

EMOH MOBILE APPLICATIONS' TERMS OF USE

1. TERMS OF USE

These Terms of Use (hereafter “Terms”) set out the basis upon which we make our Emoh mobile Application available to you by whatever access means including its messenger service (collectively, the “Service”).

Please read these Terms carefully. By using or accessing the Service you will be deemed to have agreed to be bound by these Terms. If you do not agree to comply with these Terms please do not use or access the Service. We may change these Terms from time to time so please review these Terms regularly.

2. INFORMATION ABOUT US

Emoh mobile application platform is owned and operated by Emoh Ltd, a company registered in England with company registration number 10742890 and having its registered office at 75 Bunns Lane, London NW7 2DX. (Hereafter, “Emoh” or the “Company”). If you have any questions please email us at admin@emoh-app.com or write to us at 75 Bunns Lane, London NW7 2DX or call our helpdesk on 0800 019 6114.

3. Emoh offers a property search agent service for rental property lettings in the United Kingdom. The Service comprises of gathering data or information on rental properties so as to facilitate the sourcing and delivery of suitable rental properties tailored to users’ property search requirements. Furthermore, Emoh offers the Service of promoting or advertising rental properties through the Emoh mobile application and to book or schedule appointments to view such properties. Emoh does not, however, own or lease any property on its own and do not act for or on behalf of any landlord, tenant or estate agent or any user. Emoh’s property search service is provided for information purposes only.

4. DEFINITIONS

“Emoh mobile application”, “Emoh App” or “Emoh” “We”, “Our” or “Us” refers to the mobile application service owned and operated by Emoh Ltd.

“Estate Agent”, “agent” or “agency” refers to company or sole trader appointed by the landlord to introduce prospective tenants, buyers or sellers to the landlord’s property.

“Emoh Listing” refers to the submission of information on rental property to the Service for the purpose of attracting prospective tenants.

“Landlord” refers to a company or private person who grants lease or tenancy.

“Messenger” refers to the interactive feature of the Service that enable users to communicate electronically via instantaneous messaging service.

“Service” refers to rental property search service offered through the Emoh mobile application as defined in clause 3

“Tenant” refers to a company or private person who seeks to pay rent in consideration for taking possession of property.

“You” or “Your” refers to the person who uses or access Emoh Service

5. ACCEPTANCE OF THE TERMS

5.1. Emoh Service is offered on a condition of unconditional acceptance of all the Terms of Use contained herein, our Privacy Policy which is incorporated by reference into this Agreement as well as Cookie Policy or such other terms as may be supplied to you in relation to your use or purchase of additional feature, product or service provided by us. These Terms constitute a binding legal agreement between you and us regarding your use and access of the Emoh Service. By using or accessing the Service, you agree to have read these Terms, policies and notices referenced herein and accept to be fully bound by them. If you do agree with any term of this Agreement or if you want to withdraw your consent, you must stop using the Service. You may print a copy of these Terms for your own records. If you would like a non-electronic copy of this Agreement, please contact us at admin@emoh-app.com

6. ACCESS AND REGISTRATION

6.1. **Creating an account:** We provide most of this Service on an open access basis but you may need to register and/or pay to use some areas of the Service. In some cases we may restrict access by age and/or location of user. To create an account with Emoh, you may need to provide some personal information including name and contact information. We may issue you with a username, password and/or other access control for this Service or certain parts of it (together, referred to as passwords). By creating an account, you agree to receive updates, information or newsletter from us. You may unsubscribe from our mailing service at any time using the unsubscribe mechanism included in the emails you receive from us. Please read our **Privacy Policy** which applies to the registration information we collect and which is incorporated by reference into these Terms.

6.2. **User Responsibilities:** You promise that all registration information you provide shall be up-to-date and accurate. You must inform us as soon as you can if it needs updating. We will not accept responsibility for fictitious or misleading account information. In some cases, it may be necessary for us to refuse some registration applications for instance to prevent abuse or fraudulent usage.

6.3. You agree not to abuse the access/registration process.

6.4. **Account Security:** Maintaining the security and integrity of the Service is necessary to enable all our users to use it safely and effectively. Your account information is confidential and for your personal use only and you must not disclose them to anyone else or allow anyone else to use them.

- 6.5. You must not use anyone else's passwords. If you think your passwords are no longer confidential, you must immediately notify us at admin@emoh-app.com . If you do, or if we believe it to be necessary, we may issue you with replacement passwords.
- 6.6. You accept that we are an impartial third party service and not an agent or partner of any party and that you are entirely responsible for your interactions, contacts and agreements with other users whether or not they are made within or through the Emoh app. You shall be responsible for all liabilities, activities, communications, transactions and dealings occurring within and outside of the Emoh Services, between You and any other user of the Emoh Service including as applicable tenants, landlords and estate agents and in connection with any property viewed or sourced through the Emoh App. Any dispute or issue arising between users or any other party including as applicable landlords, Agents, Tenants, prospective tenants, guarantors or prospective guarantors, will be governed by the terms of their respective leases and/or guarantees.
- 6.7. You are responsible to ensure the accuracy of the information or details for estate listings submitted to us. We monitor listings submitted to our Service and occasionally, where necessary, we may correct errors and mistakes in any particular listing. We shall not be responsible for any loss or damage suffered as the result of our correction of the listing details, prices, dates, photographs, fees, location and/or other listing details submitted to us by the User.
- 6.8. We do not accept responsibility whatsoever for any interaction, communication or information exchanged or transaction negotiated or executed via Emoh Messenger.
- 6.9. **Eligibility:** Emoh Service is available to individuals who are 18 years and older. If you reside in a jurisdiction other than the United Kingdom, you are personally responsible to comply with any laws or regulations that may govern your access and use of our Service.
- 6.10. **Users:** Emoh services are designed for three (3) different kinds of users: (1) Private landlords (2) Estate Agents and, (3) Tenants.
7. **FEES:** Emoh is a free platform provided to you in an open and transparent basis. We do not charge for membership or property listing. Please note however that landlords or estate agents may charge service or administration fees for their services. Where a property listing entail administration fees, such fees shall be clearly specified in the description of the relevant property.
- 7.1. While listing property on Emoh is free, Emoh offers landlords an option to advertise their properties and gain more visibility at the main portal at a fixed charge of £29 per month.

8. CONTENT

- 8.1. **Content:** Our Service features a wide range of text, photographs, graphics, videos, software, information, data and other content of all forms which we provide (together referred to as Content) which we want you to be able to enjoy in a fair and reasonable way.
- 8.2. **Private and Non-Commercial use:** The Content is protected by copyright, trade mark rights, database rights and other intellectual property and related rights which are owned by us and/or our respective users. You may access the Service and view the Content on-screen and, where permitted by this Service, print out a reasonable number of copies of parts of the Content, as long as this is for your own private and non-commercial purposes only. You must not use the Content in connection with commercial purposes including advertising or soliciting users to purchase or sell any products or services not offered by Emoh Ltd or to soliciting users to attend private social events, activities or networks for commercial ends.
- 8.3. For certain Service features, for instance advertising services or where payment is necessary or where our users have ordered it, separate and/or additional usage terms may apply. These will be marked on the relevant area of this Service where you will be given the opportunity to review and agree to them.
- 8.4. **Intellectual Property Rights:** Emoh-app and its licensors or assigns retain all rights in the Service and Content including text, graphics, images, audios and audio-visual recordings or downloads, software, code, information or data that is made available on or through the Emoh App. Unless stated otherwise, we are the owners of all trade or service marks, trade secrets, patents or copyrights and any other intellectual property rights in the Service.
- 8.5. You must not, nor try to, make mass, automated or systematic extractions of the Service or Content as defined herein, or use it to create or include it within another paper or electronic database, or try to re-sell it or re-distribute it. We reserve the right to prohibit or restrict the way in which other Services link to or frame or represent any Content on our Service.
- 8.6. Decompiling, reverse engineering, disassembling or otherwise reducing the source code used in any software on this Service into a readable form in order to examine the construction of such software is prohibited to the fullest extent permitted by law. If you need information on the relevant law contact us or your local consumer adviser.
- 8.7. If you have any questions about what you may or may not do with the Service content or use the Service generally please contact us at admin@emoh-app.com. We reserve any other uses of, and rights in, the Service content on behalf of both ourselves and our suppliers, so you must obtain our prior written permission for these. We may not always be able to give our consent but to make such a request please contact us at admin@emoh-app.com
- 8.8. **User-Generated Content:** Unless specified otherwise, we do not require or solicit user's private, confidential or proprietary information in connection with the use of the Service. Any data, information or material, other than login information, voluntarily created or submitted by you to or through the Service and not specifically

asked by us, shall not be considered as confidential, secret or proprietary. You accept that any information or materials submitted by you to this Service, including ideas, creative concepts and/or other materials, may be used, reproduced and shared by us, at our discretion, for any purposes without restriction, liability, compensation or attribution to you. You expressly agree that you grant Emoh Service a non-exclusive, universal, enduring, sub-licensable, transferable and royalty-free licence to produce, copy, adapt, modify, translate, transmit, publish, publicly display and/or distribute any of your content for the purposes of enabling us to provide or improve the Service herein including for commercial, promotional or advertising purposes. You acknowledge further that as the author of user-generated content shared, posted or transmitted through the Service, you expressly and irreversibly waive any “moral rights” in the said content.

We are not an agent, sponsor, broker, joint partner or representative of any party to or user of our Service and you must not misrepresent your affiliation with us. You shall not, without our written approval, represent that we sponsor or endorse your business undertaking.

You agree further that, to the fullest extent permitted by law, Emoh shall not be liable for any loss or damage suffered or sustained by you as a result of or in connection with the use or disclosure of such content or materials by us. This provision does not affect any rights you may have under data protection and privacy laws or similar laws that protect your personal information, to the extent that such rights cannot be excluded.

9. NO SPECIALIST ADVICE: The Content, information or materials provided or made available to you by us in relation the Service is provided for general information purposes only and should not be construed as specialist advice to be relied upon. You are advised to seek professional advice adapted to your particular circumstances before taking or refraining from taking any action on the basis of information, representations materials obtained by you from Emoh. If real estate advice is required, we recommend that you seek the services of a competent legal or real estate practitioner. While we endeavor to provide information about the Service, Nothing in these Terms shall be construed as creating a fiduciary, advisory or agency relationship or other similar relationship between you and Emoh or warranty, representation or guarantee that the information or material so provided is timely, accurate or complete.

10. PROPERTY INFORMATION DISCLAIMER: We are not a real estate agency or letting agency. Emoh Ltd provides a service platform in which users can view publicly available information in the form of residential property listings via one single interface as a “search agent” current operates. We seek to facilitate the sourcing of property listings for individual users based on their needs and requirements. While we reserve the right to make changes, corrections and updates to the information on property listings without prior

notice, we do not review or endorse the promoters or agent of any particular property listing or the accurateness of the descriptions of the listed property. To the best of our knowledge, we believe that information on properties listed is accurate. Emoh Ltd, however, assumes no responsibility for damages or losses incurred by the use or reliance on such property information, directly or indirectly, as the result of errors, omissions or discrepancies in the information as presented in the Emoh Service. If you decide to rely on information contained in the Service, you do so at your own risk. It is your responsibility to check, confirm and satisfy yourself as to the accuracy or completeness of the property information before entering into any property agreement or arrangement.

- 11. THIRD PARTY SERVICES:** Emoh Ltd provides a service where third parties, including individuals, companies and other organisations, display, present, promote or advertise their products or services. Any dealings or arrangement between you and any third party advertisers, agents or merchants found on or via the Service are made between you and the relevant advertiser, agent or merchant on the terms, conditions or representations agreed between them. Emoh takes no responsibility arising from or in connection with any dealing, arrangement, transaction or contract between such third parties.
- 12. MESSENGER SERVICE:** To improve our service, Emoh provides an interactive communication service which may, from time to time, include the following: chat service, instant messaging, push notifications, bulletin boards and customer service. Tenants can use the messenger service to negotiate rental of the properties with the estate agent or landlord. Personal information of users shall not be visible to either user and it is the user's discretion to share personal or contact information.
- 13.** Where Emoh provides interactive service, it will provide clear and detailed information about the Service. Emoh shall take reasonable care to ensure that the use of the interactive service is moderated and potential risks are assessed and averted. Emoh, however, takes no responsibility to oversee, monitor, or moderate any interactive service within our Service, and we expressly exclude our liability for any loss, harm or damage suffered as the result of or in connection with the use of any interactive service by a user.
- 14. USAGE RESTRICTIONS**

Emoh Ltd provides a Service platform for landlords, estate agents and tenants to interact and share information on property listings for the eventual purpose of leasing or renting such properties. As a condition of use, you agree to comply with these Terms of Use, respect the right of others and obey applicable law and regulations. In addition, you agree to comply with the following rules of acceptable use: You will not:

 - Collect users' personal information including usernames and/or email addresses by electronic or other means for the purpose of sending unsolicited electronic messages.

- Post, use, submit, link or otherwise make available, anything that is: harmful, defamatory, discriminatory, abusive, harassing, degrading, threatening, fraudulent, violent or graphic, obscene, pornographic, Protected by copyrights, patent, trade or service mark laws or any other proprietary or intellectual property right without express consent of the owner.
- Distribute, link or upload any data or material containing virus, keystroke loggers, adware, malware, Trojan horse, spyware or other computer file, program or code that harms or attacks or is made to damage, monitor or exploit the operation of any hardware or software.
- Engage in any unauthorized advertising, promotion, spam, phishing or other similar forms of solicitation
- Exploit abuse or use the Service for fraudulent or illegal purposes.
- Use, submit or link any content or material that would attract criminal or civil liability or that constitutes or encourages or advocates for commission of a criminal offence or illegal activity.
- “Frame” or “mirror” any Content, feature or part of the Service without our prior written approval.
- Use any robot, site search/retrieval application, crawlers, spider, webwalker or other malicious computer program or software to illegally scape, index, retrieve, mine, reproduce or otherwise circumvent any security, programmatic or navigational structure of feature of the Service.

In addition to the foregoing, you agree further that you will:

- Provide accurate, complete and up-to-date contact and, where applicable, payment information.
- Not to impersonate or misrepresent your affiliation with any person or entity
- Protect your confidential information including username and password
- Not disclose your password or other login information to any person
- Promptly notify us of any unauthorized access or use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the Emoh Service
- Only use the information and material you obtain or access through the Service solely for your personal, non-commercial use in accordance with these Terms of Use or other terms that apply to such services or products

14.1. Account Suspension and Termination:

If we have sufficient grounds to believe that you are involved in the violation of these Terms, we reserve the right, in our sole and absolute discretion, to restrict, suspend or terminate your account and/or refuse use or future use of the Service or any feature or part of the Service. **Emoh Ltd** accepts no responsibility for any loss, damage or harm suffered or sustained as result of or in connection with your failure to protect your account information or comply with these Terms of Use. Any such

suspension, restriction or termination will not affect rights which we may have against you as regards your breach of the Terms. The actions that Emoh may take in the vent of violation of these Terms include:

- Temporary or permanent suspension of your right to use the Service
- Temporary or permanent removal of any post or listing created or uploaded by you to our Service
- Warning
- Legal proceedings
- Disclosure of your information to law enforcement agencies

15. LIMITATION OF LIABILITY

15.1. Unless you and we agree otherwise, e.g. as part of any paid advertising arrangement or where our users have required us to do so and where separate and/or additional usage terms may apply which will be marked on the relevant part of the Service, the Service content is provided for free and is for your informational purposes only. Please note that the Service will not be available at all times. It will be inaccessible during regular maintenance periods and it may from time to time be subject to emergency maintenance or be unavailable for other technical reasons. Like all software-based services the Service cannot be promised to be free from errors, viruses or bugs. We will, however, use reasonable care and skill in fixing any problems once we become aware of them. Although we take reasonable care with our Service content we cannot check every item or promise that typos, inaccuracies or other errors will never appear on the Service. Unlike, traditional physical media, the Service is a dynamic environment with regular changes and therefore inaccuracies may occur from time to time. Please double-check any specific instruction with us or a third party if you are in doubt. We cannot control and are not responsible for the user provided/generated content that appears on the Service. We recommend that you apply particular caution when using the Service and its content.

15.2. External Links: This Service may contain third party advertising and links to external Services. External Services may link to this Service. We choose our commercial partners with reasonable care but we do not necessarily recommend, endorse or sponsor, and cannot control and are not responsible for any third-party content that may be accessed through the Emoh App or Service or from which this Service may be accessed. Please use common sense and caution when using such third-party Services and content. You should read their terms of use and privacy policies.

PLEASE BEAR THE ABOVE IN MIND WHEN USING THE SERVICE. IF YOU ARE UNCLEAR ABOUT ANYTHING THAT APPEARS ON THE SERVICE, OR THINK THERE MAY BE AN ERROR, PLEASE CONTACT US AT admin@emoh-app.com.

- 15.3.** We shall not be liable and shall not compensate you for any loss or damage you may suffer unless we have failed to carry out our obligations under these Terms to a reasonable standard or breached any duties imposed on us by law, including if we have caused death or personal injury by our negligence, and that failure is not attributed to: (a) your own fault, for example your failure to implement recommendations previously advised by us; (b) a third party unconnected with our performance of this agreement, for instance problems due to communications network performance, congestion and connectivity or the performance of your computer equipment; or (c) any other events which neither we nor our suppliers could have foreseen or forestalled even if we or they had taken reasonable care.
- 15.4.** Accordingly, we will not be responsible for loss of or damage to your computer hardware or software or other personal property or any other losses which you suffer as a result of the Service unless this is due to our neglect or failure to take reasonable precautions and such losses are reasonably foreseeable. We strongly recommend that you (a) take care to verify the suitability and compatibility of your computer system prior to use; and (b) take reasonable precautions to protect yourself against harmful programs or devices including through installation of anti-virus software.
- 15.5.** As this is a consumer Service we shall not in any event be liable for losses related to any business such as lost data, savings, business opportunity, goodwill or reputation, lost profits or business interruption.
- 15.6.** To the fullest extent permitted by law, we disclaim all warranties and representations, express or implied, which may relate to our Service or any content provided therein. Emoh accepts no responsibility for any loss, cost, expense, liability or damage whether in contract, tort or breach of statutory duty arising from or in connection with the use of or inability to use our service or reliance on material, content or information contained in the Service.

16. TERMINATION

- 16.1.** This Agreement will remain in force as long as you use or access the Service. If you wish to terminate your registration for any part of this Service at any time, please contact us at admin@emoh-app.com. Unless you and we agree otherwise, e.g. as part of listing promotion or advertising arrangement, to which separate terms shall apply, we may terminate the provision of this Service to you at any time. In the event of termination by us, we shall try to give you prior notice but this may not always be possible. If you are in breach of these Terms, or we have reasonable grounds to believe that you are, we may immediately suspend and/or terminate your access to our Service with or without prior notice.

17. GENERAL

- 17.1. Waiver:** If you are in breach of these Terms and we do not take any action against you, we may still take action against you later or if you breach the same term on another occasion or if you breach a different term.
- 17.2. Indemnity:** You agree to indemnify Emoh against any loss, damage or cost incurred by us arising out of your use of this Service, any of its services or any information accessible over or through the Service, including information obtained from linked sites, your submission or transmission of information or material on or through the Service or your violation of these Terms or other applicable laws and regulations. You also agree to indemnify Emoh against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party proprietary rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of patent, copyright and/or trade or service mark. We reserve the right to exclusively defend and control any claims arising from the above matters and any such indemnification matters and that you will fully cooperate with us in any such defenses.
- 17.3. Severability:** If any provision of these Terms is, for any reason, held to be unenforceable, illegal or invalid in some other way, the unenforceable, illegal or invalid provision will not affect the remainder of these Terms and they will continue in full force and effect.
- 17.4. Governing law:** These Terms are governed by relevant laws of the United Kingdom (UK) and you and we agree to only bring legal actions about these Terms in a UK court. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement, you and we may agree to refer the matter to arbitration but you and we are not restricted from bringing court proceedings.
- 17.5. No Assignment:** Only the parties to this Agreement have the right to enforce any provision under these Terms.
- 17.6. Notices:** Emoh Ltd may provide you with notices, including those regarding modification to this Agreement, using any reasonable means including by way of email, regular mail, short message service, multimedia message service, text message or postings in the Service. Nothing in this clause shall be construed to imply our obligation to send such notices in cases of violation of this Agreement.
- 17.7. Entire Agreement:** We intend to rely on the written terms set out in these Terms, as amended in accordance with paragraph 1 above, and the documents referred to in it, as the entire understanding between us and you relating to your use of the Service. If you and we agree on any changes, please make sure that you request that these are confirmed in writing. That way we can avoid any problems surrounding what we or you are expected to do in relation to your order.
- 17.8. Modification:** This Agreement is subject to change by the Emoh Ltd at any time.