



TERMS AND CONDITIONS FOR ONLINE MARKETPLACE

1. These terms

- 1.1. Quantitiv is a marketplace that allows users to source and purchase services ("**Services**") from construction consultants. These terms and conditions govern your use of our website (our "**Platform**").
- 1.2. Please read these terms carefully before you submit any order on our Platform. These terms tell you who we are, the conditions on which you may be a seller or a buyer on our Platform, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3. **By using our Platform, you agree to these terms.** If you are using our Platform as a representative of an entity, you are agreeing to these terms on behalf of that entity.

2. Information about us and how to contact us

- 2.1. We are Quantitiv Limited, a company registered in Hong Kong, trading as Quantitiv. Our company registration number is 2924058 and our registered office is at 14/F Manning House 38-48, Central.
- 2.2. For any questions or problems relating to our Platform, our Services or these terms, you can contact us by telephoning our customer service team at N/A or email us at contact@quantitiv.com or write to us at 14/F Manning House 38-48, Central.
- 2.3. We are the data controller in relation to our Platform and are responsible for your personal data. Please see Clause 13 and our privacy policy which is available at <https://www.quantitiv.com/privacy-policy> for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.
- 2.4. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.5. When we use the words "writing" or "written" in these terms, this includes emails.

3. Contracts for sale

- 3.1. We are a marketplace that allows users to offer, sell and buy Services. The actual contract for sale of Services is directly between the seller and the buyer. **We are not liable to any person in relation to an offer for sale, sale, or purchase of any Service listed on our Platform. We are not responsible for the enforcement of any contractual obligations between any buyer and any seller.**
- 3.2. We have no control over and we do not guarantee the existence, quality, safety or legality of the items offered or advertised on our Platform, the accuracy, completeness or truth of any content or listings posted by users, the credit worthiness of any user, the ability of sellers to sell or buyers to buy, or that a particular buyer and seller will complete a particular transaction.



- 3.3. We are not involved in any transaction between a buyer and a seller on our Platform save that we facilitate a marketplace for buyers and sellers and process payments on behalf of sellers.
- 3.4. We are not an agent of any buyer or seller.
- 3.5. A buyer may request quotations on the Platform as instructed on our Platform. A buyer may then choose to accept a written quotation at which time the buyer will pay our fee so that we can connect the buyer and seller. The seller will then provide a Statement of Work (SOW) to the buyer, in addition to any other terms that the Seller may wish to include in his contract with the buyer. A buyer's acceptance of a seller's SOW is the point at which a contract will come into existence between the seller and the buyer.
- 3.6. Our fees are listed on our website <https://www.quantitativ.com/>. We reserve the right to update or amend our fees without prior notice.
- 3.7. We will assign an order number to each order. Please tell us the order number whenever you contact us about your order.

4. Terms and conditions for sale

- 4.1. If you provide quotations on our Platform, you agree to comply with our rules for listing, content policies and selling practices from time to time in force, together with your obligations under the Master Services Agreement between you and us. **You are responsible for the accuracy, completeness and truth of the content of the listing and the Service offered.** We reserve the right to modify, suspend or delete any listing that violates our rules, policies and practices, or to improve user experience.
- 4.2. Whether your quotation is presented to the buyer generally depends upon the ease of understanding your quotation, the level of detail included, and the timing of its receipt by us. We have full discretion in determining whether your quotation(s) will be forwarded to the buyer, and our request for a quotation from you does not necessarily mean that your quote will be presented to the buyer.
- 4.3. We have full discretion in determining the appearance, placement and order of listings in search and browse results. The factors we may consider in making such a determination may include the buyer and seller's respective location, the search terms used, and the buyer and seller's respective history on the Platform.
- 4.4. All sellers on the Platform must clearly state the terms and conditions of sale ("**Seller's Terms**") in their listings, including the following information:
 - a. forms of accepted payment;
 - b. taxes and applicable government imposed fees (if any);
 - c. shipping method, costs and expected time;
 - d. return policy (e.g. the time period within which the buyer must notify the seller about return, who's responsible for the cost of return shipping); and
 - e. refund or replacement policy (e.g. the time period within which refund or replacement will be arranged).



- 4.5. You are responsible in keeping any content and information posted accurate and up to date. You should delete any listings that are no longer available.
- 4.6. You must comply with all applicable laws and regulations in providing, delivering or rendering the Services that you offer or sell.

5. Terms and conditions for requesting quotations and subscribing to a plan

- 5.1. The Customer must sign up as a member to Quantitiv's platform in order to use the Quantitiv's service. Details of the plans, and specific terms associated with them, are set out as follows:

Basic Plan

- Customer contacts Quantitiv to request quotes from up to three Construction consultants for the completion of a quantifiable portion of work (e.g. a discrete task, or a requirement to engage a consultant for a set period of time).
- Quantitiv sources quotes from up to three Construction consultants and presents them to Customer.
- Customer selects desired quote and pays Quantitiv's one-time connection fee to receive Construction consultant's contact details, and for the Customer's contact details to be shared with the Construction consultant.
- If the work is not commenced by the selected construction consultant within twenty-eight (28) days, Quantitiv will find a quotation from another construction consultant to complete the work for the customer. Quantitiv will endeavour to source up to three further quotations for the customer, but we reserve the right to source a consultant that, in the circumstances, we consider to be suitable for the customer's needs without prior consultation with or the consent of the customer.
- In order to enjoy the benefit of the above provision, the customer must inform Quantitiv that the original construction consultant has not commenced work within twenty-eight (28) calendar days of contact details being shared. If the customer does not inform Quantitiv within this time period, Quantitiv is under no obligation to return the fee(s) previously paid by the Customer to Quantitiv.
- If the customer has informed Quantitiv in accordance with the above time-bar and doesn't want to go ahead with an alternative, then the Customer must inform Quantitiv within seven (7) calendar days and Quantitiv will then refund fees paid to Quantitiv by the Customer.
- Quantitiv is not at any time responsible, or liable for fees paid by the Customer to construction consultants.

Premium Plan

By signing up to the Premium Plan, Customers can access the following features:

- Request quotations from up to three construction consultants



- Receive contact details of their preferred construction consultant without paying any additional fees.
- Receive thirty (30) minute telephone consultations with construction consultants on new Quantity Surveying, Planning/Scheduling, or Claims issues. The construction consultant(s) used in this consultation are strictly selected by Quantitiv and consultations are limited to new issues only. If a Customer wishes to arrange a consultation on an issue previously discussed, the Customer must request the delivery of quotations from up to three construction consultants via Quantitiv.
- Receive free basic reviews of correspondence drafted or received by the Customer, limited to documents of two typed A4 pages, or 1,000 words, whichever is the greater.
- A review means when a construction consultant reads, provides comment on, suggests alternative language and/or provides additional considerations for the Customer.
- Correspondence Review services are limited to Quantity Surveying, Planning/Scheduling, or Claims issues only.
- The construction consultant(s) used in this correspondence review are strictly selected by Quantitiv and reviews are limited to new issues only (i.e. a customer cannot arrange a correspondence review on an issue that has been discussed previously.)
- If a Customer wishes to arrange a correspondence review on a new document relating to a previously reviewed issue, the Customer must request the delivery of quotations from up to three construction consultants via Quantitiv.
- Where the customer wishes to arrange either a consultation or correspondence review, the Customer must contact Quantitiv and advise his preferred date(s) and time(s) in order for a consultation between the Customer and a Construction consultant, or a review, to be scheduled by Quantitiv.
- There are no refunds associated with the Premium Plan, though Quantitiv can offer a second opinion by an alternative construction consultant (selected by Quantitiv) if the works are completed inaccurately by a construction consultant. If the second opinion concurs exactly with the customer's opinion then Quantitiv will cover the cost of rectifying the inaccuracy by another construction consultant only – not any, further/other consequential costs. If, however, the second opinion agrees with the original construction consultant then the customer pays for the second opinion too.
- For the avoidance of doubt, the Premium Plan is purchased on a project-by-project basis and can only be used by the Customer in relation to a single project. If the Customer wishes to enjoy the benefits of the Premium Plan on another project, the Customer must purchase another Premium Plan.
- The Customer must settle the annual fee in full before he can begin enjoying the benefits of the Premium Plan.

6. Content

- 6.1. When providing content on or to our Platform, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, reproduce, process, adapt, modify, publish, display and distribute such content for the purposes of providing the Services to you and the promotion of our Platform.



- 6.2. For all content that you provide, you warrant that:
- a. the content is accurate, up to date and not misleading;
 - b. you own or otherwise control all necessary rights to meet your obligations under these terms regarding such content; and
 - c. the use of such content does not and will not infringe any intellectual property rights of any third party.
- 6.3. While we try to offer reliable information, we do not promise that any content or information provided on our Platform will be accurate, complete, up to date or always available. If and where we offer catalogs of listings, such catalogs may include Service images, descriptions and specifications provided by users or other third parties.
- 6.4. If you are buying Services, you agree that we are not responsible for examining or warranting any listings provided by any users. If you are selling Services, it is your responsibility to review the content of your listings for accuracy.
- 6.5. We do not take any responsibility, nor do we assume any liability, for any content provided by you or any third party. You agree not to hold us liable for any inaccurate or misleading content.

7. Buyer's rights to make changes

If a buyer wishes to make a change to the Service he has ordered prior to receiving quotes, please inform us. If a buyer wishes to make changes to the Service after having paid Quantitiv's fee and having been connected to the seller, please contact the seller. The seller has full discretion whether or not to accept the changes. The seller will let the buyer know about any changes to the price of the Service, the timing of supply or anything else which would be necessary as a result of the requested change and ask the buyer to confirm whether he wishes to go ahead with the change. If the seller cannot make the change or the consequences of making the change are unacceptable to the buyer, the buyer may request to end the contract (see Clause 9 - **A buyer's rights to end the contract**).

8. A seller's rights to make changes

- 8.1. Sellers may make minor changes to their Services from time to time in order to:
- a. reflect changes in relevant laws and regulatory requirements; and
 - b. implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect a buyer's use of the Service.
- 8.2. If a seller makes significant changes to their Services or the Seller's Terms for the Services, the seller will notify the buyer prior to the changes take effect. If the buyer does not accept the changes, the buyer may contact the seller to end the contract before the changes take effect and receive a refund for any Services paid for but not received.

9. A buyer's rights to end the contract

- 9.1. If a buyer becomes aware of any defect in all or part of the Services performed:



- a. the buyer must give notice in writing to the seller;
 - b. where the Services reported are found to be defective the seller will, at its option, re-perform the services or refund the price of such defective Services in full.
- 9.2. If a buyer is ending a contract for a reason set out below the contract will end immediately, the seller will refund the buyer in full for any Services which has not been provided and the buyer may also be entitled to compensation:
- a. the seller has told the buyer about an upcoming change to the Service or the Seller's Terms for the Service, which the buyer does not agree to (see Clause 8.2);
 - b. the seller has told the buyer about an error in the price or description of the Service ordered and the buyer does not wish to proceed;
 - c. there is a risk that supply of the Services may be significantly delayed because of events outside the seller's control; or
 - d. the seller has suspended supply of the Services for technical reasons, or notifies the buyer that the seller is going to suspend them for technical reasons, in each case for a period of more than four (4) weeks.
- 9.3. Even if a seller is not at fault, a buyer can still end the contract before it is completed (i.e. when the seller has finished providing the services and the buyer has paid for them) by giving notice in writing to the seller, provided that the buyer will pay reasonable compensation for the net costs the seller will incur as a result of ending the contract. In such case, the contract will end immediately. The seller will refund any advance payment the buyer has made for Services which will not be provided to the buyer.
- 9.4. To end the contract with a seller, select the relevant option in your account, or email our customer services at contact@quantitiv.com.
- 9.5. If a buyer ends the contract with a seller, the seller will refund the buyer the price the buyer paid for the Services, but the seller may deduct from the refund the price for the part of services already provided (up to the time the buyer informs the seller that the buyer is ending the contract with the seller) in proportion to the full price of the services.
- 9.6. If a refund is due, a seller must make the refund to the buyer as soon as possible.
- 10. A seller's rights to end the contract**
- 10.1. A seller may end the contract for a Service at any time by writing to a buyer if:
- a. the buyer does not, within a reasonable time, allow the seller access to the buyer's premises to supply the services; or
 - b. the buyer does not make any payment to the seller when it is due and still does not make payment within four (4) weeks of the seller reminding the buyer that payment is due.
- 10.2. If the seller ends the contract in the situations set out in Clause 10.1 the seller will refund any money the buyer has paid in advance for Services that have not been provided, but the seller



may deduct or charge reasonable compensation for the net costs the seller will incur as a result of the buyer breaking the contract.

11. Price and payment

- 11.1. The price of the Service will be the price indicated on the seller's quotation and SOW when a buyer places requests a quotation. Each seller must take all reasonable care to ensure that the price of the Service advised is correct.
- 11.2. It is always possible that, despite best efforts by the seller, some Services may be incorrectly priced on the Platform. If the correct price for the Service at a buyer's order date is less than the price stated to the buyer, the seller will charge the lower amount; but if it's higher than the price stated to the buyer, the seller will contact the buyer for instructions before accepting the buyer's order.
- 11.3. A buyer must pay for the Services by such time and in such manner as specified in the Seller's Terms.
- 11.4. If a buyer thinks an invoice is wrong please contact the seller promptly to let them know.

12. Our responsibility for loss or damage suffered by you

- 12.1. Subject to Clause 12.2:
 - a. all warranties, conditions, or terms relating to fitness for purpose, quality, or condition of the Services, whether express or implied by statute or common law or otherwise, are expressly excluded;
 - b. we shall not be liable to you (whether in contract, tort or otherwise) for any loss of profit or any indirect or consequential loss arising from or in connection with the provision of the Services; and
 - c. our total liability to you for all losses arising from or in connection with the use of the Platform shall be limited to the price of the relevant Services sold to you on our Platform.
- 12.2. Nothing in these terms will limit or exclude our liability for:
 - a. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (where applicable);
 - b. fraud or fraudulent misrepresentation; or
 - c. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13. Use of your personal information

- 13.1. When you register or otherwise use our Platform, you provide us with personal data which is collected and used in accordance with the terms of our Privacy Policy which is accessible at <https://www.quantitiv.com/privacy-policy>. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.



- 13.2. In the event you process personal data relating to a buyer or a seller for the purpose of effecting a transaction or otherwise using the Platform, you confirm and undertake that you will only process such personal data for the sole purpose of participating in the marketplace on the Platform and (where applicable) to supply the Services to buyers and you will apply all adequate technical and organisational measures to keep such personal data secure.

14. Entire agreement

- 14.1. These terms constitute the entire agreement between any user and us in relation to the use of the Platform. These terms supersede and extinguish all other agreements, promises, assurances, warranties, representations and understandings between any user and us, whether written or oral, in relation to the use of the Platform.
- 14.2. You acknowledge that you will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms.

15. Other important terms

- 15.1. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you do not wish to continue the contract with the transferee, you may contact us to end the contract within one (1) calendar month of us informing you of the proposed transfer and we will refund you any payments you have made in advance for Services not provided.
- 15.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

16. Governing law and dispute resolution

- 16.1. These terms are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 16.2. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Hong Kong International Arbitration Centre via their website at <https://www.hkiac.org/>. Hong Kong International Arbitration Centre will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.



These terms may be updated from time to time and we will make reasonable endeavours to notify you of these updates but you must check here if you are in any doubt.

These terms were last updated: 22 June 2020