

## PUBLIC OFFER

*for the conclusion of an agreement for the provision of paid listing and promotion services for real estate advertisements on the digital portals of WRE*

Version 1.0. Effective date: **[TO BE COMPLETED]**.

### Key Rule

This Offer is addressed only to legal entities and individual entrepreneurs acting in connection with their business activity. A user who is a natural person acting outside a business activity may not use the commercial tariff without a separate written agreement.

## 1. Terms and Scope

### Terms and Definitions

In this Offer, the following terms are used with the meanings set out below:

**Operator** — the legal entity specified in section 19 of this Offer, which administers the Portals and provides the Services to Advertisers.

**Advertiser** — a legal entity or individual entrepreneur that has accepted this Offer and ordered the Services for publishing information about real estate properties.

**Portal** — a website, mobile application, domain, subdomain, API channel or other digital resource of the Operator that is listed in the Order, on the relevant tariff page, or otherwise designated by the Operator as a resource on which the Services may be provided.

**Advertisement or Listing** — a property record published by the Advertiser containing a text description, photographs, video, floor plans, price information, property characteristics, contact details, and any other materials and information provided by the Advertiser.

**Order** — an electronic confirmation generated by the Advertiser through the functionality of the Portal, personal account, payment page, email correspondence or other method agreed by the parties, specifying the selected tariff, the term of provision of the Services, the number of active Listings, the price, the territory of placement and other commercial parameters.

**Services** — the technical hosting, storage, display, indexing, search, categorisation and provision of access to Listings, paid visual highlighting, priority display and other functions of the Portal expressly provided for in the Order, the tariff or the Operator's additional terms.

**Publication Rules** — the current version of the rules establishing requirements for the quality and content of Listings, permitted materials, the moderation procedure, and the grounds for refusing publication or for suspending or removing Listings. The Publication Rules are published at: **[URL]** and form an integral part of this Offer.

**Lead** — an enquiry from a Portal user to the Advertiser concerning a property or a Listing, submitted through a contact form, phone call, chat, email, messenger, or other functionality available on the Portal.

1.2. The Offer, the Order, the Publication Rules, the Privacy Policy [URL] and any applicable Country Addenda together form a single agreement between the Operator and the Advertiser (the "Agreement").

1.3. The Operator is not the seller, developer, owner, the seller's representative, the Advertiser's broker, the buyer's legal adviser, or a guarantor of the legal status of the property, unless expressly agreed otherwise in a separate written agreement.

## **2. Subject Matter and Scope of Services**

2.1. The Operator grants the Advertiser the right, during the paid period, to publish and maintain active Listings within the limit of the selected tariff. The Operator provides access to the account, publication following moderation, and technical display in search results and on the Portal's listing pages.

2.2. A paid tariff may include priority display, badges, pinning, additional media formats, publication on several Portals, reporting, or support. The exact scope is determined by the Order and the tariff page as at the time of Acceptance.

2.3. The Services do not include a guaranteed number of views, calls, Leads, property views, bookings, transactions, revenue, a sale timeframe, mortgage approval, legal due diligence, title verification, valuation, tax advice, or transaction support.

2.4. Publication of a Listing does not mean that the Operator has confirmed the accuracy of the price, the availability of the property, the right to advertise it, title to it, the absence of encumbrances or required permits, any foreign ownership quota, the possibility of acquisition by a foreign buyer, or any other legally significant fact.

## **3. Acceptance of the Offer and Electronic Conclusion of the Agreement**

3.1. Full and unconditional Acceptance of the Offer consists of the Advertiser performing the following set of actions: (a) registering or logging into a commercial account; (b) reviewing the text of the Offer via a permanent link; (c) ticking the separate checkbox "I have read, understand and accept the Offer and the Publication Rules"; (d) clicking the active "Pay and Accept the Offer" / "Confirm Order" button; and (e) paying for the Order or selecting an agreed invoice/credit limit. Merely visiting the Portal does not constitute Acceptance.

3.2. The Agreement is deemed concluded at the moment the Operator technically records the Acceptance and sends the Advertiser electronic confirmation of the Order. The Operator retains an Acceptance log: account identifier, email, date and time in UTC, IP address, the version and checksum of the text, the Order number, the selected tariff and payment details. Such a log constitutes admissible evidence of conclusion of the Agreement, unless otherwise provided by mandatory law.

3.3. The Advertiser confirms that the person who performed the Acceptance on behalf of the legal entity holds the necessary authority. The Advertiser bears the risk of third-party access to its account credentials if it fails to notify the Operator immediately of any compromise of the account.

3.4. The Operator sends the text of the Offer and confirmation of the Order to the Advertiser's email address specified in the account. The Advertiser must keep its contact email address up to date.

## **4. Order, Term, Launch and Renewal**

4.1. The Order must contain, as a minimum: the Portal(s), the tariff, the limit on active Listings, the period, the currency, the price, taxes, the start date, and any special options. The Advertiser must report any errors in the Order before launch.

4.2. The period for provision of the Services begins on the later of the following dates: (a) receipt of payment; (b) provision by the Advertiser of the complete set of materials; (c) approval of the first Listing by moderation; unless the Order provides otherwise.

4.3. If the Order expressly specifies automatic renewal, it is carried out for the next equivalent period upon timely payment. The Advertiser may turn off renewal in its account no later than 7 calendar days before the end of the

period. Where there is no express indication of automatic renewal, the Order terminates on the last day of the paid period.

4.4. The “active Listings” limit means the number of published records live at the same time. Replacing a Listing within the limit is permitted in accordance with the tariff; unused allowances are not carried over or compensated, unless the Order provides otherwise.

## 5. Price, Payments, Taxes and Refunds

5.1. The price of the Services is stated in the Order or on the tariff page and is payable in advance, unless the parties have agreed otherwise in writing. Bank charges, acquiring fees and conversion fees are borne by the payer, unless the invoice states otherwise.

5.2. VAT, GST, withholding tax and other indirect taxes are calculated and stated in accordance with the law of the place of taxation. The Advertiser shall provide the Operator with a correct tax number and bears the consequences of any inaccuracy in this information.

5.3. Once a placement has launched, amounts for a period already begun are non-refundable, except where a refund is mandatory by law or where the Operator, through its own fault, has not started providing the Services within a reasonable time after receiving the complete set of materials. Removal of a Listing due to the Advertiser’s breach of the terms does not give rise to a right to a refund.

5.4. In the event of late payment, the Operator may suspend publication and access to paid features and statistics after giving notice by email at least 3 calendar days in advance, unless a shorter period is permitted by a Country Addendum or by law.

## 6. Requirements for the Advertiser and Listings

- The Advertiser acts lawfully, is registered to carry out the relevant activity, and holds all licences, permits, authorisations, registrations and agreements with the owner/developer required in the country where the property is located and in the Advertiser’s country.
- Each Listing reflects a property that genuinely exists and is available for sale; the price, currency, area, address/location, type of title, construction status, completion date, payment terms, applicable fees and material restrictions are stated truthfully and are not misleading.
- The Advertiser has the right to use, and to provide the Operator with, photographs, video, floor plans, trademarks, texts, databases and contact details. The materials do not infringe any third-party rights, image rights, copyright, or rights relating to personal data and privacy.
- The Advertiser does not publish false, “bait”, artificially underpriced, or unauthorised Listings, and does not substitute the advertised property for another property after receiving a Lead.
- The Advertiser complies with requirements on consumer protection, advertising, competition, personal data, sanctions, anti-money laundering, currency control, licensing of brokerage/agency activity, and rules on foreign ownership of real estate.
- The Advertiser promptly removes or updates a Listing upon sale, reservation, a material change in price, unavailability of the property, termination of its instructions, or expiry of its right to publish.

6.2. The Advertiser is solely responsible for collecting and retaining documents confirming its right to publish. The Operator may request such documents and suspend a Listing pending their receipt. The absence of such a request does not mean that the Operator has verified or confirmed anything.

6.3. Materials are prohibited that contain discrimination, threats, unlawful offers, false yield guarantees, hidden fees, misleading “discounts”, impermissible links/contact details in the title or description, malicious code, spam, or any other elements prohibited by the Publication Rules or by law.

## 7. Moderation, Removal, Restriction and Complaints

7.1. The Operator may check Listings, both before and after publication, by automated and manual means for compliance with the Agreement, the Publication Rules, technical requirements, search engine requirements, user complaints and applicable law.

7.2. The Operator may refuse publication, require correction, lower visibility, temporarily remove a Listing, restrict the account, or terminate the Agreement where it has reasonable grounds to believe that: (a) the Listing breaches the rules or the law; (b) the property is unavailable or the information is inaccurate; (c) there is no confirmed authority; (d) there is a risk of fraud, breach of sanctions, harm to users, or reputational damage; (e) the Advertiser has not paid for the Services; (f) a mandatory request has been received from an authorised body; or (g) the Advertiser systematically breaches the terms.

7.3. Where doing so does not create a risk of immediate harm, the Operator sends the Advertiser a reasoned notice of the cause and, where applicable, the timeframe and method for remedying it. Where there is an urgent risk, an order from an authority, suspected fraud, or a repeated serious breach, the Operator may act without prior notice, sending an explanation after taking the measure, where this is permitted by law.

7.4. The Advertiser may submit a reasoned complaint about a moderation decision to **[EMAIL]**. The Operator will consider it in good faith within 10 business days. For EU Countries, the procedure under section 16.3 also applies.

## 8. Priority, Ranking and Advertising Labelling

8.1. Paid placement may affect the relative visibility of a Listing. The main ranking factors are: (1) the paid product selected and the tariff terms; (2) the completeness, quality and accuracy of the record; (3) relevance to the user's search query, language and location; (4) currency and confirmed availability; (5) technical compatibility and user relevance. The weighting of these factors may differ between Portals and types of results.

8.2. A priority tariff does not guarantee a permanent first position, a fixed number of impressions, or a position for every search query. The Operator may label paid-promoted Listings as "Advertisement", "Priority", "Featured", "Top", or in a similar manner.

8.3. The Operator does not give more favourable ranking to its own properties or to properties of its affiliates, as the Operator does not sell its own real estate through the Portal. If this practice changes, the Operator will update this section in advance to the extent required by applicable law.

## 9. Intellectual Property and Materials

9.1. The Advertiser retains the rights to its materials. For the term of the Agreement and for 90 days thereafter, the Advertiser grants the Operator a non-exclusive, royalty-free, territorially unrestricted licence to reproduce, technically adapt, translate, format, publish, index, cache, promote and display the materials on the Portals, in search engines, on social media, and through the Operator's advertising channels, solely for the purpose of providing and promoting the Services.

9.2. The Operator may create thumbnail images, watermarks, previews, structured data, meta descriptions and technical copies. The Advertiser warrants that this does not infringe any third-party rights.

9.3. The Operator owns the rights to the Portals, the interface, the design, the software, the Operator's trademarks, analytics, and aggregated anonymised data and statistics, other than the Advertiser's materials.

## 10. Leads and Personal Data

10.1. Where a Lead is passed to the Advertiser, each party acts as an independent data controller/operator: the Operator for collecting and routing the enquiry through the Portal, and the Advertiser for processing the enquiry, communicating with the person concerned, and pursuing its own commercial purpose. A different arrangement is permitted only under a separate data processing agreement (DPA).

10.2. The Advertiser may use Lead data only to respond to the specific enquiry, for lawful follow-up communication, and for other purposes where it has an independent legal basis and has given the required notice to the data subject. It is prohibited to sell, transfer, or use Lead data for unrelated mailings, profiling, or advertising without a lawful basis.

10.3. Each party implements organisational and technical security measures, restricts staff access, complies with retention periods, and notifies the other party of any incident that may affect data transferred by it, without undue delay and no later than 48 hours after discovery, so that the parties can fulfil their legal obligations.

10.4. Cross-border transfer of personal data is permitted only where the mechanism, notice and/or consent required by law is in place. The Advertiser may not require the Operator to transfer data to a country for which the necessary grounds and safeguards are not in place.

## **11. Confidentiality**

11.1. The commercial terms of the Order, statistics, Lead data, technical documentation, non-public correspondence, tariffs, login credentials, and any other information expressly designated as confidential or that is manifestly a trade secret shall not be disclosed to third parties without the other party's written consent, except where required by law or necessary for performance of the Agreement.

11.2. The confidentiality obligation does not apply to information that has become publicly available other than through a breach, that was lawfully obtained from a third party, or that was required to be disclosed at the request of a public authority. In the latter case, the recipient shall, to the extent lawful, notify the other party in advance.

## **12. Representations, Warranties and Liability of the Advertiser**

12.1. The Advertiser represents and warrants to the Operator that all information, documents and materials provided are accurate, complete and up to date; that the placement does not infringe any third-party rights; that the Advertiser has the right to offer the property; and that the terms of any transaction with a buyer will be agreed directly by the Advertiser at its own risk.

12.2. The Advertiser shall indemnify the Operator for documented direct losses, reasonable legal costs, third-party claims, fines and payments arising from the Advertiser's breach of the Agreement, the law, third-party rights, or the inaccuracy of the materials, to the extent such indemnification is permitted by applicable law.

12.3. The Operator may withhold or block the unused balance of the Services to a reasonable extent where necessary to cover justified claims, investigate fraud, or comply with a legal requirement.

## **13. Limitation of the Operator's Liability**

13.1. The Operator provides the Services "as available" and takes commercially reasonable steps to keep the Portals operational. The Operator does not guarantee uninterrupted operation free of technical works, the absence of errors in third-party services, indexing by search engines, position in search results, user behaviour, the quality of Leads, conversion, a sale, or the absence of buyer claims against the Advertiser.

13.2. To the maximum extent permitted by law, the Operator is not liable for indirect losses, loss of profit, loss of reputation, loss of data, loss of transactions, the cost of substitute services, or the consequences of decisions made on the basis of Leads or statistics.

13.3. The Operator's aggregate liability for all claims relating to a specific Order is limited to the amount actually paid by the Advertiser to the Operator for that Order over the 3 months preceding the event giving rise to the claim. This limitation does not apply to intent, gross negligence, or other liability that cannot be limited by law.

## 14. Suspension, Termination and Consequences

14.1. The Advertiser may turn off automatic renewal as set out in section 4. Early cancellation of a period already paid for does not release the Advertiser from payment and does not create a right to a refund for the period already begun, except in cases mandatory by law or of a material uncured breach by the Operator.

14.2. The Operator may terminate the Agreement or an individual Order with immediate effect in the event of a material breach, including non-payment for more than 10 calendar days, repeated false/unauthorised Listings, fraud, breach of sanctions or third-party rights, refusal to provide title confirmation, or a mandatory order from an authority.

14.3. Upon termination, the Operator removes active Listings and terminates access to paid features. The Operator may retain documents, the Acceptance log, invoices, copies of materials, and technical logs for as long as necessary for reporting, protecting its rights, and complying with the law.

## 15. Amendment of the Offer

15.1. The Operator may amend the Offer, the Publication Rules and the tariffs for the future by publishing a new version and giving notice in the account or by email. For existing Advertisers, an amendment takes effect no earlier than 15 calendar days after notice, unless a longer period is required by law.

15.2. The period may be shortened where the amendment is necessary to comply with the law, to address an unforeseen and immediate security risk, to prevent fraud, or relates to the introduction of a new feature that does not worsen the Advertiser's commercial position. The Advertiser may terminate the Order before the effective date of a materially adverse amendment, where applicable law grants such a right.

## 16. Special Regime for Spain and the EU

16.1. Where the Advertiser is a business user offering real estate to users in Spain or another EU country through the Portal, and the relationship falls within the scope of Regulation (EU) 2019/1150, this section applies in addition to the other terms.

16.2. The Operator gives the Advertiser access to the following categories of data: its own Listings, aggregated statistics on views/clicks/enquiries within the scope of the tariff, information on Leads received, and available communication records. The Operator has access to this data for the purposes of providing the Services, security, analytics and compliance with the law. Following termination of the Agreement, the Advertiser's access ceases, except for an export available for [30] days, where this is technically feasible and not restricted by law.

16.3. An internal complaints-handling system is available at [\[EMAIL/URL\]](#) and covers alleged non-compliance by the Operator with the Agreement, technical failures, moderation measures, and ranking-related matters.

16.4. For Spain, the Advertiser is responsible for the Listing's compliance with consumer protection rules and housing advertising rules, including the prohibition on misleading advertising and the concealment of material information. The Operator does not assume any function of verifying the legal status of the property or its documents, unless required by law.

## 17. Special Requirements by Property Country

### 17.1. Turkey

The Advertiser confirms that it holds the required authority to publish from the owner/rights holder and, where applicable, valid permits/registrations for engaging in professional real estate activity. The Operator does not represent that the Advertiser's corporate status exempts it or the Portal from the requirements of the Electronic Listing Verification System (EIDS) or other mandatory checks. At the Operator's request, the Advertiser shall provide documents and assist with the EIDS process. Where mandatory Turkish regulation conflicts with the Offer, Turkish regulation prevails.

### 17.2. Indonesia

Transfer of personal data outside Indonesia is permitted only in compliance with the requirements of personal data protection legislation.

### 17.3. Thailand

The Advertiser may not advertise a property as available for “guaranteed foreign freehold” unless this is confirmed by applicable law and documentation. A Thai-language version of the Agreement is recommended for Thai Advertisers; electronic Acceptance is recognised to the extent permitted by Thai law.

### 17.4. General Reservation

Country-specific requirements apply according to the location of the property, the location of the Advertiser, and the place where the Portal directs the Services, to the extent required by applicable law. The list above is not exhaustive and does not replace local legal due diligence for a new market or product.

## 18. Governing Law, Disputes and Language

18.1. The Agreement is governed by the law of [SPECIFY COUNTRY] without regard to conflict-of-laws rules, unless otherwise required by the mandatory law of the Advertiser’s country, the property’s country, or the market to which the Services are directed.

18.2. Before going to court, the parties shall send a written claim to the addresses given in section 19 and attempt to settle the dispute within 30 calendar days. Disputes are referred to the Commercial (Arbitrazh) Court at the place of the Operator’s registration.

18.3. The base version of the Offer is drawn up in Russian. Where published in Spain, Turkey, Indonesia and Thailand, the Operator issues local-language versions to the extent provided for in sections 16–17. In the event of a discrepancy, the language expressly designated in the Order as controlling shall prevail, but the mandatory requirements of local law retain priority.

## 19. Operator’s Details and Contacts

Details	Value
Full company name	[TO BE COMPLETED]
Registration number / tax number	[TO BE COMPLETED]
Registered address	[TO BE COMPLETED]
Email for legally significant notices	[TO BE COMPLETED]
Support and complaints email	[TO BE COMPLETED]
Website / Portal domain	[TO BE COMPLETED]
Privacy Policy	[INSERT URL]
Publication Rules	[INSERT URL]