

MoveBotler - Additional Terms

These additional terms and conditions ("**Additional Terms**") are applicable to SweepBright (the "**Supplier**") *MoveBotler* module available here (the "**Module**"), together with the [General Terms and Conditions of Service](#) (the "**GTCS**") and the SweepBright [Terms of Use](#) and [Privacy Policy](#) (collectively the "**Agreement**").

ACTIVATION OF MOVEBOTLER AS AN ADDITIONAL SERVICE

By requesting the activation of the Module through the Customer Account or by using the Module, you (the Customer) accept that such request and/or use is subject to the Agreement, including but not limited to the limitations of liability provisions.

All defined terms used in these Additional Terms shall have the meaning set forth in the GTCS.

The Module constitutes an Additional Service provided to the Customer to enable the Customer to generate Leads (as defined below) on the basis of email opt-ins of Customer's contacts (buyers and/or lessees) obtained through a dedicated form (the template of which is provided by the Supplier).

Such dedicated form enables Customer's contacts (buyers and/or lessees) to opt-in to receive marketing communications by email from the Customer in relation to selected categories of products and/or services provided by Supplier's partners that are relevant when moving to a new place (currently, the following categories of products/services are proposed: Insurance, Telecoms, Utilities, Decoration, Refurbishment and Moving; the Customer acknowledges that the list of categories may be amended from time to time, subject to prior notification to the Customer). Such emails will include hyperlinks to the Supplier's Partners relevant webpages where an offer can be requested.

PRECEDENCE

In the event of a conflict between these Additional Terms and the GTCS, if any, the conflict shall be solved according to the following priority order: (a) Additional Terms, (b) GTCS. For the purpose of the foregoing, an omission shall not of itself be considered to give rise to any conflict or inconsistency.

LICENSE

Subject to the terms and conditions of the Agreement, the Supplier grants to the Customer a non-exclusive, personal, non-transferable, revocable right and license to use the Module and associated services which will enable the Module and associated services to interface and work with the Services, as long as the Module is made available by the Supplier and solely for the Customer's internal business operations (the "**License**").

USE RESTRICTIONS

The Module is licensed to the Customer for internal business operations only. The Customer acknowledges that the scope of the License granted does not permit the Customer (and the Customer may not allow any third party) to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Module by any means whatsoever, or disclose any of the foregoing; or (ii) sublicense, distribute, sell, lend, rent, lease or grant any rights in or to all or any portion of the Module.

The Customer must comply with all restrictions and terms set forth in the Agreement, including the payment of Subscription Fees. If the Supplier believes, in its sole discretion, that the Customer violated or attempted to violate any term, condition or the spirit of the Agreement, the Supplier may temporarily or permanently revoke the License and the corresponding Additional Service. The License shall be automatically revoked if the Customer unsubscribes from all User Subscriptions.

PERSONAL DATA

The use of the Module involves the processing of Data (as defined in the GTCS) collected in the form, including: the anticipated moving period, the date and time of the opt-in, the date and time of any opt-out.

The Customer acknowledges that it is acting as the Data Controller and warrants to the Supplier that the Data were collected in compliance with the Data Protection Legislation and that it is entitled under the Data Protection Legislation to (i) permit the Supplier to process the Data in accordance with the GTCS and (ii) send relevant marketing communications to the Customer’s contacts by email. The Customer is responsible to transmit any withdrawal of consent for email marketing (opt-out) of a data subject and hereby instructs the Supplier to implement all opt-outs within 24 hours of receipt by the Supplier.

By using the Module, the Customer instructs the Supplier to process the Data in order to convey the relevant partners’ email marketing communications to the Customer’s contacts who opted-in for such communications.

FINANCIAL TERMS

Customer Remuneration

For the purposes of these Additional Terms:

- **“Lead”** means an active request for an offer on the Supplier’s partner’s website from a Customer’s contact generated through the Module’s email flow;
- **“Transaction”** means the conclusion of a sale or rent of a property by the Customer during the Reference Period through the Services; and
- **“Reference Period”** means the period of one (1) year starting from the date of activation of the Module, and each subsequent year starting on the anniversary date of such activation.

For each Lead generated during the Reference Period, the Customer will be entitled to payment by the Supplier of a one-time fee as specified in the table below, depending on the number of Transactions of the Customer during the Reference Period:

<i>Fees per Lead (in EUR, excl. VAT)</i>	<i>Number of Transactions</i>
15	From 1 to 500 Transactions
20	From 501 to 5.000 Transactions
25	From 5.001 Transactions

The Customer acknowledges that the above fees may be amended from time to time, subject to prior notification to the Customer.

Invoicing and Payment

The Supplier undertakes to pay the fees specified in table above on the basis of the Leads generated during each month of the Reference Period. The Customer may invoice the Supplier on a monthly basis, provided that the aggregate amount owed to the Customer is equal to or greater than one hundred euros (€ 100) or the equivalent in other applicable currency. The Customer shall invoice the Supplier on the basis of the automatic calculation made by the Supplier’s and its partner’s systems and logs in relation to the actual number of Leads and Transactions.

Invoices shall be sent to the Supplier via the Supplier’s system.

Upon receipt of a valid invoice from the Customer, the Supplier shall pay the invoiced amounts within thirty (30) days.

For the avoidance of doubts, the Customer cannot set-off any fees due under these Additional Terms with the Subscription Fees or other fees due to the Supplier.

DE-ACTIVATION OF MOVEBOTLER

The Customer may de-activate the Module at any time through the Customer Account.

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