

# Subscriber terms and conditions

*Last updated: 13 May 2026*

*Effective from: 13 May 2026*

## How these Terms are structured

These Subscriber Terms and Conditions (the "Terms") are organised in three parts:

- Part A: Common provisions. These apply to every subscriber, regardless of whether the subscriber is a business or a consumer.
- Part B: Provisions for commercial subscribers. These apply only to subscribers who subscribe in the course of a business, profession, trade, or organisation.
- Part C: Provisions for consumer subscribers. These apply only to subscribers who subscribe as individuals for purposes wholly or mainly outside any business, profession, or trade.

Whether you are a commercial subscriber or a consumer subscriber is determined by UK law applied to the substance of who you are and how you intend to use the Platform; we do not ask you to declare it at checkout. Clause 17 explains how this is determined. If a clause in Part B or Part C addresses the same subject as a clause in Part A, the Part B or Part C clause applies to you in place of the Part A clause to the extent of any conflict.

Your statutory rights as a consumer are not affected by these Terms. Where any clause would have the effect of excluding or limiting a right that cannot be excluded or limited under English law, that clause is read down or disapplied to the extent necessary to comply with the law.

## Part A: Common provisions

### 1. Introduction and definitions

1.1 These Terms govern your subscription to and use of the Ortelias platform (the "Platform"), operated by Hawkeye Land Limited, a company registered in England and Wales under company number 12262268, with registered office at 1-2 Rhodium Point, Spindle Close, Hawkinge, Folkestone, Kent, CT18 7TQ ("Ortelias", "we", "us", "our").

1.2 Ortelias is a trading name of Hawkeye Land Limited. References to "Ortelias" in these Terms mean Hawkeye Land Limited trading as Ortelias.

1.3 By subscribing to or using the Platform, you agree to be bound by these Terms. If you do not agree, you must not subscribe to or use the Platform.

1.4 In these Terms:

- "Acceptable Use" means the rules of conduct set out in clause 4.
- "Account Owner" means the legal person (a company, organisation, or individual) that holds the subscription and is liable for the subscription fees.
- "Commercial Subscriber" means a subscriber to whom Part B applies, as determined by clause 17.
- "Consumer Subscriber" means a subscriber to whom Part C applies, as determined by clause 17.
- "Fair Use Policy" means the policy published at [ortelias.com/fair-use](https://ortelias.com/fair-use), as updated from time to time.
- "Office Administrator" has the meaning given in clause 3.2.
- "Platform" means the Ortelias platform, accessible at [ortelias.com](https://ortelias.com) and through the Ortelias subscriber website.
- "Privacy Policy" means the policy published at [ortelias.com/privacy](https://ortelias.com/privacy), as updated from time to time.
- "Seat Holder" has the meaning given in clause 3.2.
- "Stripe" means Stripe Payments Europe, Limited or its affiliated entity that processes payments for the Platform.
- "Subscription" means the subscription to the Platform held by an Account Owner under these Terms.
- "Super Administrator" has the meaning given in clause 3.2.
- "VAT" means United Kingdom value added tax at the prevailing rate.

## 2. The Platform

2.1 The Platform is a subscription website that aggregates publicly available development land listings from estate agent websites across the United Kingdom and presents them to subscribers through search, listing, and AI-assisted discovery tools.

2.2 Ortelias is an intermediary that aggregates and presents listing information published by third-party estate agents on their public websites. Ortelias does not own, sell, broker, or transact in any land or property. Ortelias is not an estate agent, is not a party to any transaction between subscribers and listing agents, and does not provide planning, valuation, legal, surveying, or other professional advice.

2.3 All transactions, enquiries, and dealings in respect of any listing are conducted directly between the subscriber and the listing agent or other

relevant third party. Ortelias has no role in those transactions and accepts no responsibility for them.

### **3. Subscription, seats, and access**

3.1 Subscriptions are sold by number of seats. The available seat tiers and the pricing for each tier are published on [ortelias.com](https://ortelias.com) and may be updated from time to time. The number of seats included in your Subscription is the number you select at checkout.

3.2 Account roles. Every Subscription has one Super Administrator and a number of Seat Holders equal to the number of seats purchased. Where the Subscription includes more than one seat, the Super Administrator may also create one or more offices and appoint Office Administrators to manage them.

The Super Administrator is the person who creates the Subscription on behalf of the Account Owner. The Super Administrator occupies one of the seats purchased under the Subscription and is also a Seat Holder. The Super Administrator has authority to manage every aspect of the Subscription, including allocating seats, creating offices (where the Subscription includes more than one seat), appointing Office Administrators, reassigning seats, and reorganising the Subscription within the total seat allocation purchased.

An Office Administrator may be appointed by the Super Administrator for any office the Super Administrator creates. An Office Administrator occupies one of the seats allocated to the office they manage and is also a Seat Holder. The Office Administrator manages the seats allocated to that office, including inviting and removing Seat Holders within the seat allocation for that office. Office Administrators exist only where the Super Administrator has chosen to create offices.

A Seat Holder is any individual who occupies a seat under the Subscription and uses the Platform. The obligations in these Terms that apply to Seat Holders apply to every Seat Holder, including the Super Administrator and any Office Administrators in their capacity as Seat Holders.

3.3 Seats are reassignable. If a Seat Holder leaves the Account Owner's organisation or no longer requires access, the seat may be reassigned to another individual at any time, within the total seat allocation purchased. Each seat is bound to a specific email address. Access to the Platform is personal to the Seat Holder occupying that seat and must not be shared. The email address bound to the seat, the one-time login codes issued to that email address, and any active session must not be used or accessed by any person other than the Seat Holder to whom the seat is assigned.

3.4 Transfer of the Super Administrator role. The Super Administrator role may be transferred to another individual on the written request of the Account Owner. A transfer takes effect when we confirm it in writing. On transfer:

- if the new Super Administrator is already a Seat Holder under the Subscription, they continue to occupy the same seat and assume the Super Administrator role in addition;
- if the new Super Administrator is not already a Seat Holder, the seat occupied by the previous Super Administrator is reassigned to them, and the previous Super Administrator ceases to be a Seat Holder;
- the same procedure applies to the transfer of an Office Administrator role.

3.5 Authentication. The Platform uses email-based magic-link authentication. To log in, a Seat Holder enters their email address on the login page and receives a one-time code by email. They enter that code on the Platform to gain access. There is no password.

3.6 You acknowledge that the security of a Seat Holder's Platform access depends on the security of their email account. It is the Seat Holder's and the Account Owner's responsibility to maintain the security of email accounts associated with the Subscription. Login codes and login emails are personal to the Seat Holder and must not be forwarded, shared, or used by anyone other than the Seat Holder to whom they are issued.

3.7 Activation. Access to the Platform is granted only once payment has been received and confirmed by Stripe. Until access is granted, no Seat Holder may use the Platform.

## **4. Acceptable use**

4.1 You and each Seat Holder agree to use the Platform only for lawful purposes and in compliance with these Terms.

4.2 You and each Seat Holder must not:

- share login codes, login emails, or active sessions with any person other than the Seat Holder to whom the seat is assigned, or permit any person other than an authorised Seat Holder to use the Platform under your Subscription;
- use the Platform, or any data obtained from it, for any unlawful purpose, or to do anything fraudulent, harmful, harassing, defamatory, or that infringes the rights of any other person;
- use any automated system, scraper, crawler, robot, or other tool to extract, copy, store, reproduce, or harvest data from the Platform;
- resell, sublicense, redistribute, publish, or otherwise commercially exploit any content obtained from the Platform, except for your own internal business use under your Subscription;
- use the Platform, or data obtained from it, to compile or contribute to any database, product, or service that competes with the Platform, including any aggregator, listing service, or lead discovery service;

- reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or underlying logic of the Platform;
- introduce or transmit any virus, worm, trojan, or other malicious or harmful code through the Platform;
- attempt to gain unauthorised access to the Platform, to other subscribers' accounts, or to any servers, networks, or systems connected with the Platform;
- use the Platform in any way that could damage, disable, overburden, impair, or interfere with the Platform or any other subscriber's use of it;
- do anything that brings the Platform or Ortelias into disrepute, or that could reasonably be expected to do so.

4.3 We may suspend or terminate your Subscription, or any individual Seat Holder's access, with or without notice, if we reasonably believe that you or a Seat Holder have breached this clause 4. Suspension and termination consequences are set out in clauses 11 and (for commercial subscribers) Part B or (for consumer subscribers) Part C.

## 5. Fair use

5.1 Your use of the Platform is subject to the Fair Use Policy at [ortelias.com/fair-use](https://ortelias.com/fair-use).

5.2 The Fair Use Policy sets out the operational limits that apply to your use of the Platform, currently focused on the number of searches a Seat Holder may run and concurrent sessions per seat. We may update the Fair Use Policy from time to time to reflect changes in the way the Platform is used. We will notify subscribers of material changes by email or through the Platform.

5.3 If your use of the Platform exceeds the limits set out in the Fair Use Policy, we may, in our reasonable discretion, throttle your access, suspend your access, or contact you to discuss usage. We will not impose additional charges for excess use without first notifying you and giving you a reasonable opportunity to bring your use within the published limits.

## 6. No reliance and AI outputs

6.1 The Platform is provided as a research and discovery tool to help subscribers find development land opportunities marketed by estate agents. Listing information is sourced from third-party estate agent websites and may contain errors, omissions, or be out of date. Listings may be withdrawn, sold, modified, or repriced by the listing agent without notice to Ortelias.

6.2 You must independently verify any information obtained from the Platform, including listing details, prices, planning status, agent contact information, and any data point relevant to a decision you propose to make. The Platform is not a substitute for professional advice from a planning consultant, surveyor, solicitor,

valuer, or other qualified professional. Ortelias does not provide professional advice of any kind.

6.3 No decision regarding the acquisition of land, the making of an offer, the entering of any contract, or any related commercial matter should be made solely or primarily on the basis of information obtained from the Platform.

6.4 The Platform incorporates artificial intelligence features, including the Ortelias AI assistant. AI outputs are generated by automated systems and may contain inaccuracies, omissions, errors, or fabrications. AI systems can produce confident-sounding outputs that are factually incorrect or that do not reflect the underlying data.

6.5 You acknowledge that any output from the Ortelias AI must not be relied upon as definitive, authoritative, or correct, and must be independently verified before being acted upon. Ortelias makes no warranty as to the accuracy, completeness, or reliability of AI outputs and accepts no responsibility for decisions made on the basis of AI outputs.

6.6 To provide the Ortelias AI, your inputs (such as the questions you ask the AI assistant) may be processed by third-party artificial intelligence service providers. We use these providers under contract and require them to handle your inputs in accordance with our Privacy Policy. We do not permit those providers to use your inputs to train their general-purpose AI models, except where the input has been anonymised and aggregated and cannot be linked back to you.

## **7. Use of subscriber data**

7.1 We may collect data about subscriber activity on the Platform, including search behaviour, listing engagement, brief composition, and feature usage.

7.2 We may use this data, in anonymised and aggregated form, for any lawful business purpose. This includes (without limitation):

- improving and developing the Platform, including the development of new features and the training and improvement of our internal systems and analytics;
- producing market intelligence and insights about the development land market, including trends, hot spots, asset class demand, and the impact of policy or regulatory changes on demand patterns;
- publishing market commentary and analysis, including in articles, reports, social media, conference presentations, and media engagement;
- engaging with government, regulators, industry bodies, and policy stakeholders, including providing data-driven submissions, briefings, and intelligence on the state of the development land market;

- providing aggregated analytics to listing agents about engagement with their listings;
- developing, marketing, and selling data products, market reports, and intelligence packages to subscribers and to third parties.

7.3 In every case where we use subscriber activity data under clause 7.2, we will ensure that the data is anonymised and aggregated to a level at which individual subscribers cannot be identified, either directly or by combining the data with other information reasonably available to a recipient. We will not publish or sell data that identifies any individual subscriber, any specific Seat Holder, or any specific search or brief made by a subscriber.

7.4 Our processing of personal data is described in our Privacy Policy.

## **8. Intellectual property**

8.1 All software, design, content, structure, and underlying technology comprising the Platform, and all intellectual property rights in them, are owned by Hawkeye Land Limited or its licensors. Listing content displayed on the Platform may be the property of the originating estate agent or other third parties, and is presented on the Platform with attribution to the originating agent.

8.2 We grant you, for the duration of your active Subscription, a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Platform for your own internal use under these Terms. No other rights are granted, expressly or by implication.

8.3 The Ortelias database is a database in which Hawkeye Land Limited has made substantial investment in obtaining, organising, and presenting the contents. The database, its structure, and the selection and arrangement of its contents are protected by copyright, the database right under the Copyright and Rights in Databases Regulations 1997, and the Acceptable Use rules in clause 4. The protection in this clause concerns the curation, structure, and presentation of the database; it does not amount to any warranty or representation by us as to the accuracy, completeness, or current status of any underlying listing content, which remains as published by the originating estate agent and is subject to the no-reliance position in clause 6.

### **\*\*8A. Protection of intellectual property and enforcement\*\***

8A.1 You acknowledge that breach of clauses 4 (Acceptable Use), 5 (Fair Use), 8 (Intellectual Property), or 9 (Confidentiality) may cause us serious harm that cannot adequately be compensated by damages alone, including damage to the integrity of the Ortelias database, loss of competitive advantage, and harm to our relationships with listing agents and subscribers.

8A.2 In the event of a breach or threatened breach of those clauses, we may, in addition to any other remedy available to us at law or in equity, seek injunctive relief without the requirement to prove special damage and without the obligation to provide security or undertaking. Nothing in clauses 8A.1 or 8A.2 limits any other remedy available to us, including damages, an account of profits, or recovery of our reasonable costs of investigation and enforcement.

8A.3 The provisions of this clause 8A survive termination of your Subscription.

## **9. Confidentiality**

9.1 In the course of your use of the Platform, you may have access to information that is not publicly available and that we treat as confidential, including the structure or composition of the Ortelias database, internal product features, AI prompts and operational logic, search and engagement analytics not made public by us, and any pricing arrangements offered to you outside of our published rates ("Confidential Information"). You agree to keep Confidential Information confidential, to use it only for the purposes for which it was provided to you, and not to disclose it to any third party without our prior written consent. This obligation continues during the term of your Subscription and for twelve months after the Subscription ends.

9.2 The obligation in clause 9.1 does not apply to information that is or becomes publicly available other than through your breach of these Terms, that you can demonstrate was already lawfully in your possession before disclosure to you, or that you are required to disclose by law or regulatory authority.

## **10. Service availability**

10.1 We will use commercially reasonable endeavours to make the Platform available to subscribers. We do not, however, warrant that access to the Platform will be uninterrupted, error-free, or available at any particular time, and we do not commit to any specific uptime level under these Terms.

10.2 We may from time to time carry out planned maintenance on the Platform. Where practicable, we will give advance notice of planned maintenance and will schedule it outside core working hours.

10.3 We may also need to suspend access to the Platform without notice in response to security incidents, urgent technical issues, or events beyond our reasonable control. We will restore access as soon as reasonably practicable.

## **11. Suspension and modification of the Platform**

11.1 We may modify, suspend, or discontinue any part of the Platform at any time, including features, functionality, content sources, and integrations. We will use reasonable efforts to notify subscribers of material changes in advance, where practicable.

11.2 If we suspend or terminate your Subscription, or any Seat Holder's access, in response to a breach of these Terms, the consequences for fees paid are set out in Part B (for Commercial Subscribers) or Part C (for Consumer Subscribers).

## **12. Force majeure**

12.1 We shall not be liable for any failure or delay in performing our obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond our reasonable control, including acts of God, fire, flood, war, terrorism, civil disturbance, government action, labour disputes, failure of utilities or telecommunications networks, denial-of-service attacks, cyber-attacks, or failure of third-party service providers.

## **13. Assignment**

13.1 Commercial Subscribers may not assign, transfer, or sub-contract their rights or obligations under these Terms without our prior written consent.

13.2 Consumer Subscribers may not transfer their Subscription to another person.

13.3 We may assign, transfer, or novate our rights and obligations under these Terms to any successor entity, including in connection with any reorganisation, sale, merger, or acquisition of our business. Where any such transfer would materially affect your rights, we will give you notice and (for Consumer Subscribers) a reasonable opportunity to cancel.

## **14. Changes to these Terms**

14.1 We may update these Terms from time to time. The updated Terms take effect on the date stated at the top of the document.

14.2 We will notify subscribers of material changes by email or through the Platform.

14.3 If you do not agree to a change, you may cancel your Subscription. For Commercial Subscribers, the cancellation provisions in Part B apply. For Consumer Subscribers, the cancellation provisions in Part C apply.

14.4 Continued use of the Platform after the effective date of updated Terms constitutes acceptance of those Terms, subject to your right to cancel under clause 14.3.

## **15. Governing law and jurisdiction**

15.1 These Terms are governed by the laws of England and Wales.

15.2 For Commercial Subscribers, any dispute arising under or in connection with these Terms is subject to the exclusive jurisdiction of the courts of England and Wales.

15.3 For Consumer Subscribers, the courts of England and Wales have non-exclusive jurisdiction. If you live in Scotland or Northern Ireland, you may also bring proceedings in the courts of those jurisdictions. Nothing in these Terms affects your rights as a consumer to rely on any mandatory provisions of the law of the country in which you are habitually resident.

## **16. Contact**

16.1 For questions about these Terms before you subscribe, contact us at [hello@ortelias.com](mailto:hello@ortelias.com). For questions about your Subscription once you are a Subscriber, contact us at [support@ortelias.com](mailto:support@ortelias.com).

16.2 For technical issues, contact [support@ortelias.com](mailto:support@ortelias.com).

16.3 For matters relating to listing agents and partnerships, contact [partners@ortelias.com](mailto:partners@ortelias.com).

## **17. Determination of subscriber type**

17.1 You are a Commercial Subscriber if you subscribe to the Platform in the course of a business, profession, trade, or organisation. This includes subscriptions purchased by a company, partnership, sole trader, public body, charity, or other organisation, and subscriptions purchased by an individual acting in a professional capacity (for example, a self-employed planning consultant, surveyor, valuer, or developer).

17.2 You are a Consumer Subscriber if you subscribe to the Platform as an individual for purposes wholly or mainly outside any business, profession, or trade. The clearest example is an individual subscribing to research land for a self-build project for their own home.

17.3 The classification reflects UK consumer protection law (in particular the Consumer Rights Act 2015 and the Digital Markets, Competition and Consumers Act 2024) and is determined by the substance of who you are and how you intend to use the Platform. We do not ask you to declare your classification at checkout, and the product or plan you choose to subscribe to does not determine your classification: a consumer who subscribes to a plan designed for commercial subscribers remains a Consumer Subscriber under these Terms, and is entitled to the protections in Part C.

17.4 If you subscribe and it later becomes apparent that you are a Consumer Subscriber and have been treated as a Commercial Subscriber (or vice versa), the correct Part of these Terms will apply to your Subscription from the date the correct classification is established. Where a consumer protection in Part C applies retrospectively as a matter of law, that protection will be honoured for the period since your Subscription began.

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## **Part B: Provisions for commercial subscribers**

### **B1. Application of Part B**

B1.1 Part B applies if you are a Commercial Subscriber as determined by clause 17. Where Part B addresses the same subject as Part A, Part B applies in place of Part A to the extent of any conflict.

### **B2. Pricing**

B2.1 Subscription prices for the products and plans available on the Platform are published on [ortelias.com](https://ortelias.com). The price you pay is the price published for the product and plan you select at checkout. All prices are exclusive of VAT, which is added at the prevailing rate at checkout.

B2.2 Two billing options are available for the products and plans currently offered:

- Quarterly: charged at the published quarterly rate for the product and plan selected, billed in advance every three months.
- Annual: charged at the published annual rate for the product and plan selected, billed in advance every twelve months. The annual rate represents a discount on the equivalent quarterly rate.

B2.3 Subscribers who first subscribe before 31 July 2026 are eligible for the founding subscriber rate published for the product and plan purchased. The founding subscriber rate is locked for twelve months from the date the Subscription begins, regardless of any change to the standard rate during that period. After that twelve-month period, the Subscription renews at the then-prevailing standard rate for the product and plan held, subject to clause B5.

### **B3. Payment and billing**

B3.1 Payment is processed by Stripe. By subscribing, you authorise Ortelias and Stripe to take recurring payment at the frequency and rate of the option you select.

B3.2 If a payment fails, we will attempt to take payment again in accordance with our standard retry schedule. If payment continues to fail, we may suspend access to the Platform until payment is received. Failure to pay does not relieve you of your obligation to pay for the period of the Subscription that has begun.

### **B4. Cancellation, minimum term, and renewal**

B4.1 Minimum term. By subscribing, you commit to the full term of the billing option selected:

- Quarterly: a minimum term of three months from the date the Subscription begins or renews.

- Annual: a minimum term of twelve months from the date the Subscription begins or renews.

B4.2 Auto-renewal. Subscriptions automatically renew at the end of each minimum term for a further term of the same length, unless cancelled in accordance with clause B4.3.

B4.3 Cancellation. You may cancel your Subscription at any time. The primary cancellation route is self-service through the Stripe customer portal, accessible at <https://billing.stripe.com/p/login/cNicN4dk0c3C2hn7cJ83C00> and from the footer of [ortelias.com](https://ortelias.com). Cancellation through the customer portal is registered immediately and prevents the next renewal. Your access to the Platform continues until the end of your current paid billing period. As a parallel route, you may also cancel by sending an email to [cancellations@ortelias.com](mailto:cancellations@ortelias.com) from the email address registered with your Subscription; an email cancellation takes effect when we receive and process it. To prevent the next renewal by email, your cancellation must be received at least seven days before the date on which the next renewal would otherwise take place. Cancellations received fewer than seven days before the renewal date take effect at the end of the renewal term that follows. Cancellation does not give rise to a refund of fees paid for the current term; the no-refund position in clause B4.4 is preserved.

B4.4 Effect of cancellation. When a Subscription is cancelled:

- access to the Platform continues until the end of the current term;
- no refund is provided for the current term, in whole or in part. Quarterly Subscriptions have been paid in advance for the full quarter; annual Subscriptions have been paid in advance for the full year;
- at the end of the current term, all Seat Holders associated with the Subscription, including the Super Administrator and any Office Administrators, lose access to the Platform.

B4.5 Discretionary refunds. We may, at our discretion, offer refunds in exceptional circumstances. Any refund offered is at our sole discretion and does not create any entitlement to refund in any other circumstance.

B4.6 Termination by us for breach. If we terminate your Subscription under clause 4.3 (Acceptable Use breach) or for non-payment, no refund is provided in respect of the period after termination.

B4.7 Changing product, plan, or seat tier. You may change the product, plan, or seat tier of your Subscription at renewal by selecting the new option through the process we publish on [ortelias.com](https://ortelias.com). Mid-term upgrades to a higher-priced product, plan, or seat tier may be permitted at our discretion, in which case the price difference will be calculated on a pro-rata basis for the remainder of the current term and charged immediately. Mid-term downgrades to a lower-priced

product, plan, or seat tier are not permitted; downgrades take effect at the start of the next billing period.

## **B5. Pricing changes at renewal**

B5.1 We may change the price of any Subscription at renewal. Any change to the price applicable to your Subscription will be notified to you at least thirty days before the renewal date.

B5.2 If you do not accept the new price, you may cancel your Subscription in accordance with clause B4.3. If you do not cancel, you will be deemed to have accepted the new price and your Subscription will renew at the new rate.

## **B6. Limitation of liability**

B6.1 Subject to clause B6.3, our total aggregate liability to you arising under or in connection with these Terms or your use of the Platform, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total subscription fees paid by you to us in the twelve months immediately preceding the event giving rise to the claim.

B6.2 Subject to clause B6.3, we shall not be liable for any indirect, consequential, special, punitive, or exemplary loss, or for any loss of profit, loss of business, loss of opportunity, loss of anticipated savings, loss of contracts, loss of goodwill, loss or corruption of data, or wasted expenditure, in each case howsoever arising.

B6.3 Nothing in these Terms shall exclude or limit our liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any other liability that cannot be excluded or limited under English law; or your liability for: (d) breach of clauses 4 (Acceptable Use), 5 (Fair Use), 8 (Intellectual Property), 8A (Protection of intellectual property and enforcement), or 9 (Confidentiality) of these Terms; (e) any unlawful or wilful misconduct on your part.

## **B7. Capacity warranty**

B7.1 By subscribing as a Commercial Subscriber, you warrant that:

- you are subscribing in the course of a business, profession, trade, or organisation, and not as a consumer;
- the person creating the Subscription has authority to bind the Account Owner to these Terms; and
- the Account Owner is identified accurately at checkout.

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## **Part C: Provisions for consumer subscribers**

### **C1. Application of Part C**

C1.1 Part C applies if you are a Consumer Subscriber as determined by clause 17. Where Part C addresses the same subject as Part A, Part C applies in place of Part A to the extent of any conflict.

C1.2 Part C reflects your statutory rights as a consumer under UK law, including the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and (when in force) the subscription contracts regime under Part 4 Chapter 2 of the Digital Markets, Competition and Consumers Act 2024. If anything in these Terms appears to limit your statutory rights, the statutory rights take precedence.

### **C2. Pricing**

C2.1 The prices applicable to the products and plans available on the Platform are published on [ortelias.com](https://ortelias.com). The price you pay is the price published for the product and plan you select at checkout. Prices shown to Consumer Subscribers are inclusive of VAT.

C2.2 You may subscribe to any product or plan published on [ortelias.com](https://ortelias.com). The same products and plans are available to all subscribers; the protections in Part C apply to you because you are a Consumer Subscriber, regardless of which product or plan you choose.

### **C3. Payment and billing**

C3.1 Payment is processed by Stripe. By subscribing, you authorise Ortelias and Stripe to take recurring payment at the frequency and rate of the product and plan you select. Available billing frequencies (for example, monthly, quarterly, or annual) are published on [ortelias.com](https://ortelias.com) for each product and plan, and the frequency you select at checkout applies for the duration of your Subscription unless you change it at renewal in accordance with these Terms.

C3.2 If a payment fails, we will attempt to take payment again in accordance with our standard retry schedule. If payment continues to fail, we may suspend access to the Platform until payment is received.

### **C4. Cooling-off rights**

C4.1 Initial cooling-off period. As a Consumer Subscriber, you have the right to cancel your Subscription within fourteen days of the day after the day on which the Subscription is entered into, without giving any reason. This is your statutory cooling-off period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

C4.2 If you do not tick the box at checkout to make the express request and acknowledgement in clause C4.2, access to the Platform will not begin until the cooling-off period has ended. You retain your right to cancel during that period and, if you do cancel, you will receive a full refund within fourteen days of our receiving your cancellation, with no deduction for any usage of the Platform during the cooling-off period.

C4.3 How to exercise your cooling-off right. To exercise the cooling-off right under this clause C4 you must communicate to us, within fourteen days of the day on which your Subscription was entered into, that you are exercising your cooling-off right and that you wish to cancel. You may communicate this by emailing [cancellations@ortelias.com](mailto:cancellations@ortelias.com) from the email address registered with your Subscription, stating clearly that you are exercising the cooling-off right under clause C4, or by submitting the model cancellation form set out in Schedule 1 to these Terms. Cancellation through the Stripe customer portal alone, without an accompanying communication to [cancellations@ortelias.com](mailto:cancellations@ortelias.com), is treated as a standard end-of-billing-period cancellation under clause C5 and does not engage the cooling-off refund right.

C4.4 Renewal cooling-off. Where your Subscription auto-renews and the renewal extends the Subscription beyond a year, you have a further cooling-off right of fourteen days from the date of renewal, in line with the subscription contracts regime under Part 4 Chapter 2 of the Digital Markets, Competition and Consumers Act 2024 (the "DMCC subscription regime"). We will treat this right as available from the launch of the Platform, ahead of formal commencement of the DMCC subscription regime, so that you do not need to wait for the regime to come into force to benefit from it. The provisions of clauses C4.2 to C4.2 apply equally to a renewal cooling-off cancellation, and clause C4.3 governs how to exercise it.

## **C5. Cancellation and renewal**

C5.1 You may cancel your Subscription at any time. The primary cancellation route is self-service through the Stripe customer portal, accessible at <https://billing.stripe.com/p/login/cNicN4dk0c3C2hn7cJ83C00> and from the footer of [ortelias.com](https://ortelias.com). Cancellation through the customer portal takes effect immediately on submission and prevents the next renewal. As a parallel route, you may also cancel by sending an email to [cancellations@ortelias.com](mailto:cancellations@ortelias.com) from the email address registered with your Subscription; an email cancellation takes effect when we receive and process it. Either route is acceptable; you do not need to give a reason for cancelling.

C5.2 Cancellation outside cooling-off. Outside the cooling-off periods set out in clause C4, cancellation takes effect at the end of the current billing period. You will retain access to the Platform until that date. We do not provide refunds for the current billing period unless required to do so by law.

C5.3 Auto-renewal. Subscriptions automatically renew at the end of each billing period unless cancelled. Cancellation through the Stripe customer portal prevents the next renewal as soon as it is submitted. To prevent the next renewal by email, your cancellation must be received at least seven days before the renewal date. The cooling-off right in clause C4.4 applies in addition to this.

## **C6. Renewal reminders**

C6.1 We will send you a reminder approximately fifteen days before each renewal of your Subscription, regardless of whether your Subscription is monthly, quarterly, or annual. The reminder will include the renewal date, the renewal price, the length of the new term, a clear statement that the Subscription will continue and you will be charged unless you cancel, and clear instructions on how to cancel before renewal through the Stripe customer portal or by emailing [cancellations@ortelias.com](mailto:cancellations@ortelias.com).

The content and presentation of the reminder are designed to satisfy the notice requirements expected under the DMCC subscription regime.

C6.2 The reminder timing in clause C6.1 represents our launch position. When the DMCC subscription regime is brought into force, any further changes required by it (including any change to the reminder window or additional reminders) will be implemented without requiring re-issue of these Terms. When that regime is brought into force, any further changes required by it (including any change to the precise reminder window or required notice content) will be implemented without requiring re-issue of these Terms. Where the DMCC subscription regime provides for a renewal cooling-off period of fourteen days for renewals that extend a subscription beyond a year, that right is also expressly recognised in clause C4.4 and is available to Consumer Subscribers regardless of whether the regime has formally commenced. Cancellation at any time, including following receipt of a reminder, is available through the same routes as initial cancellation under clause C5.1.

## **C7. Pricing changes at renewal**

C7.1 We may change the price of any Subscription at renewal. Any change to the price applicable to your Subscription will be notified to you at least thirty days before the renewal date.

C7.2 If you do not accept the new price, you may cancel your Subscription in accordance with clause C5. If you do not cancel, your Subscription will renew at the new rate, subject to your renewal cooling-off right under clause C4.4.

## **C8. Refunds**

C8.1 We will provide refunds in the circumstances set out in clause C4 (cooling-off cancellation) and where required by law. We may, at our discretion, offer

refunds in other exceptional circumstances. Any discretionary refund does not create any entitlement to refund in any other circumstance.

C8.2 Refunds are made using the same payment method you used to subscribe, unless agreed otherwise. We will process refunds without undue delay and in any event within fourteen days of the cancellation taking effect.

## **C9. Limitation of liability**

C9.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the contract.

C9.2 We are not responsible for losses you suffer where the service provided to you (the Platform) does not affect those losses, for example losses you suffer in the course of running a business. Subject to clause C9.4, we shall not be liable for any business losses, loss of profit, loss of business, business interruption, or loss of business opportunity.

C9.3 Our total liability to you arising under or in connection with these Terms shall not, except as provided in clause C9.4, exceed an amount equal to the higher of: (a) one hundred pounds (£100); or (b) the total subscription fees paid by you to us in the twelve months immediately preceding the event giving rise to the claim.

C9.4 Nothing in these Terms shall exclude or limit our liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of any term implied by Chapter 4 of the Consumer Rights Act 2015 (services to be performed with reasonable care and skill, information about the trader to be binding, reasonable price to be paid for a service, or service to be performed within a reasonable time); or (d) any other liability that cannot be excluded or limited under English law.

## **C10. Statutory rights**

C10.1 Nothing in these Terms affects your legal rights as a consumer under English law. If you would like more information about your legal rights, contact your local Citizens Advice Bureau or visit the Citizens Advice website at [citizensadvice.org.uk](http://citizensadvice.org.uk).

## **Schedule 1: Model cancellation form (for Consumer Subscribers)**

Use this form to communicate that you are exercising your cooling-off right under clause C4 of these Terms. Send the completed form to [cancellations@ortelias.com](mailto:cancellations@ortelias.com) within fourteen days of the day on which your Subscription was entered into. You may also exercise the cooling-off right by emailing [cancellations@ortelias.com](mailto:cancellations@ortelias.com) directly with a clear statement that you are exercising the cooling-off right; use of this form is not mandatory. Cancellation through the Stripe customer portal alone, without an accompanying communication, is treated as a standard end-of-billing-period cancellation under clause C5 and does not engage the cooling-off refund right.

To: Hawkeye Land Limited, [cancellations@ortelias.com](mailto:cancellations@ortelias.com).

I hereby give notice that I cancel my contract for the supply of the following service:

Subscription type: \_\_\_\_\_

Subscribed on: \_\_\_\_\_

Name of consumer: \_\_\_\_\_

Address of consumer: \_\_\_\_\_

Email used to subscribe: \_\_\_\_\_

Signature (only if this form is sent on paper): \_\_\_\_\_

Date: \_\_\_\_\_

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