

TERMS OF USE

PLEASE READ THIS AGREEMENT (“**AGREEMENT**”) CAREFULLY AS IT GOVERNS YOUR USE OF THE WEBSITE WWW.COMET.IO (“**WEBSITE**”). BY ACCEPTING THE “TERMS OF USE” OR BY ACCESSING THE WEBSITE AND/OR USING OUR ONLINE PROPERTY MANAGEMENT SERVICES (“**SERVICE**”) YOU ARE FORMING A CONTRACT AND AGREEING TO THE TERMS OF USE THAT APPEAR BELOW.

IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT AND THE TERMS OF USE SET OUT BELOW PLEASE STOP USING THE SERVICE.

WE WOULD ADVISE YOU TO PRINT OFF A COPY OF THESE TERMS OF USE FOR YOUR OWN RECORDS.

TERMS OF USE:

1. Provision of the Service

1.1 The Service is provided by Cosmic Beacon Limited (Company Registration Number: 548581) (“**Company**”) whose registered address is situated at 6 Trinity Street, Dublin 2, Ireland.

1.2 Definitions:

1.2.1 “**Landlord**” means the person or legal entity from time to time in whom the Landlord’s interest in a Lease or ownership of a building is vested or their appointed representatives;

1.2.2 “**Lease**” means any document entered into between a Tenant and a Landlord that provides a Tenant with rights of occupation within a building as granted by the Landlord.

1.2.3 “**Outgoings**” includes rates, taxes including VAT, duties levies, charges and other outgoings of any type but excludes any that are payable by the Landlord in respect of the receipt of Rent or other payment made by the Tenant under a Lease;

1.2.4 “**Tenant**” means the person or legal entity from time to time in whom the Tenant’s interest under a Lease is vested or their appointed representatives;

1.2.5 “**Term**” means the period of a Lease; and

1.2.6 “**Unit**” means a floor or part of a floor of a building that is capable of being let and occupied by a Tenant and that is suitable for residential or commercial or is a garage type space as will be defined under the Lease”;

1.2.7 “**You**” means a visitor to the Website, or a Tenant or a Landlord, whichever shall be applicable.

1.3 You acknowledge that You have provided the Company with accurate and complete registration information on subscription to the Service (“**Subscription**”) and that it is Your responsibility to update the Company with any changes to that information in ‘Your Comet Account’ section of the application.

1.4 During registration, You will create a password to access and use the Service. The Company will never know your password. You are responsible for keeping your password secure and safe and for all use of the Service by You or anyone authorised by You (together, “**Users**”). In addition, You are responsible for ensuring that all Users comply with the terms of this Agreement and all reasonable terms stated on the Website.

1.5 If You believe that there has been a breach of security such as the disclosure, theft or unauthorised use of Your password, You must notify the Company immediately by e-mailing info@comet.io.

1.6 If the Company reasonably believes that Your password or your name, email address or other credentials are being used in any way which is not permitted by this Agreement, the Company reserves the right to immediately suspend access rights on giving notice to You and to block access to Your password and your account until the issue has been resolved to the satisfaction of the Company.

1.7 The Company is continually seeking to improve the Service and the content that it provides on the Website (“**Content**”). The Company reserves the right, and at its sole discretion, and without notice or liability, to make changes to any part of the Service, provided that it does not materially reduce the functionality of the Website

1.9 The Company shall have the right, but not the obligation, to monitor the Content in order to determine

compliance with this Agreement and to remove and/or, refuse to post any material submitted to or posted on the Website.

- 1.10 The Company reserves the right to add, amend or vary the terms of this Agreement by publishing notice of such changes on the Website and the continued use of the Service will signify Your acceptance of such changes.
- 1.11 In the event of any conflict between any terms on the Website and the terms of this Agreement, this Agreement shall take priority. In the event of any conflict between what the English language version of this Agreement states and what any translation this Agreement states then the English version shall take priority.
- 1.12 You are entitled to post Your Content (as defined under clause 5.5. below) in relation to 3 Units only and without charge. To post Your content in relation to further Units, You will incur a charge at the rates and intervals set out under the Website and/or as negotiated with the Company.
- 1.13 Please note that the Company does not accept monies on behalf of any party relating to the leasing arrangement of any Unit, whether that be via a deposit, rent or Outgoings, and therefore such transactions must be conducted between the Landlord and the Tenant direct or through their respective agents.
- 1.14 In the event a Landlord “publishes” a Unit and a Tenant “accepts” that Unit in terms of showing an interest in renting that Unit, this does not mean that a legally binding agreement has been entered at that point, as the advertising of all Units on the Website are merely an invitation to treat (and therefore rent prices may be altered at any time by the Landlord in the event of a mistake etc) in order to enable the parties to move into negotiations which may or may not lead to them entering into a legally binding Lease or other such later arrangement on the specific (and normally written) agreement of the Landlord and the Tenant.

2. Licence and limited rights to use Content

- 2.1 The Company grants you a non-exclusive, non-transferable, non-assignable, revocable licence to use the Content subject to the terms and conditions of this Agreement.
- 2.2 The Content and all copyright, database rights, trade and service marks or names, patents, design rights and all other intellectual property rights, in each case whether registered or not, in the Content, the Service and the Website (“**Intellectual Property**”) belong to the Company or its licensors.
- 2.3 You may not (without the prior written consent of the Company):
 - 2.3.1 redistribute any of the Content or any of the other Intellectual Property (including by using it as part of any library, archive or similar service);
 - 2.3.2 use the Service on behalf of any other person or allow access to the Service to any other person using Your password;
 - 2.3.3 create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content or other Intellectual Property;
 - 2.3.4 except as expressly set out above, modify, reproduce or in any way commercially exploit any of the Content;
 - 2.3.5 attempt to download any part of the Website or Service, including any underlying software which You are not expressly entitled to access under this Agreement, nor attempt to reverse engineer, alter or edit any such item, nor to store it other than as necessary in the normal use of the Service; or
 - 2.3.6 use any of the Intellectual Property for any purpose not expressly or impliedly permitted by this Agreement.

4. Support

- 4.1 If You have support issues while using the Website, You may email the Company at support@comet.io at any time and the Company shall use its reasonable endeavors to respond back to You within Working Hours (as defined below).

- 4.2 The Company shall use its reasonable endeavors to investigate urgent problems on the same day as notification of the problem, and investigate non-urgent problems within 24 working hours of notification of the problem. "Working Hours" are 9am to 5pm GMT, Monday to Friday excluding public holidays.
- 4.3 In no event will the Company be required to correct a problem reported and the Company reserves the right to abandon attempts to fix a problem where the costs are likely to be excessive or the general benefits to You (in our sole and reasonable opinion) are likely to be negligible.

5. Warranties, Data Protection, Direct Marketing and Indemnity

- 5.1 The Company warrants that it will use all reasonable skill and care in making the Service available to You and in ensuring its availability during Your Subscription but it does not offer any guarantee that you will find a suitable Tenant or that as a Tenant, you will find a suitable Unit to rent. As per clause 6.1 below, the Company is a facilitator of Your Content only and introduces Tenants to Landlords and thereafter it is Your responsibility as either Tenant or a Landlord to deal with the transaction in a businesslike manner taking appropriate professional legal and other professional advice as appropriate.
- 5.2 Notwithstanding clause 5.1 above, there may be times when the Service is temporarily unavailable due to (inter alia) routine or emergency maintenance, upgrades, uploads of new material or Software improvements ("**Downtime**") as well as problems with the internet. The Company shall use its reasonable endeavors to minimise Downtime and any disruption to the Service wherever possible.
- 5.3 The Company makes no warranty that the Website is free from viruses or anything else that has contaminating and/or destructive properties.
- 5.4 All other express or implied warranties and any representations are excluded from this Agreement to the extent that they may be fully excluded as a matter of applicable law.
- 5.5 You warrant and represent that You are the owner or licensee of any content that You upload, record or otherwise transmit through the Services, including but not limited to photographs, plans, drawings, maps etc as applicable (collectively, "**Your Content**"). You warrant and represent that You shall not publish, post, upload, record or otherwise transmit Your Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violates any law or statute, (iii) is defamatory, unlawfully threatening or unlawfully harassing; (iv) is profane, indecent, obscene, harmful to minors or pornographic; (v) contains any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; or (vi) is materially false, misleading or inaccurate, for example, in describing the size, location, condition etc of a Unit.
- 5.6 You further warrant and represent that You will comply with all local and international rules, laws and regulations in connection with Your use of the Service. We would add that a Landlord has specific duties in some countries to comply with strict gas and electricity and fire regulations and we would strongly urge all Landlords to ensure that they are compliant with such laws and regulations and to ensure that they use certified tradespersons to install and maintain the same. Again, the Company is not responsible in any way in respect of the same and that is entirely the responsibility of the Landlord and/or its authorised agents. There are also laws in relation to tenancy arrangements and we would strongly advise Landlords to ensure that they are compliant with the same and to use a lawyer or other professional person to draft the Lease to ensure, a) legal compliance, and, b) not inadvertently give rights of residency to a Tenant that were not originally intended.
- 5.6 We respect your right to privacy - where personal information is submitted it will be used for the stated purpose and any reasonable incidental purposes such as marketing, administration and statistical purposes only. You agree to the use, storage and processing of such information for these purposes.
- 5.7 If the Company is required by a lawful authority to assist them with their inquiry or investigation then the Company will provide that lawful authority with the information that it may lawfully require. By Your acceptance of this Agreement, for the purposes of the Data Protection Act 1988 and 2003 You agree Your use of Your personal information for this purpose.
- 5.8 You agree to fully indemnify the Company against all claims, liabilities, costs and expenses (including but not limited to all legal fees) arising out of or related to any breach of this Agreement or Your use of the Service.

6. Limitation of liability

- 6.1 The Company is a facilitator of the Content only and is never involved in the actual transaction between the Tenant and the Landlord and as such has no control over the Units, the description of the same, rent collected or in relation to any Outgoings, repair and/or maintenance – these are matters that are strictly within the control of the Landlord and the Tenant or their respective representatives.
- 6.2 The Company makes no representations about the accuracy of any Unit descriptions posted on the Website by the Landlord or, that if a Tenant enters into a Lease that the Tenants can or will pay their rent or that the property transaction will be satisfactorily completed, and therefore You fully agree that the use of the Website is entirely at Your own risk.
- 6.3 As a user of the Website, it is entirely Your responsibility to establish the accuracy of any description of a Unit or the authenticity of a Landlord or a Tenant and their ability to pay any rent that may be charged by the Landlord to the Tenant or to provide the Unit as described. We would always advise that Tenants and Landlords should always advice of professionals as appropriate in putting forward an appropriate and legally binding Lease for signature by the Tenant and the Landlord. We would also advise that Tenants and Landlords fully perform additional due diligence and before entering into a Lease such as the taking of third party references, payment of rent arrangements, undertaking company searches or credit references on individuals, arrangement for the payment of Outgoings etc in relation to the renting out of a Unit.
- 6.4 You agree that Your exclusive remedy against the Company shall be limited to a refund of an amount equivalent to the fees paid by you in respect of the Services provided in the previous 12 months.
- 6.3 The Company shall not be liable in any case whether in contract, tort (including negligence) or otherwise, for:
- 6.3.1 any indirect, consequential or special loss or damage whatsoever;
 - 6.3.2 any loss of profit, loss of anticipated savings, loss of business, loss of goodwill, loss of data or other such financial or business loss or damage; or
 - 6.3.3 any other loss or damage in an amount exceeding the fees paid by You preceding the date on which such liability arose.
- 6.3 The Company's liability will not be limited in the case of death or personal injury caused by the Company's negligence.

7. Confidentiality

Each party agrees not to disclose to any other person, or use other than for the performance of this Agreement any confidential information of the other party. This clause shall not apply to the extent that the other party's confidential information is in the public domain or is required to be disclosed by law or a competent authority.

8. Notices

All notices shall be given to the Company via e-mail at info@comet.io or by post to the Company's address as set out in clause 1.1 of this Agreement, or to You at either the e-mail or postal address You provide in Your registration information.

9. Dispute Resolution

Should there be any dispute arising out of this Agreement the parties shall use every effort to agree it informally, however, if that fails to resolve the matter then on the written request of any party it can be referred to an independent mediator, the identity of whom shall be agreed between the parties. In the event the mediator cannot be agreed by the parties within 14 days of one party's written request to appoint a mediator, the Dublin office of the International Centre for Dispute ("ICDR") Resolution shall appoint a single independent mediator in accordance with the rules of the ICDR. The costs of the mediation shall be shared equally and the place of conduct of the mediation shall be Dublin, Ireland. In the event that within a period of 30 days of the appointment of a mediator, the mediator is unable to resolve the dispute, the parties may submit the matter to the exclusive jurisdiction of the Irish Courts.

10. Termination

- 10.1 This Agreement and Your access to the Service may be terminated by the Company and without notice if You do not pay the fees due for using the Service when they fall due.
- 10.2 This Agreement can also be terminated by the Company on 5 days notice if (in the sole and reasonable opinion of the Company) You are in material breach of this Agreement and the breach is not remedied within the period of 5 days after written notice of the breach has been given to You.
- 10.3 Either party may terminate this Agreement by giving to the other 5 days written notice if the other suffers an event of insolvency, including, but not limited to an inability to pay its debts as they fall due, bankruptcy, administration, receivership, liquidation, winding up, creditors' arrangement or ceasing to do business, or any similar or analogous event in any jurisdiction.
- 10.4 If the Company reasonably believes that You are in breach of this Agreement for any reason or that it suspects that You are in breach of this Agreement it may suspend Your access to the Service immediately and without notice whilst it carries out a review of the breach of suspected breach and the Company's ultimate decision on the matter shall be final.
- 10.5 You may terminate this Agreement at any time and by the provision of at least 30 days written notice, sent by email to info@comet.io. Termination means that You will no longer continue to use the Comet service. You will no longer be invoiced for monthly services, your access to Comet will be terminated. You may reinstate your Comet account at any time by payment of outstanding invoices and service fees due from the time of termination to the current date. Your data will remain for twelve months from termination date or twelve months from date of last unpaid invoice. You accept that there will be no refunds.

11. General

- 11.1 The Company may transfer and/or assign its rights and/or obligations under this Agreement - this will not affect Your rights under this Agreement.
- 11.2 No failure or delay on the part of the Company relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any proceeding or succeeding breach by the other party to this Agreement.
- 11.3 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforcement of the remainder of this Agreement.
- 11.4 The Company shall be under no liability to You in respect of anything, which notwithstanding this provision, may constitute a breach of this Agreement, arising by reason of force majeure which includes third party telecommunications failures.
- 11.5 This Agreement contains the full and complete understanding between the parties and supersedes and replaces all prior arrangements, terms, representations and understandings whether written or oral relating to the subject matter of this Agreement.
- 11.6 This Agreement, and any disputes arising out of it, shall be governed by and construed in accordance with the laws of Ireland and be subject to the exclusive jurisdiction of the Irish courts.