

End User Licence Agreement (EULA)

About our terms of use and services

These terms of use apply to your use of our Site (as defined below) and the services provided through our Site which include accessing content and information ("**Content**") from our Site (the "**Services**").

We reserve the right to change the terms of this EULA from time to time and we will notify you of such changes the next time you access the Site. These terms and conditions were last updated on 27-08-2020. Your continued access or use of this Site after such change signifies your acceptance of the updated or modified EULA.

The Services are provided by Ask Products Ltd (we, us and our). We are a limited company, registered in England. Our registered company number is 10515556, and our registered office is at Arquen House, 4-6 Spicer Street, St. Albans, Hertfordshire, England, AL3 4PQ. Our VAT registration number is 28 5033 114.

We may make these Services available to you by a third party (such as your letting agency or your employer) or you may download our app directly from a third party app store onto your mobile, tablet or other electronic device ("**App**"). You are responsible for complying with any terms governing your use of the third party app store. These terms shall apply to you as an individual whether you access our Services online via our website at <https://www.askporter.com>, by downloading our App or otherwise through online access provided via a third party (together, access to the Services through all such mediums shall be referred to throughout this EULA as access via the "**Site**").

You will be assumed to have obtained permission from the owner of any device that is controlled, but not owned, by you to download our App or any Content to that device. You accept responsibility, in accordance with this EULA, for all access to, and use of, any App and Content by you on any device, whether or not it is owned by you.

You acknowledge that the mobile service provider for the device to which you download, or on which you access or use, our App may charge for internet access (including mobile data usage) on that device.

BY DOWNLOADING OUR APP OR OTHERWISE ACCESSING AND/OR USING OUR SERVICES OR SITE, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US AND YOU. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE OUR APP, SERVICES, SITE OR CONTENT AND YOU SHOULD NOT PROCEED FURTHER.

Making changes to the Site

We reserve the right to change the design, features and/or functionality of any App, the Site and the Content at any time. We will either make the updated Site available for you by downloading an updated App or, where your device settings permit it, by automatic delivery of updates. You are not obliged to download any updated App, but we may cease to provide and/or update Content to prior versions of Apps and, depending on the nature of the update, in some circumstances you may not be able to continue using an App until you have downloaded the updated version.

The Services and Content

You may review Content on the Site in accordance with the guidelines on User Content below for personal purposes provided you do not share that Content with third parties or publish or modify it in any way.

We do not guarantee the accuracy or reliability of the Content.

We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality or fitness for purpose of any Content and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the Content unless we have fraudulently misrepresented the Content.

The Services can be used offline however this may limit accuracy and may not include information updates.

We will provide the Services with reasonable skill and care.

We cannot and do not guarantee the continuous, uninterrupted or error-free operability of our App, Site or our Services.

Restriction on accessing our Site

You shall not:

- distribute or transmit any virus through the Site;
- attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Site or the Content except to the extent expressly set out in this EULA or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;

- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Site, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- circumvent any of the technical limitations of the Site, or decompile or otherwise reconstruct the Site;
- not use the Site in a way that could damage, disable, overburden, impair or compromise the Services or the Site;
- not collect or harvest any information or data from the Site or Services or attempt to decipher any transmissions to or from the Site;
- access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- access all or any part of the Site in order to build a product or service which competes with the Site or Services;
- use the Site or Services to provide services to third parties or allow third parties to use the Services;
- attempt to obtain, or assist third parties in obtaining, access to the Site;
- create a database using the Content;
- infringe our intellectual property rights or those of any third party in relation to your use of the App or Service, including by the submission of any User Content (to the extent that such use is not licensed by these terms);
- copy, publish or otherwise make available to third parties any of the Content; or
- use the Content or Site for commercial purposes. The Site should only be used for your personal use and as one tool to aid and assist your learning.

In your use of the Services, you shall:

- comply with all applicable laws and regulations (as updated and amended from time to time,);
- be responsible for your use of the Services and Content including your access to the Site; and
- comply with any rules, regulations or codes that are imposed by the third party that makes the Site available to you.

User Content

Our Site allows you to submit user-generated content in the form of text, images, videos and other types of media ("**User Content**"). We do not control or review User Content and will not be in any way responsible or liable for such User Content. You are solely responsible for User Content as submitted by you and you acknowledge that User Content submitted by others expresses the views of its respective authors, and not our views. User Content cannot be seen by other users of the Site unless you share it with them.

If you submit any User Content, you must not submit any User Content that:

- is racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
- contains any viruses and/or other code that has contaminating or destructive elements;
- contains any personal data and if you do you shall be wholly responsible for any breach of applicable data protection legislation in doing so;
- contains private information of any third party, including, without limitation: surname, addresses, phone numbers, email addresses, social security numbers and credit card numbers;
- is unsolicited promotions, mass mailings or "spamming", transmission of "junk mail", "chain letters", political campaigning, advertising, contests, raffles, or solicitations
- is false, unlawful, misleading, libellous, defamatory;
- not impersonate, or misrepresent an affiliation with, any person or entity.

You agree that, by submitting any User Content, you grant us and our affiliates a perpetual, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (in whole or part) and/or to incorporate it in other works in any form, media or technology, and you waive any moral rights you may have in, or to be identified as the author, of such User Content. However please note that if User Content contains any personal data we will only use this in accordance with our Privacy Policy.

Whilst we do not pre-screen User Content, we reserve the right, in our sole discretion, to delete, edit or modify any User Content submitted by you, at any time without notice to you.

Your use of the Site

As a condition of your use of the Site, you warrant that (i) all User Content supplied by you on the Site is true, accurate, current and complete, (ii) if you have user login details, you will safeguard your account information and will supervise and be completely responsible for

any use of your account by anyone other than you, (iii) you are eighteen (18) years of age or older and (iv) you possess the legal authority to enter into this EULA and to use this Site in accordance with all the terms and conditions herein.

Intellectual Property Rights

All intellectual property rights in the Site, Services and Content (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos), are owned by us or our licensors. Except as expressly set out here, nothing in this EULA gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading any App or Content or accessing our Site.

We grant you a limited and personal license to use our Services and Content via the Site in accordance with this EULA.

You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Site, including the Content.

Termination of this EULA

We may end your rights to use the Site and Services at any time by contacting you if you have broken these terms in a serious way.

If we end your rights to use the Site and Services:

- You must stop all activities authorised by these terms, including your use of the Site and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App or your access details which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them or de-activate your account and cease providing you with access to the Services.

Your personal information

Use of your personal information submitted to us (whether via our App, Site or provided by a third party on your behalf) is governed by our [Privacy Policy](#). Additionally, by using our Site, you acknowledge that internet transmissions are never completely private or secure and that it is always possible that any message or information you send using our Site or by emailing us may be read or intercepted by others.

External links

Our Site may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We do not control these sites and are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of, or association with their operators or promoters.

Our liability to you if you are a consumer (for example, a tenant)

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

- losses that:
 - were not foreseeable to you and us when the contract was formed; or
 - that were not caused by any breach on our part;
- business losses; and
- losses to non-consumers.

This Site, Services and Content are only available for your personal use and in no event shall we be liable to you for any business losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you reasonable compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control. We recommend that you back up any content and data used in connection with the Site or App, to protect yourself in case of problems with the Site, App or the Service.

Our liability to you if you are a business user (for example, an employee of a managing agent)

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and for fraud or fraudulent misrepresentation.

We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control. We recommend that you back up any content and data used in connection with the Site or App, to protect yourself in case of problems with the Site, App or the Service.

Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the Goods and Services under such contract.

General

You may not transfer or assign any or all of your rights or obligations under this EULA.

All notices given by you to us must be given in writing to the address set out at the beginning of this EULA.

If we fail to enforce any of our rights, that does not result in a waiver of that right.

If any provision of this EULA is found to be unenforceable, all other provisions shall remain unaffected.

These terms and conditions may not be varied except with our express written consent.

These terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to their subject matter. We are required by law to advise you that any contract formed on the terms of this EULA may be concluded in the English language only and that no public filing requirements apply.

This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Jurisdiction and governing law

These terms and conditions shall be governed by English law, and you agree that any dispute between you and us regarding them or any application will only be dealt with by the English courts, provided that, if you live in a part of the United Kingdom other than England or outside the United Kingdom, the applicable law of that part of the United Kingdom or the applicable country or state in which you live will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

Contacting us, support and complaints

If you have any questions, require support in respect of your use of the Site and Services or if you think the Site or Services are faulty or mis-described, please contact us by emailing: support@askporter.com.