

Capture Property Marketing Ltd. & zPlan Ltd.

Last Updated November 2024

Terms and Conditions

The following general terms and conditions govern both Capture Property Marketing Ltd (“CPM”) and zPlan Ltd (“zP”) and their respective relationships with their Client(s) to the extent that any specific formal service contract or working arrangement otherwise might prove deficient or ambiguous. And for simplicity in respect of “Terms and Conditions” where the words CPM is stated herein this shall also mean “and/or zP” as the context of any actual business relationship or transaction - to which these Terms and Conditions are to be applied - permits.

Whilst these Terms govern both companies and where the word Company is used it shall be deemed to mean either or both of CPM or zP, there is also an Addendum attached which more suitably deals with aspects more specific to zP.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions. And the following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- Affiliate means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Country refers to: United Kingdom
- Company (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to CPM, whose registered office is at 10 Argyle Street, Bath, BA2 4BQ.

- Device means any device that can access the Website such as a computer, a mobile phone or a digital tablet.
- Order shall mean any purchase or sales order (for work, service, product or serviced product) which is entered into between CPM and a Client (and through whatever means whether electronic verbal or written correspondence – and whether directly or via authorised agent or employee of the client/customer).
- Service refers to any or all services, products, serviced products or support provided by CPM to its clients, customers, contractors or service agents (referred to as “Client” or “Clients” as the context permits).
- Terms and Conditions (also referred as “Terms”) mean these Terms and Conditions.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available on or through the Website.
- Website refers to that which is made available and maintained by or on behalf of CPM from time to time and accessible from <https://www.captureproperty.com/>

Acknowledgment

These terms and conditions form part of a legally binding contract between CPM and its Client and in placing or accepting any Order with CPM a Client hereby is deemed bound by these Terms to the extent they are not otherwise rendered subservient to any specific contractual terms conditions or obligations contained within any such Order.

All orders or requests for any additional products or services or variations to any Order will be subject to CPM’s prior written acceptance to a Client and such acceptance shall then be otherwise deemed bound by these Terms.

CPM reserves the right to amend these Terms at any time but will always then reasonably endeavour to appropriately notify a Client of any material change.

Acceptance of and compliance with the Privacy Policy of the Company is a condition of these Terms and attention is drawn to that Policy which is available on request or can be viewed on our Website.

Links to Other Websites

Our Website may contain links to third-party web sites or services that are not owned or controlled by the Company and accordingly we bear no responsibility for any such third party service unless (and then to the extent so specified) such is incorporated within any Order.

Specifically, the Company has no control over and assumes no responsibility for the content, privacy policies or practices of any third party web sites or services. Accordingly our Client is deemed to accept that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

Furthermore, we strongly advise a Client to understand the terms and conditions and privacy policies of any third-party web sites or services sought out, a result of any Order.

Charges and Fees

CPM's charges and fees are subject to change from time to time; hence, unless a particular rate is pre-agreed in writing as chargeable the charges and fees will be those given to the client at the time of Order and in any event shall be those pre-charged (via direct debit, pay pal or otherwise) or invoiced to the client/customer upon a periodic basis – usually monthly.

Unless otherwise agreed to the contrary all invoices are due for payment within 7 days of the date of invoice. Accordingly CPM reserves the right (1) not to deliver printed or other commissioned materials services or products until cleared funds are received and (2) to charge, at its discretion, interest on unpaid/late paid credit accounts or invoices at 8% pa above the Bank of England base rate.

All invoices are subject to VAT where applicable. And if invoices remain unpaid after 30 days, from the date of invoice, CPM shall be deemed to have the right to rescind all licenses, written or implied, for usage of images, floor plans or any other materials supplied, electronic or otherwise, with immediate effect pursuant to the Copyright Act of 1988 or such further update thereof; and furthermore shall be deemed to have the right to call back any original materials or copies thereof and which a Client shall then be obliged to return at their cost and to guarantee no further usage or same. By placing an Order (hereby deemed as agreeing to these Terms a Client shall be deemed to have expressly agreed that all CPM charges, fees and actions are both fair and reasonable and shall remain a contractual obligation for a Client to settle in full including all late payment interest which CPM elects to charge.

Private Client Orders: EPC Only

Full payment is required upfront before any work is undertaken.

Private Client Orders: Multiple Services

A 50% upfront payment is required at the time of booking to confirm the appointment.

The remaining 50% will be invoiced and must be paid prior to the delivery of completed items.

For floor plan services priced on the final GIA of the plan, the final invoice will reflect the total price less the initial payment of the service.

Final Payment and Deliverables

Proofs (e.g., watermarked documents or floor plans) will only be shared after issuing the final invoice.

Full, un-watermarked deliverables will be released upon receipt of the final payment.

Missed Payments

If the initial payment is not received by the appointment date, we reserve the right to cancel the appointment.

Cancellations will be addressed on a case-by-case basis to minimise disruption.

Payment Deadlines

The first 50% invoice will require "Immediate Payment" and be due the same day it is issued.

For the final invoice of the remaining balance, payment is due within 7 days of issuance

Services, Products, Materials

CPM provides directly or indirectly a wide range of products and services which are not limited to, but may include; Photography, Printed Materials, Floor plans (and specifically all things related to zP business activities), Design, Energy Performance Certificates, Energy Efficiency Advice, Lease and License Plans, Web Site Design, Software/IT servicing, Branding Consultation, Marketing Services, Training and Teaching Materials and General Small-Medium Enterprise (SME)

Business Management Services - and any addition to or variation as may be described from time to time on CPM's website.

Photography Specifically

Photography being a subjective "art form". If a Client requires a reshoot due to creative differences of opinions, the Client will be obliged to pay CPM an additional photography fee of one hundred percent of the fee stated in the quote or invoice for the original shoot, plus any additional expenses incurred for such a reshoot. If there is a technical problem with photography e.g. an out of focus photograph, CPM will naturally cover the cost of any such re-shoot.

Supply of Services, Products & Materials

CPM will use all reasonable care in the supply of any commissioned services, products and materials (individually or collectively called "the materials") including, but not limited to, those outlined in these Terms. It is however a Client's responsibility to check that all supplied services and/or products or materials are reasonably fit for the Client's purpose as was defined in the Order. If, for any reason, there is material dissatisfaction CPM must be informed immediately and in writing stating the nature of the dissatisfaction and allowing CPM the opportunity, at its sole discretion, to consider making correction, replacement or otherwise rectifying. Floor plans, specifically, are for indicative purposes only, but where produced with measurements stated then all areas, sizes, measurements etc., are intended to be as accurate as can reasonably be measured given the nature of access to individual spaces and areas afforded to CPM on the day of any measurements being taken.

CPM will not be held liable for any errors in Floor plans that have been proofed by the client/customer as approved; these shall then forever be deemed as fit for purpose in the context of the Order.

Brochures and other printable/publishable materials products or services specifically (including for incorporation in web sites, marketing materials or the like) will be proofed by a Client digitally. And by so approving a proof for print/publication a Client accepts full liability for the contents and format and will be deemed as having checked all aspects of the proof and hence be thereupon obliged to settle any invoice for relevant aspects of any Order. This includes, but is not limited to, the text, photographs, any graphs or other graphical representation and floor-plans (and whether any of these are based upon information supplied by CPM or a Client). Specifically, a Client also is deemed to have expressly warranted that the information or content supplied to CPM for inclusion in the materials are both fit for purpose and legitimately can be freely used thereafter by CPM.

It is accepted that CPM will not be held liable for any problems encountered that are caused by information or content supplied by a Client its agents or any third

party related to a Client or in respect of which CPM is directed by a Client to obtain said information or content. Nor will CPM be liable for executing, or the costs/ financial damages associated with, any reproduction, replacement or substitution of the materials whether due to any claim by a Client as to inherent material fault, error or sub-standard quality or as to external factors such as but not exclusively limited to inclement weather, industrial action or any other third party interference or limiting factor outside the control of CPM.

Client's Primary Obligations

A Client will be held wholly liable for all CPM charges/fees/costs pertaining to CPM's execution of any Order including those described in our cancellations policy and the charges for non-payment described herein.

By placing an Order and hence pursuant to these Terms a Client will be held responsible for providing or facilitating timely access to CPM's area of work including any property, premises or other places where CPM's work is expected to be performed/partly performed (and a Client will also be responsible for any costs licences or permissions associated with such access). And furthermore (i) will these Client responsibilities extend, as CPM reasonably requires, to CPM's contracted employees, sub-contractors, consultants or freelance operators and (ii) a Client is responsible for ensuring that said property premises or other place are fit, safe and accessible for CPM to be able to efficiently and safely execute its work and is in a suitably presentable condition to CPM's reasonable satisfaction; eg that areas presented to a CPM photographer are tidy and free of inappropriate clutter, rubbish, etc..

A Client will receive final and useable files and documentation (photography, floor plan, EPC, etc..) only when full payment has been received.

A Client may request that payment of any CPM invoice be made by a third party. But in that event it shall remain the responsibility of the Client to so pay, and immediately upon demand, in the event that any third party fails to pay on the stated CPM Terms.

Cancellation Policy

CPM operates the following cancellation policy which the Client expressly hereby agrees to be bound by and furthermore the Client also accepts that the Terms are fair and reasonable.

Cancellation or postponement of any work subject to any Order will be at CPM's sole discretion. Specifically, such cancellation or postponement in respect of any materials for which an initial visit to a property or premises is required will generally not be chargeable provided that CPM receives written notification and acknowledges same up to 2pm on the working day prior to any such property or

premises visit appointment. Cancellation after this time will automatically incur a cancellation fee of up to 60% of the invoice total.

Termination

We may terminate or suspend Services or access to Website services without prior notice and without any liability for so doing, for any reason whatsoever, including without limitation if a Client materially breaches these Terms.

Upon suspension or termination the right to use our services will cease immediately and until and if they be reinstated.

CPM reserves all rights to terminate this agreement at its sole discretion. And all fees and charges properly invoiced by CPM pursuant to any Order will become payable regardless of and within the earlier of (i) 7 days of CPM's written termination of the contract/delivery of the materials the subject of any Order or (ii) the delivery of CPM's final invoice.

Warranties and Liabilities

CPM warrants that it will use all reasonable skill, care and duty to provide the materials or services that comprise an Order. All other warranties on the part of CPM; express or implied; are hereby excluded to the fullest extent permitted by law. And any liability CPM may have (whether in contract, tort, including negligence or otherwise) shall in any event be limited to the total fees paid by the client/customer in respect of any Order and pursuant to these Terms.

For the avoidance of doubt CPM shall not be liable to a Client or to any third party for any loss of profits, loss of sales, loss of turnover or loss of use or corruption of any data or software or for any indirect, consequential or special loss. CPM shall not be responsible for any delay or failure to execute the materials as described herein for reasons outside of its sole direct control as regards the execution of its contractual obligations.

Furthermore a Client shall hereby under these Terms be deemed to indemnify CPM against any default or failing in respect of any of the specific Client obligations herein recited; and whether express or implied.

Notwithstanding any damages that a Client might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and a Client's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by a Client for a given Order or part thereof, or £100 if a Client has not yet been obliged to pay for any part of an Order.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or

consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use our Website, third-party software and/or third-party hardware used with the Website, or otherwise in connection with any provision of this Terms).

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of its Website, or the information, content, and materials or products included thereon; (ii) that the Website will be uninterrupted or error-free; (iii) as to the Website's accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Website, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Copyright and Licence

The copyright for all the materials and any inherent intellectual property within or with respect to the materials provided subject to the Order will remain with CPM for the term laid out in the current Copyright Act of 1988 or such further update thereof.

CPM reserves the right to rescind or retract any license, implied, written, or otherwise, upon termination of this agreement or at any other time, including in respect of non-payment for invoiced Order work, and at CPM's sole discretion.

By purchasing the materials, services and the like from CPM as part of any Order the Client hereby agrees to a limited use/license for the materials. This license prohibits the re-use of the materials for any purpose, other than the Client's direct use: and such prohibition to include, but not exclusively, onward sale/leasing exhibition and illustration without the express prior written consent of CPM.

General Terms

These Terms shall be deemed bound into any other agreement the Client may have with CPM and into any agreement the Client may have with any third party in respect of the Client's primary obligations to CPM and particularly as regards Warranties/Liabilities/Copyright insofar as the Client should reasonably be expected to bring to the attention of and to pass these down to (but then upon a deemed joint and several basis) said third parties.

These Terms are the only ones as between CPM and the Client unless otherwise agreed in writing from time to time by both parties.

In the event of part of this agreement being deemed unenforceable by a court of law, the rest of this agreement will continue to apply.

Any notice given under this agreement must be made in writing and sent by pre-paid first class post to the parties' respective registered corporate addresses.

Governing Law

This agreement shall be governed by English Law and the English courts.

Disputes Resolution

If a Client may have any concern or dispute about any services provided by CPM, a Client hereby agrees to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If a Client is a European Union consumer, it will benefit from any mandatory provisions of the law of the country in which that Client resides.

United States Legal Compliance

A Client is deemed to represent and warrant that (i) it is not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) it is not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any appropriate time thereafter nor shall be the waiver of a breach necessarily constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

CPM reserve the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Website after those revisions become effective, a Client will be deemed bound by the revised terms.

Contact Us

If you have any questions about these Terms (and whether in respect of either CPM or zP) please contact us by visiting this page on our website: <https://www.captureproperty.com/contact-us>

Last Updated November 2024

zPlan Membership Pricing Terms & Conditions

FREE TRIAL

Our free 14-day trial allows subscribers to explore our services at no cost. After the 14-day trial period ends, the subscription will automatically convert to a paid plan, and the subscriber will be charged the applicable subscription fee unless the subscription is cancelled before the trial period concludes.

1. All prices exclude VAT.
2. All subscriptions are taken as a card payment on a monthly basis from the date at which the user signed up.
3. If a card payment is declined, zPlan reserves the right to suspend the user's account immediately and without notice.
4. Any plans included in your subscription must be used within the month; these cannot be transferred to the following months.

5. Plans created on the Pay-Per-Plan subscription will only be editable for 14 days. After this date minor changes may only be made.
6. Plans purchased through the “You Sketch, We Draw” service we aim to get back within 1-2 working days. This cannot be guaranteed and may take longer for bigger, more complicated plans.
7. Any subscriptions or “You Sketch, We Draw” plans purchased are non-refundable.
8. zPlan reserves the right to adjust monthly fees at any time without notice.
9. zPlan reserves the right to amend, alter, remove or add to these terms and conditions without notice and any new versions take precedence over older versions.

zPlan Terms of Use

Concerning access to and use of the zplan.co.uk website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”), the Client hereby is deemed to agree that by accessing the Site, the Client has first read, understood, and agreed to be bound by any and all conditions stated in respect of the Site and particularly as regards access, click through, copying of any material therein contained and as to normal use of the content in respect of the Site.

Any supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby deemed to then be expressly incorporated into and be bound by these Terms.

We also reserve the right, at our sole discretion, to make changes or modifications to the Site or to these Terms at any time and for any reason. But we will however attempt to alert about any material upcoming changes by updating via the Site and/or by updating these Terms (and specifically the Addendum of same). And it will remain a Client’s responsibility to periodically review any such notified alerts and accordingly will a Client be deemed to have been made aware of and to have accepted, any such changes by your continued use of the Site without having otherwise contacted zP in writing and by way of seeking clarification or making complaint.

Specifically, all the information provided on the Site is not intended for distribution to or viewing or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject zP to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 15 years of age. And all users who are minors in the jurisdiction in which they reside (generally, but not exclusively so under the age of 18) must have the permission of, and be suitably supervised or monitored by, a parent or guardian when using the Site. As such a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site under the appropriate supervision/monitoring.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is zP's proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, but not exclusively so the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Kingdom, international copyright laws, and international conventions.

The Content and the Marks are provided on the Site upon an "as you find them" basis and as such are for a Client's information and personal/corporate use only. And except as expressly provided in these Terms no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, a Client is granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which a Client has properly

gained access solely for their personal, non-commercial or corporate use. Subject always to fully paying for the use as per the stated pricing basis within the Site.

Meantime we reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

By using the Site, you represent and warrant that:

- (1) all registration or data information required/requested and then submitted will be true, accurate, current, and complete;
- (2) furthermore a Client will be expected to maintain the accuracy of such information and promptly update such information as any changes occur;
- (3) as a Client - you have the legal capacity and agree to comply with these Terms; and
- (4) - you are not under the age of 15; and
- (5) - you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; and
- (6) - you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; and
- (7) - you will not use the Site for any illegal or unauthorised purpose; and
- (8) - your use of the Site will not knowingly violate any applicable law or regulation.

And if you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, at our sole discretion, that any such a username is inappropriate, obscene, or otherwise objectionable or potentially inflammatory.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us and which are always

pursuant to the commercial intentions behind the Site and the normal business of zP from time to time.

As a user of the Site, you agree NOT to:

1. Systematically retrieve or scrape data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory.
2. Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, zP and/or the Site.
5. Use any information obtained from the Site in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Site in a manner inconsistent with any applicable laws or regulations.
8. Use the Site directly or by reference to advertise or offer to sell goods and services without the express prior written authority of zP.
9. Engage in unauthorised framing of or linking to the Site.
10. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
11. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
12. Delete the copyright or other proprietary rights notice from any Content.
13. Attempt to impersonate another user or person or use the username of another user.
14. Sell or otherwise transfer your profile.

15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
16. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
17. Harass, annoy, intimidate, or threaten any of zP employees or agents engaged in providing any portion of the Site to you.
18. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
19. Copy or adapt the Site’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
21. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorised script or other software.
22. Use a buying agent or purchasing agent to make purchases on the Site.
23. Make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
24. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise, without the prior written permission of zP.
25. Use the free trial inappropriately in an attempt to trick, defraud, or mislead us or other users. The free trial is to be used in good faith and we reserve the right to cancel and refuse further subscriptions to anyone we believe to be misusing this service.

USER GENERATED CONTRIBUTIONS

The Site does not offer Clients, be they users or otherwise, to submit or post content. We may provide the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast

content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions will not be made available to or viewable by other Clients or users of the Site or through third-party websites without the express permission of the "Contributor". As such, any Contributions transmitted will be treated in accordance with the Site Privacy Policy.

When a Client creates or makes available any Contributions, they thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of any Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. As a Contributor you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use any such Contributions in any manner contemplated by the Site and these Terms.
3. As Contributor you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms.
4. Contributions are not false, inaccurate, or misleading.
5. Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
7. Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

9. Contributions do not violate any applicable law, regulation, or rule.
10. Contributions do not violate the privacy or publicity rights of any third party.
11. Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Site and direct reporting to the appropriate law enforcement authority.

CONTRIBUTION LICENSE

It is hereby agreed that zP may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Site, it is agreed that zP can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over Contributions. And zP are not liable for any statements or representations in any such Contributions provided within any area on the Site. Accordingly the Contributor hereby remains solely responsible for their Contributions to the Site and expressly agree to exonerate zP from any and all responsibility and to refrain from any legal action against zP regarding any Contributions.

MOBILE APPLICATION LICENSE (MAL)

Use License

If any Client accesses the Site via a mobile application, then we hereby are deemed to grant a revocable, non-exclusive, non-

transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by a Client, and to access and use the mobile application on such devices strictly in accordance with this Use License of this MAL herein contained. A client shall not then: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices: specifically

The following terms apply when using a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site:

1. The license granted for our mobile application is limited to a non-transferable license to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;
2. zP are responsible for providing any maintenance and support services with respect to the mobile application as specified in this MAL or as otherwise required under applicable law, and a Client acknowledges that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

3. In the event of any failure of the mobile application to conform to any applicable warranty, a Client may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
4. Any Client is hereby deemed to represent and warrant that (i) they are not located in a country that is subject to a UK government embargo, or that has been designated by the UK government as a “terrorist supporting” country and (ii) they are not listed on any UK government list of prohibited or restricted parties;
5. Any Client must comply with applicable third-party terms of agreement when using the mobile application, e.g., if a Client has a VoIP application, then they must not be in violation of their wireless data service agreement when using the mobile application; and
6. Any Client acknowledges and agrees that the App Distributors are third-party beneficiaries of the terms and conditions in this MAL contained in these Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this MAL contained in these Terms against any Client as a third-party beneficiary thereof.

SUBMISSIONS

Any Client acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site (“Submissions”) provided by them to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to any Client; and furthermore that any Client then hereby is deemed to waive all moral rights to any such Submissions, and warrant that any such

Submissions have originated with them or that they have the right to submit such Submissions to or via zP.

You agree there shall be no recourse against zP for any alleged or actual infringement or misappropriation of any proprietary right in a Client's Submissions.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms;
- (2) take appropriate legal action against anyone who, at our sole discretion, violates the law or these Terms, including without limitation, reporting such user to the appropriate law enforcement authority;
- (3) at our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) at our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
- (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://zplan.co.uk/site/privacy>. By using the Site, a Client agrees to be bound by zP's Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United Kingdom. If a Client accesses the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, then through continued use of the Site, a Client is transferring its data to the United Kingdom, and you hence it is agreed to have that data transferred to and processed in the United Kingdom.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while a Client uses the Site. AND WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TO DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON OR CORPORATE BODY FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. FURTHERMORE, WE MAY TERMINATE USE OR PARTICIPATION IN THE SITE OR DELETE ANY ACCOUNT AND ANY CONTENT OR INFORMATION THAT HAS BEEN POSTED AT ANY TIME, WITHOUT WARNING, AT OUR SOLE DISCRETION.

And should we terminate or suspend an account for any reason, a Client is then prohibited from registering and creating a new account under their name, a fake or borrowed name, or the name of any third party, even if seeking to act on behalf of a third party.

In addition to terminating or suspending an account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

How much notice do I need to cancel my zPlan subscription?

To stop your zPlan subscription, you will need to give us a minimum 30 days' notice.

If you want to stop your zPlan subscription before the 30-day period ends, you will be charged for the remaining days.

Examples

(1) If you tell us on 1st September that you want to stop your subscription on 10th September:

– Between 1st September and 10th September you'll be charged as normal.

– Between 11th September and 30th September you'll be charged for the 30-day notice period.

You should receive your final bill by 20th September (within 10 days of the stop date).

(2) If you tell us on 1st September that you want to stop your service on 30th September:

- You are giving the required 30-day notice period, and will continue using the service until it ends.
- You won't be charged for any period after 30th September.
- You should receive your final bill by 10th October (within 10 days of the stop date).

Exceptions to the 30-day minimum notice period

There is no notice period if the account holder has passed away.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice. Accordingly, any Client hereby is deemed to agree that zP will have no liability whatsoever for any loss, damage, or inconvenience caused by any inability to access or use the Site during any downtime or discontinuance of the Site. And nothing in these Terms will be construed to obligate zP to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These conditions are governed by and interpreted following the laws of the United Kingdom, and the use of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence.

zP and any Client hereby agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a “Dispute” and collectively, the “Disputes”) brought by either party (individually, a “Party” and collectively, the “Parties”), the parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty 30 days before initiating any arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

In the event that a dispute arises between the Parties and following unsuccessful resolution via informal negotiations then there shall be recourse to a single arbitrator appointed by the Royal Institution of Chartered Surveyors and who shall adjudge within the City of Bath, United Kingdom and the language of the proceedings shall be English and applicable rules of substantive law shall be those of the United Kingdom.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of

competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the jurisdiction of that court.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. zP reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER

ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

FOR THE AVOIDANCE OF DOUBT IN NO EVENT WILL zP OR IT'S DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO ANY CLIENT OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

Any Client hereby agrees to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms; (3) any breach of your representations and warranties set forth in these Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, zP reserves the right, at a Client's expense, to assume the exclusive defence and control of any matter for which a Client is hereby required to indemnify zP, and any Client agrees to cooperate, at their expense, with our defence of such claims. We will use reasonable efforts to notify any Client of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that any Client transmits to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although zP performs regular

routine backups of data, Clients are solely responsible for all data that they transmit or that relates to any activity undertaken using the Site. Therefore it is hereby agreed that zP shall have no liability for any loss or corruption of any such data, and any Client hereby waives any right of action against zP arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. Any Client consents to receive electronic communications, and they agree that all agreements, notices, disclosures, and other communications we provide electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. ANY CLIENT HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. Any Client hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

These Terms and any policies or operating rules posted by zP on the Site or in respect to the Site constitute the entire agreement and the full understanding between us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. And we may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between any Client and zP as a result of these Terms or use of the Site.

Any Client hereby waives any and all defences they may have based upon the electronic form of these Terms; and hence the lack of specific signing by the parties hereto shall not in any way reduce or lessen any Client's obligations under these Terms.