have sought your explicit consent before they do this, as part of the terms of use of our services; we act in good faith that they have done so.
- 5.5 When you contribute material, it is clear that this material is generally intended to be stored and distributed to other users of our services, and that it would be revealed that you contributed the material. If you include any personal details within the material you contribute, these details might be stored and shared.
- 5.6 When you use our services to communicate with other users, it is clear that you intend us to store and deliver this communication, and to provide a means of replying to you. Although we are sometimes able to obfuscate contact details for reply, if you do include any personal details within the communication, these details would be stored and shared.
- 5.7 One of the explicit purposes of our services is to improve transparency and auditability within the property industry. Contributions and communications that pass through our services may form part of a binding agreement or contract. We regard all such material as potential evidence, and we may retain it for the purposes of the establishment, exercise or defence of legal claims.
- 5.8 If you contact us, you will usually reveal some personal details to us, such as your e-mail address or telephone number. We may use these details to contact you in response to your enquiry.

- 5.9 When you request a service from us that requires payment, we will ask you to supply sufficient details to process the payment and send receipt(s) to you. This may result in some of your details being used for fraud prevention or credit risk reduction.
- 5.10 When you request a service from us that requires verification of your identity, we may ask you to supply additional details, and we may retain these details as required to maintain an audit trail.
- 5.11 In the natural course of operating our digital services responsibly, and to meet our legal obligation to protect your data against accidental loss, destruction or damage, we take backup copies. This means that, even after your personal data has been deleted from our production systems, copies may persist for a short period, until the retention period of the backup expires.

## 6 Other ways in which we might use your personal details

- 6.1 You can choose whether to allow us to use your contact details to forward communications from other users to you. This allows you to be contactable by other users of our services, often without revealing your actual personal contact details to these users. Since this is one of the primary uses of our services, and helps to preserve your privacy, we would strongly encourage you to consent to this use of your contact details.
- 6.2 You can choose whether to allow us to use your contact details to send you certain types of messages, including (by way of example) alerts and notifications regarding activity within our platform or information to support you with the adoption and use of our services. We will try to be as granular as possible in allowing you to specify the types of message you would like to receive, and when and where you are happy to receive them.
- 6.3 We would seek your explicit consent before using your personal data for any direct marketing purposes, including profiling.

## 7 Data that could be indirectly linked to you

- 7.1 Actions you take within our platform must be connected to your user account for the purposes of billing and security/audit. Once you have personally identified yourself by signing up for an account, and you have used this account to log in, your actions can be indirectly traced to you.
- 7.2 There is some technical data that you expose to us in the natural course of accessing our digital services, and which you would reasonably expect us to log and process as part of day-to-day operation, maintenance and security. In fact, it would be highly irresponsible of us not to do so.

Once you have personally identified yourself by signing up for an account, it may be possible to indirectly associate some or all of this technical data with you. However it may also be possible for you to adjust your device settings to obfuscate this data or to prevent this data from being exposed to us.

The aforementioned technical data includes the following:

- 7.2.1 Any identifiers that the device you used to access our services sends to us;
- 7.2.2 The IP address that was used to connect your device to the Internet, from which it is often possible to deduce your approximate geographic location;

- 7.2.3 The “calling line identity” of a telephone you have used to call us, from which it is sometimes possible to deduce your geographic location;
  - 7.2.4 Localization settings of your device, such as time zone or language.
  - 7.3 We attempt to record details of the circumstances that lead to an irregular condition or behaviour within our services, which might reveal information about the way in which you were using our services at the time. A person knowing the context of your activities may be able to relate this information to you; for example, if you contact our technical support team for assistance and they inspect the server logs to diagnose the issue.
  - 7.4 We record anonymised analytics about your visit to enable us to improve the performance and user experience of our services. If you opt in to allow us to collect more detailed information about your usage patterns, it becomes possible to associate these analytics with you and/or your user account, which means we are then able to record and process:
    - 7.4.1 Your clickstream to, through and from our services;
    - 7.4.2 Your patterns of navigation and search for information;
    - 7.4.3 Interaction statistics such as page load time, dwell time, scrolling, clicks/taps and mouse-overs.
  - 7.5 When you contribute material that relates to a property or a property transaction you are involved with, this information may be connected to the property and/or to the transaction, even after your involvement has ceased. Anyone who knows about your involvement with the property or transaction would be able to deduce that this material is connected to you.
- 8 Sharing your personal data
- 8.1 We will never share your personal details with other users of our services without your permission.
  - 8.2 If another user of our services supplied your personal details to us, we assume that you are happy for these details to be shared with them, until you tell us otherwise. This assumption is possible because we require that the other user has sought your explicit consent before they supply your personal details, as part of the terms of use of our services.
  - 8.3 In general, we will never share your personal details with a third party without your permission. However we do work with some trusted third-party providers, including business partners, suppliers and sub-contractors, whom we have engaged to enable us to provide our services to you. This means they may process some of your personal data on our behalf. We have taken appropriate steps to ensure that these providers adhere to this policy.
  - 8.4 Some of our support mechanisms are operated in conjunction with trusted third-party providers. If you contact us via our usual support channels, you will usually expose some personal details to these providers.
  - 8.5 In order to supply our services to you, we may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006. Naturally, these companies would adhere to this policy.

- 8.6 With your permission, we may share some of your personal details with a trusted third-party provider or government agency for the purpose of obtaining additional data. We would seek your consent on a case-by-case basis for this.
- 8.7 Certain features of our services may be offered to you as a result of a partnership with a third party over which we do not have direct control (an “affiliate”). Where it is necessary to share your personal information with an affiliate in order to fulfil a service, we will always identify each affiliate to you and the way in which your personal data will be used before you confirm your request for the service, thereby giving you the opportunity to consent or decline to your personal information being shared.
- 8.8 In order to fulfil a service, an affiliate may share additional information they hold about you with us, and we may combine this with other information we hold about you. It is the responsibility of the affiliate to seek your explicit consent for such a transfer of information, and we will act in good faith that this consent has been obtained.
- 8.9 We believe strongly in the use of data to make informed improvements and optimizations. We may aggregate information about our users, customers and suppliers in a way that does not permit any individual to be personally identified. This aggregate data may then be processed for statistical purposes, and we may transfer or sell the aggregate data to third parties for similar purposes.
- 8.10 In the event that we sell or buy any business or assets, your personal data may be one of the transferred assets of the sale or purchase.
- 8.11 We may disclose your information to third parties if we fall under a legal duty or obligation to do so, including (by way of example) for the purpose of law enforcement.

## 9 Data we do not collect

- 9.1 We do not collect any personal data that falls into the “special categories” of the General Data Protection Regulation, or which would typically be described as “sensitive personal data”, such as data relating to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health, sex life or sexual orientation.
- 9.2 We never store your financial or payment details. Instead we pass these details directly to our chosen payment processor, who may store them on our behalf as necessary to process immediate or future payments. To help us do this, please do not send financial details in e-mails or in-platform messages, or discuss them in telephone calls.
- 9.3 We do not make automated decisions or conduct profiling that will produce legal or similarly significant effects on you.

## 10 Where we store and process your personal data

- 10.1 We are based in the United Kingdom (UK), and store and process all information on secure servers within the UK or European Economic Area (EEA).
- 10.2 Some of our suppliers and partners have operations outside the UK and EEA. Therefore, the data that we collect from you may be transferred to, and stored and processed at, a location outside the UK and EEA.

- 10.3 Some of our suppliers and partners are headquartered outside the UK and EEA. We only work with suppliers or partners in territories that ensures an adequate level of protection for the rights and freedoms of individuals in relation to the processing of personal data.
- 10.4 The nature of the Internet means your data may pass through a number of countries before it reaches our servers or those of our suppliers or partners. While we go to considerable effort to protect your data within the boundaries of our services, including encrypting it in transit across untrusted networks, please remember that we cannot control security beyond these boundaries.
- In particular, this means that any communications you send unencrypted, including (by way of example) e-mails and phone calls, are not secure and may be intercepted, seen or modified by a third party.

## 11 How we protect your privacy

- 11.1 We process data in a manner that ensures its security, by implementing appropriate technical and process controls to protect against unauthorized access or disclosure; malicious interception or interference; accidental loss, destruction or damage; loss of availability under partial failure conditions; and containment and recovery in the event of a breach.
- 11.2 Where a security breach leading to the destruction, loss, alteration or unauthorized disclosure of personal data is likely to result in a risk to your rights and freedoms, such as (by way of example) a breach that leaves you open to identity theft, we will report this to you and to the authorities.
- 11.3 We have gone to great lengths to ensure that your personal details are never directly included within the “Data that could be indirectly linked to you” described above, and to ensure that our employees and third-party providers do not routinely have access to the information that would enable them to identify you in connection with this data.
- 11.4 We aim that data is not retained beyond the period for which it is useful. In particular, the aforementioned technical data and backups are not retained for significant periods of time.

## 12 Cookies and similar technologies

- 12.1 A “cookie” is a small piece of information that is stored within your web browser or device, which can be used to identify your device or to remember preferences. For the purposes of this subsection, we will use the term “cookie” to encompass all technical mechanisms that provide equivalent functionality, including browser cookies, HTML5 local storage and local storage on mobile devices.
- 12.2 We use cookies to identify your device when you log in, so that we do not need to repeatedly ask for your access credentials while you are logged in, and we erase them when you log out.
- 12.3 We may use cookies to identify your device for essential technical purposes, such as routing your requests to the correct server within our infrastructure or to help us detect and defeat potential security threats. These cookies would normally be erased at the end of your session or shortly thereafter, as strictly necessary for the correct operation of our services.

- 12.4 We may use limited-lifespan cookies to store user interface preferences, without which it would become extremely difficult for you to use our services, including (by way of example) localization and accessibility settings.
- 12.5 It is widely accepted, and acknowledged by the United Kingdom Information Commissioner's Office and the European Union advisory body on data protection, that the above uses of cookies do not require your explicit consent. Your consent is implied by using or logging into our services.
- 12.6 We may use cookies that persist beyond your login session for the purpose of improving your user experience, so that we can personalise our services for you by remembering your user account and preferences between login sessions. You must explicitly opt into this feature by selecting the "remember me" option.
- 12.7 When you opt in to allow us to collect more detailed information about your usage patterns, we may use cookies to assist us in associating your actions with you and in providing enhanced support to you. This helps us to provide a better experience for you and to improve the way our services work for all users.
- 12.8 We use a number of trusted third-party suppliers to enable us to provide our services to you. We may permit them to use cookies for the purposes described herein, subject to us having obtained your consent as required.
- 12.9 It may be possible for you to configure your web browser or device to refuse some or all cookies, or to force cookies to be deleted when you exit the browser. Please be aware that some configurations of settings may leave you unable to access some or all of our services, or may degrade performance, functionality or experience while using them.

### 13 Your rights

- 13.1 You have the right to be informed about how and why we process your personal data. This document lays out the "fair processing information" we are legally obliged to publish, plus some additional details we have chosen to publish in the spirit of transparency.
- 13.2 You have the right to ask us to confirm whether your personal data is being processed, to request a copy of the personal data we hold about you, and to reuse that copy for your own purposes across different services. We intend to introduce a self-service facility for you to export your data from our platform. Alternatively, you may contact us via the details in this document.
- 13.3 Because we collect and hold your data electronically, and to comply with our obligation of data portability, we will offer to respond to an access request in a structured, machine-readable, electronic format. You are responsible for providing and configuring your information technology to access and interpret our response, including any Internet or network connectivity required. We are under no obligation to adopt or maintain technical compatibility with others' data formats.
- 13.4 The purposes of your right of access to your personal data are so that you may verify the lawfulness of data processing, and so that you may transfer your data to another information technology environment. If your request is manifestly unfounded, excessive or repetitive, or if you request further copies of data we have already provided, we are entitled to charge a reasonable fee to cover our administrative costs, or to refuse to respond.

- 13.5 When you request access to your personal data, we have a duty to verify your identity. To protect your privacy, we will refuse to respond to any requester who cannot satisfy us in this regard.
- 13.6 You have the right to rectify inaccurate or incomplete personal data we hold about you. We enable you to do this using self-service facilities of our platform. Third parties who have access to your data will be made aware of the change automatically.
- 13.7 You have the right to withdraw your consent for us to process your personal data. We enable you to do this using self-service facilities of our platform, which enable you to either delete data or to opt out of certain features. Third parties who have access to your data will be made aware of the change automatically.
- 13.8 Please bear in mind that one of our purposes for collecting data is as evidence to enable the establishment, exercise or defence of legal claims. Therefore, when you withdraw consent in this way, we may restrict further processing of the data, but retain a copy of existing data for audit purposes.
- 13.9 You have the right to ask us to erase personal data we hold about you when there is no longer a compelling reason for us to continue to hold it. Typically this means you would need to demonstrate that we do not need to retain the data as evidence, or that our use of your data is unlawful. You can do this by submitting a technical support request or contacting us via the details in this document.
- 13.10 Please bear in mind that, even after your personal data has been deleted from our production systems, copies may persist for a short period in our disaster recovery backups, until the retention period of the backup expires. This is necessary to meet our legal obligation to protect your data against accidental loss, destruction or damage. In the unlikely event we need to invoke disaster recovery procedures, data that had previously been deleted may be restored, and may need to be deleted again.
- 13.11 You have the right to object to the way in which we process your personal data, for example if you think we have used your data in a way that you didn't reasonably expect when the data was supplied to us. In some cases, it may be possible to accommodate your objection; in others it may be necessary to opt out of a particular feature or service with us in order to prevent further processing.
- 13.12 You have the right to ask us not to process your personal data for direct marketing purposes, including profiling. You can exercise this right by using the self-service opt-out features within our platform, by using the opt-out feature within the marketing communication where available, by submitting a technical support request, or by contacting us using the details in this document.
- 13.13 You have the right to request human intervention in a decision that will have a legal or similarly significant effect upon you, unless the automated decision making process is authorized by law, such as (by way of example only) for fraud prevention. We don't believe this applies to our services, but if you think it does, you may exercise your right by contacting us using the details in this document.

## **E Responsible disclosure of security vulnerabilities**

We value the help of the wider Internet community in protecting the security, safety and privacy of our users. This policy provides guidelines of how to report a security vulnerability without fear of recrimination.

Should you wish to contact us about a security-related matter, you may contact us via our usual support channels. Alternatively, if you would prefer to contact us without your message being recorded in our support systems, you may use the dedicated e-mail address <[security@trackmymove.com](mailto:security@trackmymove.com)>.

## 1 Reporting an issue

- 1.1 If you believe you have found a fault or security vulnerability in our services, you should contact us in the first instance.
- 1.2 If you wish, you may use a pseudonym/handle when contacting us. However, we ask you to supply a working e-mail address so that we can contact you.
- 1.3 If you are concerned about the security of the communication channel between you and us, it may not be appropriate to include full details of the vulnerability in your initial communication. In this case, we can agree arrangements for a more secure form of communication.
- 1.4 Please supply a detailed description of the steps required to reproduce the vulnerability or fault you have discovered. It may be helpful to provide scripts, console output and screenshots.
- 1.5 You may wish to include the time and IP address(es) from which you discovered the issue, so that we may eliminate your research from our intrusion detection records.
- 1.6 Please do not include any personally identifiable information or payment details in your communication with us unless you are satisfied that the communication channel is encrypted.

## 2 Our commitment to security researchers

- 2.1 We commit to not pursue or support any legal action related to your finding of a security vulnerability or fault, provided:
  - 2.1.1 You have followed the above guidelines for reporting an issue;
  - 2.1.2 You enter into dialogue with us to help us to understand the scope of the issue, so that we can resolve it fully and quickly;
  - 2.1.3 You keep the information of your discovery confidential until we confirm that we have deployed a fix and your discovery is no longer exploitable;
  - 2.1.4 You have tried to minimize any negative impact on our services during the discovery.
- 2.2 However, we would take an extremely dim view of an issue report in which you:
  - 2.2.1 Request any form of remuneration or compensation;
  - 2.2.2 Have deliberately attempted an attack that, with forethought, was likely to degrade the experience for our users or otherwise lead to denial of service;
  - 2.2.3 Have deliberately destroyed data within our production systems (if you must try it, please, do it against one of our staging servers);
  - 2.2.4 Have violated the privacy of any of our users, customers, suppliers or staff;
  - 2.2.5 Have processed a fraudulent financial transaction;
  - 2.2.6 Required physical access to specific premises where you would be trespassing.

### 3 Scope

- 3.1 Please note that we employ a number of third-party suppliers in the provision of our services, and this policy does not automatically guarantee that these suppliers will take the same stance on issues discovered within their infrastructure.

### **F Change log for this document**

Since this document was last released, we have:

- Added alternative ways to contact us about security or privacy-related matters

In the previous release, on 24 November 2017, we:

- Added a section to the terms of use regarding registered names and numbers
- Rewritten the privacy policy to describe how we comply with the General Data Protection Regulation
- Changed the terms regarding ownership and licensing of material contributed to our services, in line with the General Data Protection Regulation
- Made minor updates throughout the document to clarify wording and intent

Before that, the version of the document in force was the initial release.