

Terms of Service

Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Scraye Platform, you agree to comply with and be bound by these Terms.

Last Updated: 28th of May, 2020

These Terms constitute a legally binding agreement ("**Agreement**") between you and Scraye (as defined below) governing your access to and use of the Scraye website, including any subdomains thereof, and any other websites through which Scraye makes its services available (collectively, "**Site**") and all associated services (collectively, "**Scraye Services**"). The Site and Scraye Services together are hereinafter collectively referred to as the "**Scraye Platform**".

When these Terms mention "**Scraye**," "**we**," "**us**," or "**our**," it refers to Scraye Technologies Ltd ("**Scraye Technologies**"), Great Titchfield Street, W1 London.

Our collection and use of personal information in connection with your access to and use of the Scraye Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the Scraye Platform ("**Payment Services**") are provided to you by one or more Scraye Payments entities (individually and collectively, as appropriate, "**Scraye Payments**").

Landlords alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings. If you have questions about how local laws apply to your Listing(s) on Scraye, you should always seek legal guidance.

1. Scope of Scraye Services

1.1 The Scraye Platform is an online platform that enables registered tenants ("**Tenants**") to rent properties that Scraye has listed for rent on behalf of third party landlords ("**Landlords**"; Tenants and Landlords together referred to as "**Users**") and on behalf of Scraye itself (together, the "**Listings**").

1.2 While we may help facilitate the resolution of disputes, Scraye has no control over and does not guarantee the performance or conduct of any Landlord or third party. Scraye does not endorse any User. Any references to a User being "verified" (or similar language) only indicate that the User has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Scraye about any User, including of the User's identity or background or whether the User is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to rent a Listing or accept a tenancy request from a Tenant. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by Scraye of any Landlord or Listing.

1.3 To promote the Scraye Platform and to increase the exposure of Listings to potential Tenants, Listings and other User Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements in accordance with Section 5.

1.4 The Scraye Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Scraye is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Scraye of such Third-Party Services.

1.7 Scraye is not responsible for outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control and can lead to interruptions in the availability of the Scraye Platform. Scraye may, temporarily and under consideration of the Users' legitimate interests (e.g. by providing prior notice), restrict the availability of the Scraye Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Scraye Platform. Section 17 (Liability) remains unaffected. Scraye may improve, enhance and modify the Scraye Platform and introduce new Scraye Services from time to time. Scraye will provide notice to Users of any changes to the Scraye Platform, unless such changes are of minor nature without having a material effect on the parties' contractual obligations.

2. Eligibility, Using the Scraye Platform, User Verification

2.1 In order to access and use the Scraye Platform or register a Scraye Account you must be an individual at least 18 years old or a duly organised, validly existing business, organisation or other legal entity in good standing under the laws of the country you are registered and able to enter into legally binding contracts.

2.2 You will comply with any applicable export control laws in the UK. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.3 Scraye may make access to and use of the Scraye Platform, or certain areas or features of the Scraye Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any User's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Users to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Users, (ii) screen Users against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a User, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the Scraye Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions before you can access the relevant areas or features of the Scraye Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Scraye Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

3. Modification of these Terms

Scraye reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Scraye Platform and update the "Last Updated" date at the top of these Terms. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Scraye Platform will constitute acceptance of the revised Terms.

4. Account Registration

4.1 You must register an account ("**Scraye Account**") to access and use certain features of the Scraye Platform, such as renting a Listing. If you are registering a Scraye Account for a business, organisation or

other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register a Scraye Account using an email address and creating a password.

4.3 You must provide accurate, current and complete information during the registration process and keep your Scraye Account and public Scraye Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) Scraye Account unless Scraye authorises you to do so. You may not assign or otherwise transfer your Scraye Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Scraye Account credentials and may not disclose your credentials to any third party. You must immediately notify Scraye if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Scraye Account. You are liable for any and all activities conducted through your Scraye Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials).

4.6 Scraye may enable features that allow you to authorise other Users or certain third parties to take certain actions that affect your Scraye Account. These features do not require that you share your credentials with any other person. No third party is authorised by Scraye to ask for your credentials, and you shall not request the credentials of another User.

5. Content

5.1 Scraye may enable Users access and view User Content and any content that Scraye itself makes available on or through the Scraye Platform, including proprietary Scraye content and any content licensed or authorized for use by or through Scraye from a third party ("**Scraye Content**" and together with User Content, "**Collective Content**").

5.2 The Scraye Platform and Scraye Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United Kingdom and other countries. You acknowledge and agree that the Scraye Platform and Scraye Content, including all associated intellectual property rights, are the exclusive property of Scraye and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Scraye Platform, Scraye Content or User Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Scraye used on or in connection with the Scraye Platform and Scraye Content are trademarks or registered trademarks of Scraye in the United Kingdom and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Scraye Platform, Scraye Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Scraye Platform or Collective Content, except to the extent you are the legal owner of certain User Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Scraye or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Scraye grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and view any Collective Content made available on or through the Scraye Platform and accessible to you, solely for your personal and non-commercial use.

5.5 Scraye respects copyright law and expects its Users to do the same. If you believe that any content on the Scraye Platform infringes copyrights you own, please notify us at hello@scraye.com.

6. Service Fees

6.1 Scraye may charge fees to Landlords ("**Landlord Fees**") and/or Tenants ("**Tenant Fees**") (collectively, "**Service Fees**") in consideration for the use of the Scraye Platform.

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Tenant prior to renting a Listing. Scraye reserves the right to change the Service Fees at any time, and will provide Users adequate notice of any fee changes before they become effective. Such fee changes will not affect any tenancies agreed prior to the effective date of the fee change.

6.3 You are responsible for paying any Service Fees that you owe to Scraye. Except as otherwise provided on the Scraye Platform, Service Fees are non-refundable.

7. Terms specific for Tenants

7.1 Terms applicable to all rentals

7.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Scraye and/or the Landlord, you can rent a Listing available on the Scraye Platform by following the respective rental process. All applicable fees, including the First Rent, Security Deposit (if applicable), Tenant Fee and any applicable Taxes (collectively, "**Total Fees**") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any rental requested in connection with your Scraye Account.

7.1.2 If you rent a Listing on behalf of additional Tenants, you are required to ensure that every additional Tenant meets any requirements set by the Landlord, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Landlord. If you are renting for an additional Tenant who is a minor, you represent and warrant that you are legally authorised to act on behalf of the minor.

8. Booking Modifications, Cancellations and Refunds, Resolution Center

8.1 Once a holding deposit on a property has been paid and the Property is taken off-market whilst the tenancy agreement closing process is completed, a Tenant may cancel at any time until after the security deposit and first rent has been paid. If the Tenant cancels within 24hrs of submitting the holding deposit, the Tenant will be entitled to a full refund of the security deposit. If the Tenant cancels after the 24hrs have transpired, or does not complete the tenancy agreement closing process within 72hrs of being notified your referencing checks have been approved, the Tenant will forfeit the holding deposit and the property will return to being listed on the Platform.

8.2 If a Landlord cancels a confirmed booking, the Tenant will receive a full refund of the holding deposit and any other fee paid by the Tenant.

8.3 In certain circumstances, Scraye may cancel a pending or confirmed tenancy on behalf of a Landlord or Tenant and initiate corresponding refunds and payouts. Where Scraye cancels a tenancy, Scraye will, notify Users and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Users or third parties, or (iii) contravene applicable laws. You may appeal a cancellation by contacting hello@scraye.com.

9. Prohibited Activities

9.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Scraye Platform. In connection with your use of the Scraye Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms;
- use the Scraye Platform or Scraye Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Scraye endorsement, partnership or otherwise misleads others as to your affiliation with Scraye;
- copy, store or otherwise access or use any information, including personally identifiable information about any other User, contained on the Scraye Platform in any way that is inconsistent with Scraye's Privacy Notice or these Terms or that otherwise violates the privacy rights of Users or third parties;
- use the Scraye Platform in connection with the distribution of unsolicited commercial messages ("spam");
- use the Scraye Platform to request, make or accept a tenancy independent of the Scraye Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Scraye Platform or Scraye Payments. If you do so, you: (i) accept all risks and responsibility for such payment, and (ii) hold Scraye harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour;
- use, display, mirror or frame the Scraye Platform or Scraye Content, or any individual element within the Scraye Platform, Scraye's name, any Scraye trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Scraye Platform, without Scraye's express written consent;
- dilute, tarnish or otherwise harm the Scraye brand in any way, including through unauthorised use of Collective Content, registering and/or using Scraye or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Scraye domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Scraye Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Scraye or any of Scraye's providers or any other third party to protect the Scraye Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Scraye Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Scraye Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

10. Term and Termination, Suspension and other Measures

10.1 This Agreement shall be effective until such time when you or Scraye terminate the Agreement in accordance with this provision.

10.2 You may terminate this Agreement at any time by sending us an email.

10.3 Without limiting our rights specified below, Scraye may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

10.4 Scraye may immediately, without notice, terminate this Agreement and/or stop providing access to the Scraye Platform if (i) you have materially breached your obligations under these Terms (ii) you have violated applicable laws, regulations or third party rights, or (iii) such action is necessary to protect the personal safety or property of Scraye, its Users, or third parties (for example in the case of fraudulent behaviour of a User).

10.5 In addition, Scraye may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Scraye Account registration, Listing process or thereafter, (iv) you have repeatedly cancelled confirmed tenancies, or (v) such action is necessary to protect the personal safety or property of Scraye, its Users, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings;
- cancel any pending or confirmed tenancies;
- limit your access to or use of the Scraye Platform;
- temporarily or permanently revoke any special status associated with your Scraye Account;
- temporarily or in case of severe or repeated offenses permanently suspend your Scraye Account and stop providing access to the Scraye Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Scraye and an opportunity to resolve the issue to Scraye's reasonable satisfaction.

10.6 When this Agreement has been terminated, you are not entitled to a restoration of your Scraye Account. If your access to or use of the Scraye Platform has been limited or your Scraye Account has been suspended or this Agreement has been terminated by us, you may not register a new Scraye Account or access and use the Scraye Platform through an Scraye Account of another User.

15.8 If Scraye takes any of the measures described in this Section 15 you may appeal such a decision by contacting us at hello@scraye.com.

11. Liability

Scraye is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. Scraye is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents; such liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of Scraye in whose proper fulfilment you regularly trust and must trust for the proper execution of the contract. Any additional liability of Scraye is excluded.

12. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at Scraye's option), indemnify, and hold Scraye and its affiliates and subsidiaries, including but not limited to, Scraye, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms, (ii) your improper use of the Scraye Platform or any Scraye Services, (iii) your interaction with any User or rental of a Listing, or (iv) your breach of any laws, regulations or third party rights. The indemnification obligation according to this Section 12 only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

13. Applicable Law and Jurisdiction

These Terms are governed by and construed in accordance with English law. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of English law. As a consumer, you may bring any judicial proceedings relating to these Terms before the competent court of your place of residence or the competent court of Scraye's place of business in England. If Scraye wishes to enforce any of its rights against you as a consumer, we may do so only in the

courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the English courts.

13. General Provisions

13.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Scraye and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Scraye and you in relation to the access to and use of the Scraye Platform.

13.2 No joint venture, partnership, employment, or agency relationship exists between you and Scraye as a result of this Agreement or your use of the Scraye Platform.

13.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

13.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

13.5 Scraye's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

13.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Scraye's prior written consent. Scraye may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

13.7 Unless specified otherwise, any notices or other communications to Users permitted or required under this Agreement, will be provided electronically and given by Scraye via email, Scraye Platform notification, or messaging service (including SMS and WeChat).

13.8 If you have any questions about these Terms please email us.