



SuperControl® is a registered trade mark (Trade Mark No. 2633864) of SuperControl Limited
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Registered in Scotland number SC 2495 31. Registered office 4 Market Street, Castle
Douglas, DG7 1BE.

SUPERCONTROL® - TERMS AND CONDITIONS

WE are SuperControl Limited, a Scottish company (number SC249531), trading as "SuperControl". Our registered office is at 4 Market Street, Castle Douglas, Dumfries and Galloway, United Kingdom, DG7 1BE.

These Terms and Conditions apply to any Client that registers a Property with us for us to provide our Services in respect of such Property.

1. DEFINITIONS

1.1. In these Terms and Conditions:-

- "Account" means your account with SuperControl;
- "Agreement" means the agreement between us and you for the supply of the Services constituted by these Terms and Conditions and any Contract Documentation;
- "API" means application programming interface;
- SuperControl Limited is referred to as "we", "us", "our" or "SuperControl";
- The person contracting to use our Services under this Agreement is referred to as the "Client", "you" or "your";
- A "Guest" means a guest of the Client or relevant property owner who makes a Booking with the Client using our Service;
- A "Booking" means a reservation in respect of a Property placed by a Guest using our Property Management System;
- "Booking Protect" means Booking Protect Limited, a company incorporated and registered in England and Wales with company number 08968744 and registered office at Unit 6, 4 Ravey Street, London, England EC2A 4QP;
- "Channel Service Fee" a fee that we will apply to Bookings made through certain online travel agents, the details of which are set out in the pricing page of our Website from time to time;
- "Contract Documentation" is either a Proposal or Offer of Service document between us and you;
- "Data Controller", "Data Processor", "Personal Data", and "Personal Data Breach" have the meanings as defined in the Data Protection Legislation, provided that in respect of Personal Data, it means only such Personal Data that is processed pursuant to this Agreement;
- "Data Protection Legislation" means, to the extent applicable to the processing of the Personal Data under this Agreement: (i) the UK GDPR and/or Data Protection Act 2018 and the laws of the United Kingdom or of a part of the United Kingdom which relate to the protection of personal data; and (ii) the EU

GDPR and the other laws of the European Union or any member state of the European Union which relate to the protection of personal data;

- “EU GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- “Renewal Date” means any anniversary of the Start Date;
- “Review” means a review of your Property submitted to us by a visitor using our UpFrontReviews.com website;
- “Services” means the services provided by SuperControl to the Client in accordance with the Product purchased by you pursuant to this Agreement including, but not limited to:-
 - making the Property Management System available to you via a window appearing on your website, or through third party channels and API connections and integrations to enable Guests to place Bookings with you using the internet;
 - providing training and assistance to you as you set up your Account to you to enable you to register a Property and to become familiar with the way the Property Management System works;
 - providing you with access to your own secure Account pages to permit you to obtain and edit information about the status of any Property;
 - providing you with ongoing support and assistance in respect of the Property Management System and your Account; and
 - provided that Booking Protect has accepted you onto the XCover Program (subject to its own terms and conditions), and you have not opted out of being enrolled on the XCover Program making the XCover Refund Guarantee available to your Guests at the same time that they place a Booking using our Property Management System, subject to you entering into the XCover Terms of Service with Booking Protect. You may ask us to deactivate Guests' ability to purchase XCover Refund Guarantees when making Bookings with you at any time. For the avoidance of doubt, SuperControl is not a party to the XCover Terms of Service or to any contract between Booking Protect and any Guest and this aspect of our services is limited to making the XCover Refund Guarantee available and collecting payment from you received from Guests that have purchased an XCover Refund Guarantee (less any agreed commission or other fees) and remitting the same to Booking Protect together with any applicable taxes;
- “Start Date” means the date we first set up your Account with SuperControl (after the expiry of any free trial period);
- “Statistical Data” any anonymised and/or aggregated data or statistics (in which you, your business and your Guests cannot be identified) that we create or derive from your, your Guests' or any third party's use of our Property Management System;
- “PCI DSS” means the Payment Card Industry Data Security Standard as administered by the Payment Card Industry Security Standards Council;
- “Product” means the level of service package for our provision of the Services purchased by you;
- “Property” means any property owned, managed or advertised by you which has been registered by you with SuperControl;
- “Property Management System” means the SuperControl web-booking and property management system, hosted on SuperControl's server and made available to the Client;

- “Year” means any calendar year running from Start Date (or a Renewal Date) to the day before the anniversary of the Start Date (or a Renewal Date);
- “UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
- “UpFront Reviews Service” means our reviews website which you can elect to integrate with your website pursuant to Condition 16;
- “Website” means our website at <https://www.supercontrol.co.uk/>
- “XCover Program” means any program operated by Booking Protect under its own terms and conditions from time to time, pursuant to which you are able to offer XCover Refund Guarantees to Guests and Booking Protect will arrange for your obligations arising out of the XCover Refund Guarantees to be insured under the XCover Refund Protection Policy;
- “XCover Refund Guarantee” means a refund guarantee that you offer to your Guests on the terms provided by Booking Protect from time to time, which Guests can purchase at the same time that they place a Booking using our Property Management System;
- “XCover Terms of Service” means the contract between the Client and Booking Protect in respect of: (i) the offering of XCover Refund Guarantees to Guests at the same time that they place a Booking using our Property Management System; and (ii) Booking Protect’s arrangement of contractual liability insurance cover for Clients under the XCover Vendor Refund Protection Policy; and
- “XCover Vendor Refund Protection Policy” means the contractual liability insurance policy administered by Booking Protect that covers Clients’ liabilities to Guests under XCover Refund Guarantees.

1.2 Words in the singular shall include the plural and vice versa;

1.3 A “person” includes a natural person and any corporate or unincorporated body (whether or not having separate legal personality);

1.4 For the avoidance of doubt, where any building is divided into a number of individual units, each individual unit shall be deemed to be a separate “Property”.

2. FEES

2.1. We will charge you a one-time Joining Fee in accordance with the [pricing](#) page on our Website from time to time or as otherwise agreed with you in writing in the Contract Documentation and/or recorded in your Account upon the registration of your first Property (the “Joining Fee”). The Joining Fee is payable in advance and is intended to cover our costs in enabling you to register Properties and to become familiar with the way the Property Management System works, and for any relevant credit checks that we may require to carry out in respect of you as a Client. You agree that the Joining Fee shall not be refundable.

2.2. We will charge you an Annual Licence Fee (the “Annual Licence Fee”) and the Channel Service Fee (when it applies) for our Services on a sliding scale based on the number of Properties that you register with us in any Year and on the Product you choose to buy from us. With regard to the Channel Service Fee, we will send you a report at or following the end of each month detailing any applicable Channel Service Fees that were incurred in the relevant month and we will then invoice you monthly in arrears for any Channel Services Fees that were applicable in the relevant month plus any applicable Value Added Tax and you shall pay such invoice within thirty (30) days. Fees and charges for the Annual Licence Fee are set out in the [pricing](#) page of our Website from time to time or are as otherwise agreed with you in writing in your Contract Documentation and/or recorded in your Account.

Fees and charges for customisation work and extra services are set out from time to time in the [Fees and Products](#) page of our website.

2.3 Where the function to make XCover Refund Guarantees available to your Guests is activated on your Account, you agree to enter into and comply with the XCover Terms of Service with Booking Protect, which shall be made available to you through our Property Management System and our Services. You agree to pay to us any sums collected from any Guest in respect of any XCover Refund Guarantee purchased by such Guest from Booking Protect, less any agreed commissions or fees and together with any applicable taxes. We will invoice you monthly in arrears for such sums in respect of any sales of XCover Refund Guarantees and we may collect the same by direct debit within seven (7) days of such invoice date. We agree to promptly remit such sums to Booking Protect. You agree that we shall not be responsible for remitting any such sums to Booking Protect if we do not receive payment of the same from you. Where Booking Protect require you to refund any commission or fee retained by you pursuant to the XCover Terms of Service, you agree to pay the same to us within seven (7) days and we agree to promptly remit such sums to Booking Protect or the Guest (as appropriate). We are not responsible for collecting or remitting any sums to you or any person in respect of XCover Refund Guarantees obtained by any means other than through our Property Management System and our Services.

2.4. All our fees and charges are exclusive of Value Added Tax which shall, where applicable, be payable in addition to us by you at the standard current rate from time to time.

2.5 The Annual Licence Fee is payable in advance for each Year in monthly, quarterly or annual instalments depending on the payment option you select when you join or as we otherwise agree with you from time to time. Any additional Properties which are added during the Year will be charged on a pro rata basis.

2.6. When you first join, we offer a 30-day money back guarantee on the Annual Licence Fee, valid from the date on the first invoice. The Joining Fee is not refundable.

2.7. We reserve the right to change any of our fees and charges at any time upon giving you notice in writing (such notice may be by e-mail). If you have already paid any applicable fees or charges in advance, such changes shall not apply to our Agreement with you until the expiry of the applicable period of Services that you have paid for in advance. We also reserve the right to add to, subtract from, or change the identity of the online travel agents in respect of whom the Channel Service Fee applies at any time upon giving you notice in writing (such notice may be by e-mail) and such change will apply from the date of our notice.

2.8. We will provide you reasonable technical support and assistance in relation to your use of our Property Management System and our Services (although please note we do not provide general IT training and support). This is subject to "fair use" and we reserve the right to charge for technical support at our standard consultancy rates from time to time as outlined in the [Fees and Products](#) page on our Website from time to time if you require further support. We will let you know if further support is chargeable.

2.9. If you fail to pay to us any amount on the due date the outstanding sum shall carry interest at the rate of 4% above Royal Bank of Scotland base rate per annum for the time being from the due date to the date of payment, compounded at three monthly rests.

2.10 In the course of this Agreement, we and you agree that we shall each remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS.

3. SYSTEM DEVELOPMENT

3.1. We develop the Property Management System on a regular and ongoing basis to improve the system from time to time. Although we take reasonable care to avoid any unexpected errors or system downtime arising in connection with such development, we will not be responsible for any such errors or system downtime if they occur.

3.2. In the event we agree to carry out development work to meet any development requests made by you, we shall be entitled to charge you for such work in accordance with our standard rates for development work set out in the [Fees and Products](#) page on our Website from time to time.

3.3. You agree that we will own all copyright and other intellectual property in and to any changes made to our Property Management System arising out of any development request made by you.

4. BOOKINGS

4.1. Guests will be entitled to use our Property Management System appearing in a window on your website or through third party channels and API connections and integrations to place Bookings for your Properties with you, subject to availability. You will then have the opportunity to accept such Booking and to conclude a contract with the Guest.

4.2. All Bookings made by the Guest with you will be a contract between you and the Guest and will be made in accordance with your terms and conditions. SuperControl will never be a party to the contract between you and your Guest and we will not be responsible for either your performance or the Guest's performance of that contract in any way.

4.3. You agree to indemnify us in full against all liability, loss, damages, costs, fines, penalties and any other expenses whatsoever awarded against or incurred by us arising out of any claim or proceedings made (a) by the Guest against us in respect of any breach by you of your contract with the Guest; or (b) by Booking Protect or the Guest against us in respect of any breach by you of any of the XCover Terms of Service with Booking Protect.

5. THE TERMS AND CONDITIONS OF YOUR CONTRACT WITH THE GUEST

5.1. You agree that no part of the terms and conditions of your contract with the Guest or your own privacy policy shall contradict any part of this Agreement and in particular, shall not impose any liability upon SuperControl whatsoever. Your privacy policy should explain that when you or your Guests use our Property Management System to place bookings, SuperControl will process the Personal Data of your Guests as your appointed Processor under this Agreement.

5.2. You agree that you will ensure that the terms and conditions of your contract with the Guest and your own privacy policy will not be unlawful and you will indemnify us fully against all liability, loss, damages, costs, fines, penalties and any other expenses whatsoever awarded against or incurred by us arising out of any claim or proceedings by any person in respect of such terms and conditions, your own privacy policy, or for any breach by you of Condition 5.1.

5.3. You will upload a copy of your standard terms and conditions in respect of contracts between you and your Guest and your own privacy policy to your Account before using our Services, and shall keep the same updated at all times.

5.4. You acknowledge that we are not a party to any contract between (i) you and Booking Protect (including but not limited to the XCover Terms of Service); or (ii) any Guest

and Booking Protect; and you agree to direct any queries from you or from any Guest in relation to any XCover Refund Guarantee or the XCover Program (including but not limited to queries regarding coverage, cancellations, amendments or booking errors) to Booking Protect.

6. REGISTERED PROPERTIES

You are only entitled to register Properties with us that are owned, managed or advertised by you. You are not entitled to register Properties with us that are not owned, managed or advertised by you. You agree that if any person asks you to register a Property with us that is not owned, managed or advertised by you, you will decline to do so and will inform them that they should register directly with us.

7. USE OF THE PROPERTY MANAGEMENT SYSTEM

7.1. We own, or have licences to, the Property Management System. Both you and your Guests will be permitted to use the Property Management System to place Bookings, but you will not be permitted to use the Property Management System for any other purposes.

7.2. The Property Management System and all aspects of our Services are provided on an “as is” basis and we give no warranty that the Property Management System or our Services is error free or is suitable for your purposes.

7.3. The Client shall not obtain any intellectual property rights in and to the Property Management System or any part of our Website by virtue of this Agreement.

7.4. You agree not to attempt to reverse engineer the Property Management System, or to copy any software or code relating to the Property Management System or our Website, or permit or procure any other person to do so.

7.5. There are discreet links to <https://www.supercontrol.co.uk/> in the footer of all public-facing areas of the Property Management System. These links are an integral part of the Property Management System and you agree not to hide or remove such links.

8. THE CLIENT'S WEBSITE

You are solely responsible for the content on your own website.

9. APPLICATION PROGRAMMING INTERFACE (API)

If you require to draw content from our database and to display this on your website, we will provide technical support and assistance to you to enable your website to connect to our database using our API service (“API Service”). We shall be entitled to charge you for onboarding and the use of the API Service at the rates set out in the [Fees and Products](#) page on our Website from time to time.

10. THE CLIENT'S ACCOUNT

10.1. You are responsible for maintaining the secrecy of your Account username and password details, and you agree not to attempt to breach any security or privacy mechanisms associated with the Property Management System or any part of your Account pages or our Website nor to permit or procure any other person to do so.

10.2. You agree to only enter the Guest’s card details in designated card fields and not in any free text fields within your account.

10.3. You agree not to use any part of our Website to post or transmit any content which is unlawful, threatening, libellous, defamatory, obscene or pornographic.

10.4. We reserve the right in our absolute discretion to remove or edit content or materials on our Website, including on your Account pages and we will not be liable to you if we do so.

11. SUSPENSION/TERMINATION OF THE SERVICES

Our right to suspend or terminate the Services and these Terms & Conditions

11.1. We will be entitled to suspend provision of our Services, including your use of the Property Management System or your access to your Account pages at any time in the event that:-

11.1.1. you fail to pay any sum due to us under this Agreement;

11.1.2. you are in breach of any part of this Agreement;

11.1.3. you abuse our Services in any way, or bring them into disrepute;

11.1.4 we decide in our reasonable discretion that you have sought or required an unreasonable amount of technical support or training in breach of our "fair use" policy without agreeing to pay for such further support or training in accordance with Condition 2.8; or

11.1.5. for technical reasons, for example if internet traffic relating to your Properties or your Account threatens to overload our system.

11.2. If such circumstances continue for a period of thirty (30) days we will be entitled to terminate our Agreement with you. If termination is due to fault on your part (for example, your failure to pay, you abuse our Services, you breach our "fair use" policy, or any other breach of this Agreement), the Annual Licence Fee will become payable in full and any part of it already paid to us by you will not be refundable. If termination is due to circumstances which are not your fault (for example if we are forced to terminate our Agreement with you owing to technical reasons which are not your fault) we will refund any portions of the Annual Licence Fee which have been paid in advance.

11.3. We will also be entitled to terminate our Agreement with you and to terminate your use of the Property Management System and your access to your Account with immediate effect in the event that you become bankrupt or are sequestrated or, if the Client is a limited company, any step is taken to appoint an administrator or to wind up or dissolve the Client or to appoint a liquidator, receiver, administrative receiver or similar officer in respect of the Client or any part of its undertaking or assets.

11.4 We may suspend or terminate the availability of the XCover Refund Guarantee or any similar third party product or service that we make available as part of our Services from time to time.

Your right to bring the Services and this Agreement to an end

11.5 Notwithstanding whether you have elected to pay the Annual Licence Fee on a monthly, quarterly or annual basis, your licence to use our Services runs on an annual basis from the Start Date (or a Renewal Date) to the day before the anniversary of the Start Date (or a Renewal Date) and will auto-renew for a further Year on each Renewal Date unless you give us notice in writing at least thirty (30) days prior to the next such Renewal Date

that you wish to terminate this Agreement and bring the Services to an end on the next such Renewal Date.

12. USE OF PERSONAL DATA

12.1. You and we agree to comply with the Data Protection Legislation in so far as it applies to each of us.

12.2. You agree that you will be the “Data Controller” of any Personal Data relating to the Guest and that we will be your Data Processor of that data. With regard to any Personal Data of any Guest collected by our Property Management System that relates solely the purchase of an XCover Refund Guarantee by that Guest, you agree that you and/or Booking Protect will each be the “Data Controller” of that Personal Data and we will act as a Data Processor in transmitting that Personal Data to Booking Protect for (a) the purpose of Booking Protect fulfilling its obligations to the Guest under the contract with the Client; and (b) to record the relevant transaction and to facilitate payment.

12.3. You will ensure that you have all necessary appropriate consents and notices

(including in your own privacy policy) in place to enable: (i) the lawful transfer of any Personal Data to us; and (ii) the processing of such Personal Data in accordance with this Agreement.

12.4. We shall, in relation to any Personal Data processed by us in connection with our obligations under this Agreement:

12.4.1. process that Personal Data only for the purposes of this Agreement and in accordance with your written instructions. We will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation or any other applicable law. We will notify you if, in our opinion, your instructions do not comply with the Data Protection Legislation. We will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless you or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the UK Information Commissioner). If any applicable law, court or regulator (including the UK Information Commissioner) requires us to process or disclose the Personal Data to a third-party, we will first inform you of such legal or regulatory requirement and give you an opportunity to object or challenge the requirement, unless any applicable law prohibits the giving of such notice.

12.4.2. ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);

12.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

12.4.4. not transfer any Personal Data outside of the United Kingdom and the European Economic Area unless your prior written consent has been obtained or the following conditions are fulfilled:

- (i) either you or we have provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (for example, using the EU-US Data Privacy Framework, any appropriate “Standard Contractual Clauses”, any appropriate UK International Data Transfer Agreement or any appropriate “data bridge” approved under Section 17A of the Data Protection Act 2018 for international data transfers); and
- (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;

12.4.5. assist you, at your cost, in responding to any request from a Data Subject and in ensuring your compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

12.4.6. notify you without undue delay on becoming aware of a Personal Data Breach of your Personal Data;

12.4.7. on your written direction, delete or return Personal Data and copies thereof to you on termination of the Agreement unless we are required by any applicable law to store the Personal Data (and please note that after termination of this Agreement we typically retain Personal Data processed on your behalf for a period of 30 days (unless you ask us to keep such data for a longer period at your cost) to provide the opportunity to you to obtain a copy of such Personal Data, to transfer it to another provider, or to reactivate your account); and

12.4.8. maintain complete and accurate records and information to demonstrate our compliance with this Condition 12 (excluding 12.9 and 12.10) and allow for reasonable documentary audits by you or by your designated auditor upon reasonable notice and at your cost in order to verify such compliance.

12.5. Where we engage with third party processors, such as payment providers, all such connections shall be enabled and authorised by you and we will enter into a written Agreement with the third party processor incorporating data protection obligations on terms which are substantially similar to those set out in this Condition 12. As between us and you, where we sub-contract any of the processing activities that we undertake on your behalf to a third party processor, then if such third party processor fails to perform its data protection obligations pursuant to its contract with us, we shall remain fully liable to you for that third-party processor’s failure to perform those data protection obligations.

12.6. We may, at any time on not less than 30 days’ notice, revise this Condition 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme in compliance with the Data Protection Legislation.

12.7. We will only use the Personal Data that is provided to us via our Property Management System, or through third party channels and API connections and integrations for the purposes of providing our Services. Typically this may include processing Personal Data relating to you, your employees (if any), and the Guest (such as names, contact details, position, booking times, payment and financial information, preferences).

12.8. In addition and separate to our data processing activities for you, you agree that we may use any Personal Data or other data provided by you or by the Guest for generating Statistical Data. Neither the Data Protection Legislation nor the other provisions of this Condition 12 will apply to such Statistical Data because it will not contain any of your or your Guests' identifiable Personal Data. We will own all rights to the Statistical Data immediately upon creation of the same and we may use such Statistical Data for any reason as we see fit including, without limitation, we may store, retain, delete, share, transfer, supply, license or sell such Statistical Data to any person for any purpose and/or use it for our own internal reports.

12.9. In respect of your or your personnel's personal data that you provide to us in order for us to administrate this Agreement and our business relationship with you, we will process such personal data as a Data Controller in accordance with our privacy notice, which can be found at <https://supercontrol.co.uk/privacy-policy>

12.10 To enable Booking Protect to offer you the opportunity to enrol in the XCover Program and to facilitate Booking Protect making XCover Refund Guarantees available to your Guests, you agree that we may pass Personal Data relating to you or your employees (including first name, last name, email address, property details including business name) to Booking Protect to facilitate the same and you acknowledge that Booking Protect shall become the "Data Controller" of such Personal Data, unless you have, by prior written notice, opted out of being enrolled on the XCover Program.

13. OWNERSHIP OF DATA

You retain ownership of any data held in the SuperControl® database that is associated with your Account (other than data associated with Reviews and reviewers held in connection with the UpFront Reviews Service, which will be owned by us). You may download such data at any time from the database associated with your Account.

14. SYSTEM AVAILABILITY AND SECURITY

14.1. We will use our reasonable endeavours to make the Property Management System, your Account and our Website available 24 hours a day/7 days a week. However, we will not be liable if for any reason the Property Management System, your Account or our Website is not available at any time or for any period. For more information on the steps and precautions we take to ensure maximum system availability, please see the [System Availability page](#) on our Website.

14.2. We shall not be liable for any delay, loss or damage caused due to circumstances beyond our reasonable control including, without limitation, computer bugs or viruses, any computer failure, any delay or non availability of the internet or any electronic or telephone communication system, power cuts or outages, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes. For more information on the steps and precautions we take to maximise system security, please view the [System Security](#) page of our Website.

15. EMAIL

15.1. SuperControl provides a facility to send transactional emails to Guests. SuperControl should not be used to send marketing or bulk emails to Guests. We provide an option to export email addresses to third party email systems for sending marketing or bulk emails. Clients found to be abusing our email system will be prevented from sending email from SuperControl.

15.2. If a Guest specifically requests that you don't send them future emails (unsubscribes) their email address should be immediately removed from your account.

15.3. SuperControl provides an option to enter your own privacy policy which will be linked from all relevant public-facing pages hosted by SuperControl. It is important that you complete this information. We also highly recommend that you include a privacy policy on your own website.

16. UPFRONT REVIEWS

16.1. You may elect to use our UpFront Review Service free of charge if you use SuperControl OWNER or AGENCY subject to the following [UpFront Reviews Terms & Conditions](#).

16.2. You agree that all links to [UpFrontReviews.com](#) and any Reviews on your website must be by means of one of the banners, widgets or APIs provided to you by us. 16.3. All Reviews are submitted by invitation only. The way we do that is to send e-mail requests, together with a Questionnaire, to people who booked self catering holiday accommodation from property owners and operators who use our Services. You will be notified by us by email when a Review is submitted in respect of one of your Properties. We will refrain from publishing the Review for a period of 48 hours in order to give you the opportunity to complain about the Review. Any complaints must be solely on the grounds set out in Conditions 6.5, 7 and 8 of our [UpFront Reviews Terms & Conditions](#). If you do not complain about the Review on these grounds within the 48 hour period it will be automatically published. On publication of the Review we will advise the person that submitted the Review that their Review has been published.

16.4. It is open to you to submit a complaint to us in respect of a Review solely on the grounds set out in Conditions 6.5, 7 and 8 of our [UpFront Reviews Terms & Conditions](#) after this 48 hour period.

16.5. Reviews that do not contravene Conditions 6.5, 7 or 8 of our [UpFront Reviews Terms & Conditions](#), even if critical of you or your Property, will be published and, in order to preserve the integrity of the Reviews, will not be edited or removed by us simply because they are critical.

16.6. You will be given the opportunity to respond to or comment on a Review. We reserve the right to amend or delete your response or comment if it is abusive, defamatory, untrue or otherwise unreasonable.

16.7. You agree that the person submitting the Review may do so without publishing their first name.

16.8. You are entitled to add custom questions to the Questionnaire we ask people submitting a Review to complete.

16.9. You may opt out or withdraw from our UpFront Review Service at any time. Business listings and Reviews will be removed by us within 48 hours of you doing so.

16.10. You agree to obtain the consent of any person who books self catering holiday accommodation with you by telephone to you passing their email address to us for the purpose of contacting that person to invite them to submit a Review. Where such person books with you online using SuperControl's online service, you agree that we may obtain such consent on your behalf for the same purpose.

17. GENERAL

17.1. If any provision of this Agreement is held by any court or other competent body to be invalid or unenforceable in law then the provision in question shall be omitted or amended in such a way as to be enforceable while giving effect to the intention of the provision and the other provisions shall not be affected.

17.2. We shall not be liable for any indirect, special or consequential loss whatsoever and howsoever suffered by you. Nothing in this Agreement shall limit our liability for any liability which cannot be excluded by law, for example for death or personal injury caused by our negligence.

17.3. This Agreement is personal to you and is non-transferable by you without our consent. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Agreement.

17.4. Nothing in this Agreement is intended to, or shall operate to, create a partnership between us and you. Neither SuperControl nor the Client shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

17.5. Our entire liability to you in respect of any loss or damage arising from any breach of our contractual obligations under this Agreement or for any representation, statement, tortious or delictual act including negligence shall be limited to the aggregate value of all fees paid by you to us in the immediately preceding period of twelve (12) months.

17.6. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

17.7. We reserve the right to amend any part of this Agreement from time to time upon giving you notice in writing (such notice may be by e-mail). By continuing to use the Property Management System and our Services, you shall be deemed to accept and agree to such changes to our Agreement with you.

17.8. This Agreement shall be governed by the laws of Scotland and you agree that the Scottish Courts will have exclusive jurisdiction to hear any disputes between us and you.

June 2024