

The Only Off Market platform and its owners (hereafter OOM, us, our, we) and the user wishing to access our services (hereafter members, member, buyer, seller, intermediary, user, you, your) are agreeing to a set of terms and conditions as laid out below.

It is hereby understood and accepted that Only Off Market is a subscription based, members only, online resource that brings buyers, sellers and authorised intermediaries together through a shared interest in sourcing or selling off market products in any given region where we provide services. It is also hereby understood and accepted that the only way to access any information on Only Off Market is by being a registered member of Only Off Market.

Only Off Market is a commercial platform and should only be joined if you agree to be treated as a commercial business with commercial interests. Any individual /member of the public or public body of any description that subscribes to this platform understands and accepts they will, without exception, be subject to and abide by these commercial terms and conditions as though they were a commercial business with commercial interests; any member who does not at any time accept that they are a commercial entity with commercial interests will without exception, remove themselves or be removed from the Only Off Market Platform without notice or refund. This platform should not be joined if you are a member of the public and/or not a business. Any information added by you when registering or content added to our platform will be identified and used as commercial business information and shall be treated as the publicly available information of your commercial business.

These terms and conditions are effective from March 25th 2019 and may be updated at any time, any and all updates will be displayed on this page so please revisit this page regularly to ensure you are aware of the latest Terms and Conditions at all times.

These terms and conditions as of the effective date displayed, override any contrary terms or conditions published by us or anyone else at any time in relation to Only Off Market, its owners, our services, memberships, membership subscriptions, fees, competitions or any other information or services provided by us.

By registering on or using Only Off Market, you are agreeing to be legally bound by these terms and conditions, which shall take effect upon your first use of this website and shall continue until your membership expires and has not been renewed within 90-days. If you do not agree to be legally bound by all of these Terms and Conditions, please do not access and/or use our service. Unauthorised or public use is strictly prohibited and protected against.

Principles for processing data

Article 5 of the GDPR contains six main principles by which any and all personal data must be processed. Only Off Market use these principles as our own company policy when it comes to processing any and all personal data within the Only Off Market environment.

These Principles are;

- **Lawfulness, fairness, and transparency:**
We only process personal data in a way that users would reasonably expect, we are always open about any personal data we collect, the reason we collect it, what it is used for and our data protection practices.
- **Purpose Limitations:**
We only process your personal data for the specific reason it was collected, we are open and clear about what we collect and why we collect it.
- **Data Minimisation:**
We do not process any more personal data than is absolutely necessary in order to deliver our service and this personal data is never shared outside of our business.

- **Accuracy:**
Any personal data that we may hold is as accurate as we can make it, you have access to any and all personal data that we hold about you and you can edit this data at any time.
- **Storage Limitations:**
Only Off Market do not store any personal data longer than is absolutely necessary and when you leave our service any and all personal data that relates to your account is automatically deleted and purged from our entire system.
- **Integrity and Confidentiality:**
Any personal information that we may hold at any time is processed and stored securely and is never exported into any physical format at any time.

Your privacy and security is of the utmost importance to us. We will always follow these principles and have enshrined them within our terms and conditions of business. The Information Commissioner regulates compliance with GDPR and our systems have been designed around these very principles of compliance.

DPA, GDPR, FTC, CAN-SPAM, PDPA & HIPAA

Only Off Market and its owners, wherever necessary, required by law and clearly outlined and identified as a legislative requirement for the processing and management of PII (personally Identifiable Information) are committed to working towards compliance with all regulations relating to your right of privacy, the right of removal and the right of protection with regards to your PII as a citizen in any country or state where we operate our services in any given jurisdiction.

Personally identifiable information (PII), or **sensitive personal information (SPI)**, as used in **information** security and privacy laws, is **information** that can be used on its own or with other **information** to identify, contact, or locate a single person, citizen or to identify an individual in context.

It is important to note and we want to be clear that **Only Off Market is strictly a commercial business platform** and as such you are hereby agreeing without exception, that any information that you add during registration or whilst using our platform is and shall continue to be deemed and treated as **commercial business information (CBI)** and you understand that any information you add to our platform can and will be held or used on our platform as the publicly available **commercial business information (CBI)** of your commercial business.

As a commercial business platform with a specific business purpose, Only Off Market make every effort to reduce the amount of information we request from you, we do not ask you for any **personally identifiable information (PII)**, that would be considered outside of the required information to deliver our service or the publicly available information of your commercial business. Only Off Market does not at any time display or provide access to any email addresses and we have been clear that any information that you provide is to be deemed and treated by any parties as publicly available **commercial business information (CBI)**.

We are committed to the principles and objectives of the regulations protecting PII and a part of this commitment is to be clear and concise about exactly what we do with the information you provide, why it is required, your rights to view, change or remove any information you have provided and how we protect that information, even when it is not PII.

We ask this information in registration, and it is used for;

- **User Type** - To identify user type to provide the right services.
- **Name** - To provide an identity that is never displayed or shared at any time
- **Username** - To provide secure user login.
- **Email Address** - To receive activation codes, verification, notifications and communications.
- **Password** - To protect your secure login.

We ask this information from the seller when adding products, and it is used for;

- **Owner or Agent** - To identify if you are the owner or an agent for the owner.
- **Upload Proofs** - To identify that the party has the authority to sell.
- **Product Documents** - To provide publicly available product information once buyer is verified.
- **Product Name** - To identify the product for search personal and admin secure search.
- **Product Type** - To identify the category of the product for secure search.
- **Country** - To identify the country location of the product for secure search.
- **Area** - To identify the general area of the product for secure search.
- **Value** - To identify current value of the product for search.
- **Sale Price** - To identify the price of the product for search.
- **Currency** - To identify the currency of the price for search.
- **Post Date** - To identify the live date of the product for search.
- **Description** - Short description of the product for teaser text.

We ask this information from the buyer when making an offer, and it is used for;

- **Authority** - To identify where in the buying chain a party is.
- **Country** - To identify the country location of the potential buyer or agent.
- **Upload Proofs** - To identify that the party has the authority and ability to buy.
- **Make an offer** - To provide a price of offer for the product.
- **Currency** - To identify the currency of the offer.

We ask this information of both parties when an offer is accepted, and it is used for;

- **Lawyer Name** - To identify the legal representative of the party.
- **Lawyer Company** - To identify company of the legal representative of the party.
- **Lawyer Role** - To identify the role of the legal representative in the firm.
- **Country** - To identify the country of the law firm.
- **Lawyer Email** - To identify where the other lawyers' details are to be sent.
- **Lawyer Phone** - To identify the contact number of the lawyer at the firm.

The details of both parties' legal representatives are automatically sent to one another's legal representatives for the legal representatives to manage the completion of any sale against offer, this is a legal requirement of our service and as such all parties give their full explicit consent and have obtained the same said consent from their legal representatives for the automatic exchange of legal representatives details upon offer acceptance.

We also keep an historic record of the following;

- **Last time logged in** - To identify and manage resource use.
- **Number of offers made** - To identify the number of offers against which products.
- **Number of offers accepted** - To identify the total number offers accepted in the process.
- **Number of products added** - To identify the number of products on our system.
- **Cumulative value of products added** - To identify the total value of products across the entire platform.
- **Cumulative value of fees paid** - To identify the fees against product sales.
- **Number of views** - To identify the number of views a member's product has received.
- **Top Referrals** - To identify performing referral programmes.

The above records are also used to display your own recent activity on the system.

By registering on or using the Only Off Market platform you are hereby providing your explicit consent for us to use and process any of the information you provide when you register on and use our platform and you hereby agree that any and all such information is to be classed and treated as your publicly available **commercial business information (CBI)**,

Only Off Market is a private members only platform and as such none of the information or content that you provide or add to Only Off Market is available in a public environment, your registration details can only be viewed by you and your product information can only be viewed by potential buyers who are also registered, logged in, buyer members on our platform.

Internally (once logged in), Only Off Market does not display or provide access to any member email addresses, passwords or usernames, such is kept purely as a requirement in creating and securing your membership account as well as internal communications from the platform to you.

As a part of our registration process you will be required to tick a box accepting these terms and conditions and in doing so you are giving your explicit consent for Only Off Market to process and manage the information that you provide to our service before you can proceed through the registration process.

Information Collected via Technology

- **Information collected by our website:**
To make our website more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including your browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit.
- **Log files:**
Like most websites, we gather certain information automatically and store it in log files. This information includes IP addresses, browser type Internet service Provider ("**ISP**"), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information to analyse trends, administer the website, track users' movements around the website, and better tailor our website to users' needs. For example, some of the information may be collected so that when you visit the website, it will recognize you, and the information could then be used to process your login faster. Except as noted in this Privacy Policy, we do not link this automatically-collected data to Personal Data.

- **Cookies:**

We also use cookies and URL information to gather information regarding the date and time of your visit and the information for which you searched and which you viewed. “**Cookies**” are small pieces of information that a website sends to your computer’s hard drive while you are viewing a web site. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our website. Persistent Cookies can be removed by following your Internet browser help file directions.

- **Google analytics:**

We do not currently use Google Analytics but may do in the future so in an effort to remain transparent we have outlined what they are for here. Google Analytics collects information anonymously and reports website trends without identifying individual visitors. Analytics uses its own cookie to track visitor interactions. Website owners can view a variety of reports about how visitors interact with their website, so they can improve their website and how people find it. Please see the following links for more information about Google Analytics:

<http://www.google.com/privacy.html> and <http://www.google.com/analytics/tos.html>.

Membership Period, Benefit & Removal

Membership of Only Off Market is a 12-month membership providing access to the Only Off Market platform using your selected membership type. If at the end of the 12-month membership period you have not renewed your membership, your entire membership record will automatically terminate and all of your information, content, connections and access rights will be automatically deleted from our systems permanently (we delete everything so this is none recoverable).

In order to continue using our service, you must renew your membership package before the end of your 12-month membership. **Once removed, we cannot reinstate your information or products as it has been automatically and permanently erased from our systems.** (This automatic deletion of all related information ensures your right to be forgotten on the Only Off Market platform). The benefit provided by our service comes from being able to access the Only Off Market platform as your chosen membership type, once registration is complete you are a member at which point you have also been provided the full and complete benefit of your subscription.

The Membership Contract

All members must join Only Off Market via the online member registration form provided and provide all of the required information in the subscription form. You will then receive a confirmation email to the email address you used to register, once your registration process is complete. A contract is formed at the point we send the email notification of registration and activation link to the email address you provided in your registration.

When you complete your online registration on Only Off Market, you are making a contract with us as a specific membership type for the agreed period of your chosen membership level and you are entering into a 12-month agreement with our company. Your membership is for specific access to our platform for a specific period only. When you register you are automatically agreeing to these terms and conditions as a part of that contract.

When you register your membership on Only Off Market, you are providing Only Off Market and its owners with the appropriate explicit consent in your country to handle, process and manage any information you provide on our platform at any time in accordance with the regulatory requirements in your country relating to the way personally identifiable information (PII) is handled, managed or processed in that jurisdiction. You are also agreeing that any information that you do provide is actually the publicly available information of your commercial business and as such is already available in the public domain relating to your commercial business information (CBI).

Any and all information or content added or uploaded by a member of Only Off Market must be validated, genuine and authorised content without exception and must be refreshed every 30-days to ensure that the products being offered are and remain current, if a product is not refreshed, it will be suspended or removed after 60-days. Any content that is found to be fabricated, forged or fraudulent in any way, shall be placed into a secure folder as evidence and the account of the member in question shall be suspended without refund, pending a full investigation by Only Off Market. Should the full investigation show that there are grounds for fraud, forgery, or any other illegal or illicit acts, only Off Market reserves the right to inform and involve the registered owners of the product involved and or principles of any fund or buyer and to also where ever possible, report this matter to any and all relevant authorities for investigation and where ever possible prosecution of the said offenders committing such an offence and then remove the said offender from our system without refund. Should any investigation prove to be unfounded, any and all time lost by a member due to any suspension shall be added on to that members membership without exception.

Only Off Market operate a member credibility rating which is visible to other members; this rating directly reflects your activity on our platform and is produced through your actions and metrics whilst using Only Off Market, it is the responsibility of every member to maintain a credibility level above 10, the credibility rating can go up to 1000 but 10 is the minimum you will be expected to maintain. Any membership dropping below this minimum number will be investigated as to the way the platform is being used and the purpose of the member using the platform. Failure to maintain the minimum credibility rating brings into question the credibility or integrity of the member and as such the credibility and integrity of the platform, therefore failure to maintain the minimum credibility rating will result in your membership being suspended whilst

we investigate the reasons behind this score and termination of your membership without recourse or refund if this issue is not resolved within 30-days.

It is the responsibility of every member of Only Off Market to maintain the integrity of the information they provide.

Only Off Market reserves the right to suspend any account at any time for any reason to protect the integrity of our platform and the content upon it. Any decision to suspend an account at any time is at the sole discretion of Only Off Market and its owners without exception.

The Only Off Market platform has been designed to deliver access to clean, genuine and honest off market opportunities between genuine buyers, sellers and their direct intermediaries, you therefore understand and accept that in order to be able to add opportunities or make any offers against any opportunities on Only Off Market, you will be required to upload certain proof documents that can only be obtained by genuinely authorised parties. The required documents provide proof that you have the authority and ability to add an opportunity or to proceed to an offer, introduction or completion. Failure to obtain or upload these required documents will negatively affect your credibility rating and means that you will not be able to progress any further on our system until these documents are obtained and uploaded.

Once the required documents are uploaded, they will be checked, verified and approved by our legal team and once approved the platform will provide access to additional areas of our service which enable you to proceed. Any and all proof documents that have been uploaded will be placed by our system into a secure encrypted folder that only our legal team can access with a decryption key; once a transaction is completed, excluded or offer rescinded, this folder and its contents will automatically and permanently be deleted and purged from our system.

It is understood and accepted that Only Off Market is not responsible for a members ability or inability to obtain the required documentation needed to proceed with an opportunity on our platform, membership of Only Off Market provides the ability for a member to login, access and use our platform and it is agreed that this is the total expectation of a party joining Only Off Market as a member. It is hereby understood and accepted that the ability to proceed with any opportunity on Only Off Market requires the documented proof that you are in a genuine position of authority and have the ability to proceed to an introduction or a completion. The required documentation does not and shall not commit any party to complete on any transaction, the documents are purely required as proof of your authority and ability to proceed.

All products, content and uploaded documents are added onto the Only Off Market platform by other members of the platform and therefore it is agreed that Only Off Market are not at any time the providers or owners of any products or opportunities in any way, Only Off Market is simply an introductory service providing access to authorised third party content and as such will not be responsible to you or any party at any time for any errors, omissions or any misleading information to the maximum extent permitted by applicable law whether expressed by statute or otherwise.

Only Off Market are not liable to you or anyone under any circumstances for any loss or damage arising from the use of or reliance on any information found upon this platform in any jurisdiction for any reason, it is the sole responsibility of each member to perform their own checks and due diligence with relation to any product, purchaser, seller or member before committing to any form of transaction and as such you agree to indemnify and hold us fully indemnified against any liability whatsoever relating to your use or the content of this website.

Only Off Market charges a set subscription fee for the delivery of its services, whilst members may have their own fee on completion agreements with their clients, it is against our terms and conditions for members to charge their clients any additional listing fees for adding their products onto our service. Anyone found charging additional listing fees will be removed from Only Off Market without further notice. Only Off Market reserves the right to inform all parties if it is discovered that such fees are being charged.

There is not and shall not at any time be a provision for written or verbal registration to Only Off Market, we do not at any time accept, transfer or export any data into any physical form and we therefore can never transport or export any physical data to any party. The only data or information we hold about you is the registration data and or content that you have added to our system yourself, you have the ability to view, access, edit, change or remove any or all of this data at any time by logging into your member account and updating or deleting your profile.

Once your profile is deleted, we cannot reinstate your information as it has automatically been permanently erased and purged from our systems.

Application, renewal & removal of membership

Membership of Only Off Market is for an agreed set period and requires an annual renewal to continue the use of our platform beyond your initial 12-months; your paid subscription to Only Off Market shall terminate automatically on the anniversary of your registration or until cancelled by you; members are responsible for managing their membership, the content that they add and maintaining the integrity of Only Off Market.

Members may leave Only Off Market at any time but the membership shall continue to run for the entire agreed period of their selected membership, after which, if the membership is not renewed, the membership will be automatically cancelled by our system and all member details, connections and content automatically removed / deleted from the Only Off Market systems and databases. We do not hold any data beyond the point of termination, so we will not be able to recover any information if you change your mind after the point of termination. This is an automated process and has been built to

protect the integrity of the data we hold by design and to ensure your right of removal (also known as your right to be forgotten) is fully protected.

You agree that failure to adhere to these terms and conditions, any formal complaints, or any action which could bring into disrepute the standing or reputation of Only Off Market, the operation, or our members may result in a review of membership, suspension of membership or immediate removal of membership without recourse. This includes providing any false or misleading information when completing the registration form or altering or adding any misleading data or content to our system.

We reiterate that; any and all information or content added or uploaded by a member of Only Off Market must be validated, genuine and authorised content without exception, any content that is found to be fabricated, forged or fraudulent in any way, shall be placed into a secure folder as evidence and the account of the member in question shall be suspended without refund, pending a full investigation by Only Off Market. Should the full investigation show that there are grounds for fraud, forgery, or any other illegal or illicit acts, only Off Market reserves the right to inform and involve the registered owners of the product involved and or principles of any fund or buyer and to also where ever possible, report this matter to any and all relevant authorities for investigation and where ever possible prosecution of the said offenders committing such an offence and then remove the said offender from our system without refund. Should any investigation prove to be unfounded, any and all time lost by a member due to any suspension shall be added on to that members membership without exception.

All Only Off Market memberships come with a credibility rating, this is created based upon the actions you take using our platform and your activity on the platform with relation to opportunities, in order to remain a member of Only Off Market you must maintain a higher credibility level that 10/100, dropping below this will lead to your account being suspended whilst we establish why your rating is so low; if your credibility rating falls to 0/100 or below, your membership will be deleted from our platform without further notice or refund.

Only Off Market reserves the right to remove, suspend or delete any member for any reason at any time without recourse or refund and any outstanding fees will be paid by you until the end of your agreement or agreed period with us. Any such decision taken will be at the sole discretion of Only Off Market, its owners and its providers without exception.

Visibility

Only Off Market is a private members platform, no member information or content is available in a public environment. In the event that a member shares their information or content in a public environment any protections afforded to this content shall become null and void. The only place to view content on the Only Off Market platform is as a member within the Only Off Market platform.

Data protection, data use & right to access

As a private members platform, Only Off Market holds the information you provide on our systems and dedicated servers, some of this information may be personal identifiable information (PII) about you as an individual citizen in any country, the only data we do hold is the agreed data you provide to us when you subscribe to Only Off Market and the content that you add. As a member of Only Off Market, the data you provide will be used for creating your member account, providing access to the platform, providing permissions for you to posting off-market opportunities, search for off-market opportunities, view off-market opportunities and follow the set processes, internal notifications from Only Off Market to our members, statistical and analytical purposes within Only Off Market only and to administer your membership.

Only Off Market is committed to protecting the privacy of the information you provide on our systems and developing technology that gives you the most powerful and safe online experience that we can offer. We have a number of security safeguards in place both on our dedicated servers and on this individual platform to protect against any forms of digital intrusion. This includes but is not limited to; CSFR, SQLi, MUA, RFI, DFI and upload Shield Attacks, Admin query string, tmpl, Spammer attacks, forced injection attacks, login failure and directory attacks to name but a few. We cannot go into detail about the security systems we operate as this could harm the integrity of the security in our systems by informing undesirable elements in a public environment about the systems they may be trying to work around.

We never produce hard copies, exports or posts of our databases and they are never transferred, used from or kept on any form of portable device, in order to eradicate any and all forms of physical intervention pertaining to the data on our system, no data is ever removed from our systems unless deleted and purged. You have live access to all of the data we hold on your account, you can access this by logging into your account and selecting edit your profile, this will enable you to view, edit or delete any information in a live environment. If you want a hard copy of your data, we do not produce or hold any hard copies, you will need to request a hard copy intervention and as such waive any protections that we currently provide, this process is covered further down in our terms.

Only Off Market is a private, members only platform that is not and cannot be accessed, opened or viewed by anyone who is not a registered, logged in, fully subscribed member of Only Off Market, so as a paid subscription member, your data is never visible in any public domain or available to any unauthorised person when it is within and kept solely within Only Off Market.

Only Off Market also use the information we collect during registration to protect against credit card fraud. Only Off Market only use secure, branded and trusted payment gateway providers to manage our subscription transactions and any transactions carried out comes under the policies of the payment providers used.

By registering on or using Only Off Market, you give your explicit consent to the collection, use, management and processing of the information you provide by Only Off Market. If we decide to change our privacy policy at any time, we will post those changes on this page and notify all members of Only Off Market, internally so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

All communications will be directly from Only Off Market without exception, we do not pass data of any kind to any third party at any time and for any reason, the data we collect never actually leaves our server or systems at any time. Any data provided is exclusively for the use of Only Off Market unless outlined and agreed to in these terms and conditions for the performance of the platform's role, such as the exchange of lawyers details upon accepted offers.

All actions from registration, through to posting content is logged, time and date stamped. This is also the case for every time you log into and out of the platform, this enables us to ensure when posts are made and placed on the system in the right chronological order, these statistics are also used internally for analytical purposes and measuring peak flows on our resources.

If you want a printed copy of the information we hold, we would need to run a specific export of your information into a physical format for you and the request would need to be made officially via our contact form. Please note that you will be charged a fee of £20 for this service and all exports will be in the form of a CSV (the most popular electronical transmissible data format). Once your information is in a physical form and sent to you, we are no longer responsible for this data in this form. You will be asked to provide proof of your identity and to sign a waiver that you no longer wish your data to be protected by Only Off Market or you can login to your account at any time to see any and all of your data for free.

If you believe that any of the information we hold concerning your membership is incorrect or out of date or is in any way personally identifiable information that you do not or did not provide, please visit the website, log into Only Off Market and update or remove your details directly in the edit my details area of the platform, keeping your information up to date and only supplying information that is required is a requirement of being a member of Only Off Market.

Data protection via the website

Even when the latest data encryption is used, the security of information transmitted via the internet cannot be guaranteed. We use the latest SSL technology as well as secure server firewalls and individual platform firewalls and security systems to protect both our service and the information you place upon it. Any losses incurred or sustained by users who transmit information by electronic means shall be borne solely and exclusively by such user and in no event, shall any such losses in whole or in part be borne by Only Off Market or its owners.

Only Off Market have completed a number of large scale risk assessments on our platform and have developed a standalone platform in a secure environment that we test, attack and attempt to bypass security on a regular basis, this test platform is identical in every way to our live platform and enables us to probe for any weaknesses on an ongoing basis.

In the unlikely event of a data breach, our systems are designed to automatically detect the attempt, raise an alarm with our administrative team and shut down the entire server immediately; we then analyse the attempted breach, identify if there was indeed a breach and take any required actions to notify the correct authorities within 24-hours of the alarm.

We neither take, nor hold, any financial transaction data, all transactions are made on secure, known payment gateways through the Terms and Conditions provided by the payment gateway providers directly.

Only Off Market is committed to protecting the privacy of the information you provide on our systems and developing technology that gives you the most powerful and safe online experience that we can provide. We have a number of security safeguards in place both on our servers and individual platform to protect against any forms of digital intrusion and we never produce hard copies of our databases in order to eradicate any and all forms of physical intervention pertaining to the data we hold.

Only Off Market is not a data mining organisation and does not sell, trade or rent any personal information to others at any time, we simply use the information we collect on our site to enhance your experience and to operate our platform.

Only Off Market reserves the right to access and disclose any individually identifiable information to comply with applicable laws and lawful government requests, to identify and eradicate fraudulent activity, to operate its systems properly or to protect itself or its users.

Expectation of Privacy

As a member of a private platform you understand and agree that it is expected that other members of the platform will be able to see the opportunities you post including any additional opportunity content, the offers you make against any opportunity and any other opportunity specific information in order to decide if they wish to progress with any given opportunity; this means that any information or content that you add to Only Off Market, apart from your email address,

name, username, proofs, password and contact numbers will be visible to other members on the platform and you accept that this is fully within your expectation of privacy without exception.

If you are a member of any other off market facility or have posted your opportunity with brokers other than Only Off Market and you have posted the same information on that service or with other parties you agree and accept that the duplicate information that you place on Only Off Market is already in the public domain and is therefore not protected or private, even if it is PII.

By the nature of our business the opportunity content you provide has to be visible to the other members of Only Off Market in order for the service to function; to this end you agree and accept that your expectation of privacy is no more than would be expected from a private brokerage and you are giving Only Off Market and its owners your explicit consent for Only Off Market and its owners to process, manage and make available this information to the members of Only Off Market via the Only Off Market platform.

Any and all information added to Only Off market will be protected and managed as laid out in this document and as covered. Your information will never be provided to any third-party organisation or put into any physical medium, you will also have the ability to login and edit, change or remove any information you add at any time.

If you do not want your opportunities to be visible to members of Only Off Market, then please do not join the platform as this visibility is a fundamental part of the function and operations of Only Off Market and is required for any form of business to take place.

Do Not Track

Do Not Track is a privacy preference that can be configured in certain web browsers (the "DNT Feature"). The DNT Feature, when enabled on a web browser, signals the websites you visit that you do not want certain information about your visit collected. The Internet industry is in the process of defining how to interpret signals sent by the DNT Feature, and Only Off Market does not currently respond to, or recognise, DNT Feature signals.

Accuracy of information & liabilities.

Only Off Market makes every effort to ensure that the information we provide on our website is accurate. However, we cannot guarantee that the information added by either yourself, our members or our suppliers is correct at the time of reading it and accept no liability for any information given via this website. As a member of Only Off Market, you acknowledge and accept that Only Off Market cannot and has not checked the accuracy of any information provided by its members and you accept that the information listings may include errors.

All products, content and uploaded documents are added onto the Only Off Market platform by other members of the platform and therefore it is agreed that Only Off Market are not at any time the providers or owners of any products in any way, Only Off Market is simply an introductory service providing access to third party content and as such will not be responsible to you or any party at any time for any errors, omissions or any misleading information to the maximum extent permitted by applicable law whether expressed by statute or otherwise.

Only Off Market are not liable to you or anyone under any circumstances for any loss or damage arising from the use of or reliance on any information found upon this platform in any jurisdiction for any reason, it is the sole responsibility of each member to perform their own checks and due diligence with relation to any product, purchaser, seller or member before committing to any form of transaction and as such you agree to indemnify and hold us fully indemnified against any liability whatsoever relating to your use or the content of this website.

Only Off Market GIVES NO WARRANTY OR GUARANTEE WHATSOEVER REGARDING THE ACCURACY, CURRENCY, RELIABILITY OR COMPLETENESS OF THE INFORMATION PROVIDED AT THIS WEBSITE. ANY WARRANTIES REGARDING SUCH INFORMATION, WHICH MAY BE IMPLIED BY LAW, STATUTE OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. Users are advised to check the accuracy of the information on this website, including valuations, prices, specifications, proofs, LOI information, POF information, member information and any other agreements.

Only Off Market grants no warranties, whether expressed or implied, by statute or otherwise, that Only Off Market is free from any errors, Only Off Market is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether expressed or implied by law) to the full extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security or accuracy.

Only Off Market does not warrant that functions contained in the platform will be uninterrupted or error free, that any defects will be corrected, or that the platform or the server that makes it available are free of viruses or bugs. As a condition for your use of Only Off Market including any service or facility, you agree to indemnify Only Off Market and its owners from and against any liability, damage or loss that you or Only Off Market and its owners incurs or suffers as a result of any action, inaction or omission on your part.

Our liability to you will not extend to any membership related benefits, opportunities, completions, introductions, content or proofs provided by an external provider or another member. We specifically exclude liability for any loss or damage

suffered by you as a result of your involvement in whatever manner with an external provider, member of this platform, this platform or this website. Any decision made in relation to purchasing products and/or services as a result of information obtained from this platform in any way is your sole responsibility.

Ownership, copyright and trademarks

The content, brand, processes, memberships, and intellectual property of this website belongs exclusively to Only Off Market and its owners, to the maximum extent permitted by applicable law, you or any other party may NOT copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content or services from Only Off Market in any way except for your own use as a member of Only Off Market. You also agree not to adapt, alter or create a derivative work from any of the Only Off Market content, processes or platform even for your own personal, non-commercial use.

The names, images and logos identifying Only Off Market, its owners and their products and services are subject to copyright, design rights and are to be classed as trademarks of Only Off Market and its owners. Nothing contained in these terms shall be construed as conferring by implication, estoppels or otherwise any licence or right to use any trademark, patent, design right or copyright of Only Off Market, its owners or providers.

All members of Only Off Market exclusively own their own content, member content is not and shall at any time become the asset, liability or property of Only Off Market. Only Off Market is the facilitation platform to deliver a private introduction environment to its members, members are solely responsible for their own data and content being accurate and correct and so far as they are able responsible for the security of that data or content not being divulged into the public domain in any way. The members as owners of their content agree to indemnify Only Off Market from and against any liability, damage, fine or loss that Only Off Market or its owners incurs or suffers as a result of any action taken or made by you, including but not limited to either knowingly or otherwise that leads to your information being obtained by third parties or appearing within the public domain without exception.

Where you are permitted to submit any contribution to Only Off Market (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant Only Off Market a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution into other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in our policy; if you do not want to grant to us the rights set out above, please do not submit your contribution to Only Off Market.

By submitting content to Only Off Market, you submit that all images, text, video, audio and work provided is your own original work and free from any copyright infringements and or that you have the right to make it available to Only Off Market for the purposes specified and that this work is not defamatory and does not infringe any law or any other parties rights in any way.

By submitting contributions to Only Off Market, you agree to fully indemnify Only Off Market, its owners and any of its services against all legal charges, fees, damages, and other expenses that may be incurred by our business as a result of your breach of any copyright, contractual or any other obligations or warrants or for any direct breach of these terms and conditions without exception.

Subscription Payment Processing

Only Off Market and its owners are not payment process providers; any and all payment facilities for your subscriptions are integrated into our systems and provided by the party identified when a purchase of a membership type is being made; any and all transactions and transaction information that is processed is processed under the payment gateway providers own terms and conditions.

Our systems have the ability to integrate with over 20 payment gateway providers, depending on the provider you select will determine the terms and conditions that your transaction falls under.

For the purposes of clarity, we have outlined 2 examples of this below;

PayPal

Some membership type purchases on Only Off Market can be handled by PayPal. A PayPal account is not required to make a purchase. All purchases made through the use of PayPal are subject to PayPal's Terms and Conditions for the processing of that purchase.

Stripe

Some membership type purchases on Only Off Market can be handled by Stripe. A Stripe account is not required to make a purchase, but a credit card is required. All purchases made through the use of Stripe are subject to Stripes' Terms and Conditions for the processing of that purchase.

It is a requirement that at least one membership type is purchased and maintained in order to gain access to the Only Off Market platform and the type of service you are provided will depend on the type of membership you select.

Introducer Fees

The subscription fee charged by Only Off Market is purely for the provision of access to our platform for a 12-month period as your selected membership type; should any form of transaction between members take place in any way, at any time in any jurisdiction world-wide with relation to a seller selling a product and a buyer buying a product, then the parties involved hereby agree to pay Only Off Market an agreed introducer fee.

By registering or using Only Off Market you are appointing Only Off Market as an authorised introduction agent until such time as your subscription to Only Off Market expires and by accepting these terms and conditions you are entering into and accepting an introducer fee agreement between you and Only Off Market and as such it is agreed that when an offer has been accepted on Only Off Market, our system will automatically introduce the legal representatives of each party to proceed to completion on behalf of their clients; the system will at this point automatically generate the agreed introducer fee invoices. All Only Off Market invoices will be sent directly to the legal representatives of each party and it is hereby agreed that the invoiced introduction fee will be paid directly to the account of Only Off Market as shown on the invoice by the legal representatives of each party upon completion of contract.

The agreed introducer fees are hereby set at;

Buyer's side fee

0.5% of the total purchase amount

Seller's side fee

0.5% of the total purchase amount

This shall always be the set fee for introductions through Only Off Market unless both parties agree with one another in writing that a single party will be responsible for the cumulative introducer fee of 1% and we a copy of this agreement has been sent to us clearly stating which party is accepting liability before completion.

It is hereby agreed that any introducer fee invoice provided by Only Off Market shall be settled within 14-days of completion. Only Off Market automatically produces the invoice based upon the offer being made and accepted. It is assumed and accepted that any and all offers accepted on Only Off Market shall complete at the value of the offer being accepted, it is therefore agreed that all invoices from Only Off Market shall be deemed acceptable and due unless the parties can legitimately and legally prove that a sale did not complete and will not complete within 120-days of the introduction being made.

The members formally declare that under penalty of perjury, hereby irrevocably confirms and irrevocably accepts to instruct their legal representatives to pay Only Off Market at the same time as the Seller is being paid for each and every transaction under this introducers agreement up to the completion of the contract of sale plus rollovers and extensions and in accordance with the bank details as specified on the invoice provided by Only Off Market.

PREADVISE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER. A notification immediately upon each tranche transfer payment together with the transaction's code/s to the Only Off Market email address provided on the invoice.

ALL TRANSFER INSTRUCTIONS SHALL STATE: "Immediate credit – same day value / instant cash upon receipt"; Required Message: "Remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of the funds sent to us."

Any introductions made through Only Off Market holds and maintains a 12-month lifecycle from the date of the legal representatives of each party being introduced, meaning that if any transaction or completion is completed within 12-months of the introduction being made the agreed introducer fee shall be paid to the Only Off Market account without exception. It is agreed that this 12-month lifecycle shall continue for the full duration of the lifecycle whether the parties are still a member of the platform or not.

It is hereby agreed that should a sale not complete due to the seller increasing the sale price above the accepted offer or has provided false information that has changed the opportunity being offered, then the seller shall be and accepts that they are fully liable to pay Only Off Market the agreed sellers side introducer fee in full, as they have breached the terms of this agreement and have wilfully collapsed the sale after the introduction has been made.

It is hereby agreed that should a sale not complete due to the buyer having provided false information that has changed the ability for the buyer to complete the purchase, then the buyer shall be and accepts that they are fully liable to pay Only Off Market the agreed Buyers side introducer fee in full, as they have breached the terms of this agreement and have wilfully collapsed the sale after the introduction has been made.

Interest shall be payable at 4% above the Barclays Bank PLC base rate on any invoice which remains unpaid for 21 calendar days after the relevant due date, relevant due date being the agreed date of delivery.

If we find it necessary to use solicitors or other parties to recover agreed fees, costs or charges, the delinquent party hereby agrees to pay any reasonable costs incurred by us in pursuing such recovery. For the avoidance of doubt, we shall consider formal recovery of any fees that have been outstanding for 14 calendar days or more.

This fee agreement and these terms and conditions do not in any way have any relation or bearing or influence on or has any part in any other fee agreement that a member may have with any other party and is not and shall not be considered as any part of any other agreement between a member and any other party, be that a mandate agreement, broker agreement or separate fee agreement. Any agreement that you may have with any other party is strictly between you and that other party. This agreement and these terms and conditions as found on this page on this website exclusively relate to your agreement with Only Off Market only, without exception, whether expressed, implied by statute or otherwise.

Value Added Tax

All prices displayed on Only Off Market exclude Value Added Tax unless otherwise stated.

Credit Card Payment

If you are not using your own credit/debit card to pay for your membership subscription, you must ask the permission of the credit/debit card holder before entering the payment details. When a purchase is made, you are confirming that you have obtained the express prior permission of the credit/debit card holder to make the said purchase.

Governing Law and Jurisdiction

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms and replaced with a more compliant term, which will continue to be valid to the fullest extent permitted by law.

Third parties

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

Variation

These terms and conditions may change at any time. The most recent published edition of these terms and conditions will be binding upon all members.

Members may exit the contract if they do not accept any proposed variation by ending their membership of Only Off Market at which point their membership shall remain inactive until such times as it automatically terminates and is automatically, permanently removed from our systems. This however does not include the introduction lifecycle clause of these terms and conditions which shall remain in force until the introduction lifecycle terminates.

Network Copyright Policy

Only Off Market and its owners believe in respecting and protecting the rights of intellectual property owners. This is not only a question of ethics, but also of law. Advances in electronic communication and technology, such as the Internet, have had a dramatic impact on the way Only Off Market and its associated businesses conducts business, and have greatly facilitated our access to a wide range of information and media. As a result, the risk of copyright infringement, either intentional or accidental, is of increasing concern.

The goal of this policy is to inform the users of our services on rules and procedures relating to copyright law compliance.

Referenced Copyright Laws

Copyright Act (Title 17 of the US Code) – Authorized in Article I of the US Constitution, which states that Congress is allowed to pass legislation “to promote the Progress of Science and useful Arts by security for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries.”

Digital Millennium Copyright Act of 1998 – This law provides recourse for owners of copyrighted materials who believe their rights have been infringed on the Internet.

- Only Off Market reserves the right to monitor end user systems and the content stored therein. we also reserve the right to remove, delete, modify, or otherwise disable access to any materials found to be infringing on copyright.

- By reading this policy, a user of any of our services will indemnify and hold Only Off Market harmless for any breach of this policy or copyright law.
- Users of any of our services or visitors to any of our websites may NOT reproduce any copyrighted or other work in violation of the law. Works are protected by US copyright law even if they were not produced in this country.
- Copyrighted materials in the US are not required by law to be registered, unlike patents and trademarks, and may not be required to carry the copyright symbol (©). Therefore, a copyrighted work may not be immediately recognizable. Assume material is copyrighted until proven otherwise.
- If a work is copyrighted, you must seek out and receive express written permission of the copyright holder to reproduce the copyrighted work in order to avoid violation.
- Copyrighted works include but are not limited to; text (e.g. articles), images (e.g. photographs), graphics (e.g. logos), sound recordings (e.g. MP3s), video recordings (e.g. movies), or software programs.
- Users of our systems, our legal team, Internet Service Providers and Employees at Only Off Market are encouraged to monitor and report all instances and all breaches of actual or suspected copyright infringement to The Only Off Market copyright agent.

All rights are reserved and no part of this platform or any other associated websites under the Only Off Market umbrella of businesses may be copied, stored, reproduced, transmitted in any forms or by any means, without the written permission of Only Off Market and its owners.

In compliance with the Digital Millennium Copyright Act (DCMA), Only Off Market will respond to all appropriate notices of copyright infringement. Only Off Market may, under appropriate circumstances, remove and/or disable access to material claimed to be infringing upon the intellectual property rights of ourselves or others and will initiate legal action where possible to protect our services and reputation without exception.

Branding Policy

This policy governs the use of all Only Off Market Trademarks and Brands for any purpose.

General

Only Off Market Trademarks may be used only as permitted by this policy. The following applies to all uses of Only Off Market businesses and Trademarks;

- The Wordmark is required on all official internal and external communications (excluding e-mail).
- All International and Domestic Partner Web sites must Display an official Logo of Only Off Market as provided.
- In all matters of Official Business, the company Colours and/or Branded Elements (available on the Photo Library in the partners area) are required and must appear prominently.
- Use of the Only Off Market Trademarks in printed and electronic materials must conform to the brand requirements available in the partners area.
- No Only Off Market Trademark may be altered in any way that has not been approved in writing by Only Off Market.

No individual, Unlicensed Business or employee may use any Logos, Brand or Trademark, or the official Web template, or refer to his or her affiliation with Only Off Market, in any manner that suggests or implies Only Off Markets support or endorsement of a point of view or personal or political opinion, business, activity, movement, or program that is not an Official Only Off Market business or without written agreement under an instance. If there is potential for confusion in a statement describing affiliation with Only Off Market or any of our brands, one should dispel confusion through the use of a disclaimer stating that Only Off Market is not involved in the business, activity, movement, or program.

By Associated Organisations

Foundations and other associated organisations that have entered into Memoranda of Understanding with Only Off Market, as defined in the policies of the Board, may use the platform Logo as provided in such memoranda. All use must be in connection with their related activities and must comply with all policies and procedures of Only Off Market.

Prohibited Uses of Trademarks

No Endorsements

Neither the name of Only Off Market nor any of its partners Trademarks, including the company Colours, may be used in any way that gives a false impression, is misleading, or could cause confusion regarding Only Off Markets relationship with any person or entity. Specifically, neither the name of Only Off Market nor any Partners Trademark may be used to characterise Only Off Market as a user of a product or service, or as having conducted research relating to a commercial product or program, or in any other way to convey or imply the endorsement of a commercial product or service.

General Prohibition

Neither the name of Only Off Market nor any Partners Trademark may be used in connection with any person, entity, product, or service with which the association could adversely affect Only Off Markets image or standing or that would for any other reason be inappropriate for an International company.

Violations

If a violation of this policy is identified, Only Off Market will be required to work with the Legal Department to determine the action needed, which may include redesign and reprinting of materials, license removal, financial easing. With respect to all violations of this policy, Only Off Market reserves its right to seek appropriate remedies under applicable International and Local law.

Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

BUILDING A BETTER FUTURE, TOGETHER

