

Terms of use

Last updated: 8 July 2024

OUR LEGAL TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AS THEY ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY

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1. Who we are and how to contact us

We are Property AI Ventured Ltd (company number 15784741), trading as Rentsmart ('Company', 'we', 'us', or 'our'), a company registered in England at 128 City Road, London, United Kingdom, EC1V 2NX.

We operate the website <https://www.rentsmartai.com> (the 'Site'), and the application Rentsmart (the 'App'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and Property AI Ventured Ltd, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the 'Last updated' date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

You can contact us by email at contact@rentsmartai.com or by mail to 128 City Road, London, United Kingdom, EC1V 2NX.

2. By using our site you accept the following terms

These Terms set out all of the rules and obligations that apply to your use of the Site. By using our Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site.

You must be at least 18 years of age to use our Site. By using our Site and accepting these Terms, you confirm that you are at least 18 years of age.

We recommend that you download and store a copy of these Terms for future reference. They are a legally binding agreement between you and us.

3. Our services

The information provided through our Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to legal or regulatory requirements, or which would subject us to any registration requirement within such jurisdiction or country. Consequently, individuals who choose to access our Services from other locations do so at their own risk and are solely responsible for complying with local laws, if and to the extent such laws are applicable.

Our Services are not designed to comply with industry-specific regulations (such as the Health Insurance Portability and Accountability Act (HIPAA), the Federal Information Security Management Act (FISMA), etc.). Therefore, if your interactions are subject to such regulations, you may not use our Services. Additionally, you are prohibited from using our Services in any manner that would violate the Gramm-Leach-Bliley Act (GLBA).

4. Intellectual property rights

We own or are licensed to use all intellectual property rights in our Services. This includes all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively referred to as 'Content'), as well as the trademarks, service marks, and logos (referred to as 'Marks').

Our Content and Marks are protected by copyright and trademark laws, along with various other intellectual property rights and unfair competition laws and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purposes only.

Your Use of Our Services

Subject to your compliance with these Legal Terms, including the 'PROHIBITED ACTIVITIES' section, we grant you a non-exclusive, non-transferable, revocable licence to:

- Access the Services; and
- Download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use or internal business purposes.

Except as stated in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licenced, or otherwise exploited for any commercial purpose without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as stated in this section or elsewhere in our Legal Terms, please address your request to: contact@rentsmartai.com. If we grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms, and your right to use our Services will terminate immediately.

Your Submissions and Contributions

Please review this section and the 'PROHIBITED ACTIVITIES' section carefully prior to using our Services to understand the (a) rights you grant us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services and possibly through third-party websites.

When you post Contributions, you grant us a licence (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licences granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This licence includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- Confirm that you have read and agree with our 'PROHIBITED ACTIVITIES' and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- To the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- Warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licences to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- Warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions, and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if, in our reasonable opinion, we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

5. User representations

By using our Services, you confirm and agree that: (1) all registration details you provide are true, accurate, up-to-date, and complete; (2) you will keep this information accurate and update it promptly as needed; (3) you have the legal authority to agree to these Legal Terms and will adhere to them; (4) you are of legal age according to your local laws; (5) you will not use automated systems or tools (such as bots or scripts) to access the Services; (6) you will not utilise the Services for unlawful or unauthorised purposes; and (7) your usage of the Services will comply with all relevant laws and regulations.

If any information you provide is found to be false, inaccurate, outdated, or incomplete, we reserve the right to suspend or terminate your account and deny any current or future use of the Services (or any part thereof).

6. User registration

To use the Services, you may need to register an account. You agree to keep your password confidential and accept responsibility for all activities that occur under your account and password. We reserve the right, at our sole discretion, to remove, reclaim, or change any username if we find it to be inappropriate, obscene, or otherwise objectionable.

7. Prohibited activities

You are permitted to access and use the Services solely for purposes explicitly provided by us. The Services must not be used for any commercial activities unless specifically approved by us.

As a user of the Services, you agree to:

- Not systematically extract data or other content from the Services to create a collection, compilation, database, or directory without our written permission.
- Not deceive, defraud, or mislead us or other users, particularly in attempts to obtain sensitive account information such as passwords.
- Not bypass, disable, or interfere with security features of the Services, including those that restrict the use or copying of Content or enforce limitations on the use of the Services and the Content.
- Not disparage, tarnish, or harm our reputation or that of the Services in any way.
- Not use information obtained from the Services to harass, abuse, or harm another individual.
- Not misuse our support services or submit false reports of abuse or misconduct.
- Not use the Services in violation of any applicable laws or regulations.
- Not engage in unauthorised framing of or linking to the Services.
- Not upload or transmit (or attempt to upload or transmit) any malicious software, including viruses, Trojan horses, or other materials that interfere with the uninterrupted use and enjoyment of the Services by others or that modify, impair, disrupt, alter, or interfere with the use, features, functions, operation, or maintenance of the Services.
- Not use any automated system, such as scripts to send comments or messages, or data mining tools, robots, or similar data gathering and extraction tools.
- Not remove copyright or other proprietary rights notices from any Content.
- Not impersonate another user or person, or use another user's username.
- Not upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including but not limited to gifs, 1×1 pixels, web bugs, cookies, or similar devices (commonly referred to as spyware or passive collection mechanisms).

- Not interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Not harass, annoy, intimidate, or threaten our employees or agents providing any part of the Services to you.
- Not attempt to bypass any measures designed to restrict or prevent access to the Services, or any part of the Services.
- Not copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Not decipher, decompile, disassemble, or reverse engineer any software forming part of the Services, except as permitted by law.
- Not use, launch, develop, or distribute any automated system, including spiders, robots, cheat utilities, scrapers, or offline readers that access the Services, or use or launch any unauthorised script or other software, except for standard search engine or Internet browser usage.
- Not use a purchasing agent to make purchases on the Services.
- Not engage in unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Not use the Services in any effort to compete with us or use the Services and/or the Content for any revenue-generating activity or commercial enterprise.
- Not use the Services to advertise or offer to sell goods and services.
- Not sell or transfer your profile to another party.

8. User contributions and responsibilities

Our Services may allow you to engage in various interactive features, such as chatting, participating in blogs, posting on message boards, and contributing to online forums. You may also be able to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials, including but not limited to text, writings, videos, audio recordings, photographs, graphics, comments, suggestions, or personal information (collectively, 'Contributions'). These Contributions may be accessible by other users and through third-party websites. Therefore, any Contributions you provide are considered non-confidential and non-proprietary. By creating or submitting any Contributions, you affirm and guarantee that:

- Your Contributions, including their creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of them, do not and will not infringe on the proprietary rights of any third party, including but not limited to copyrights, patents, trademarks, trade secrets, or moral rights.
- You are the original creator and owner of the Contributions or have secured all necessary licences, rights, consents, releases, and permissions to use and authorise us, the Services, and other users to use your Contributions as intended by the Services and these Legal Terms.
- You have obtained written consent, release, and/or permission from every identifiable individual person included in your Contributions to use their name or likeness, allowing inclusion and usage of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are truthful, accurate, and not misleading.

- Your Contributions are not unsolicited or unauthorised advertisements, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions do not contain obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable material (as we determine).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (legally) any other person or promote violence against any individual or group.
- Your Contributions comply with all applicable laws, regulations, and rules.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate laws related to child pornography or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include offensive comments related to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any section of these Legal Terms or any applicable law or regulation.

Any violation of these guidelines may result in the suspension or termination of your rights to use the Services and other potential legal consequences.

9. User Contributions and Licensing

By posting your Contributions on any part of the Services or linking your social media accounts to our Services, you grant us an unrestricted, perpetual, irrevocable, non-exclusive, transferable, royalty-free, worldwide licence to use, host, store, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute your Contributions (including your image and voice) for any purpose, whether commercial, advertising, or otherwise. This licence also allows us to create derivative works from your Contributions and to sublicense these rights. The use and distribution of your Contributions may occur across any media formats and through any media channels.

This licence covers all forms, media, or technology now known or developed in the future and includes our use of your name, company name, and franchise name, along with any trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive any moral rights in your Contributions and affirm that no moral rights have been asserted.

While we have the right to use your Contributions as described, we do not claim ownership of your Contributions. You retain full ownership of all your Contributions and any associated intellectual property or proprietary rights. We are not responsible for any statements or representations made in your Contributions. You are solely accountable for your Contributions and agree to hold us harmless from any legal claims regarding your Contributions.

We reserve the right, at our sole discretion, to edit, redact, or otherwise modify any Contributions, to reclassify any Contributions to place them in more suitable locations within the Services, and to pre-screen or remove any Contributions at any time for any reason, without notice. However, we are not obligated to monitor your Contributions.

10. Review guidelines

We may offer areas within our Services where you can leave reviews or ratings. When posting a review, you must adhere to the following guidelines:

1. You must have direct experience with the person or entity you are reviewing.
2. Your reviews must be free of offensive language, including profanity, and must not be abusive, racist, offensive, or hateful.
3. Your reviews must not contain discriminatory remarks based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability.
4. Your reviews must not reference illegal activities.
5. If you are affiliated with a competitor, you must not post negative reviews.
6. You must not make legal conclusions about conduct.
7. Your reviews must be truthful and not misleading.
8. You must not organise campaigns encouraging others to post reviews, whether positive or negative.

We reserve the right to accept, reject, or remove reviews at our sole discretion. We have no obligation to screen or delete reviews, even if someone finds them objectionable or inaccurate. Reviews are not endorsed by us and do not necessarily reflect our views or those of our affiliates or partners. We are not liable for any review or any claims, liabilities, or losses resulting from any review. By posting a review, you grant us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content related to the review.

11. Application licence

If you access the Services via our web application, we grant you a revocable, non-exclusive, non-transferable, limited licence to use the web application on devices owned or controlled by you, strictly in accordance with the terms and conditions of this licence contained in these Legal Terms.

Upon payment for a Standard or Premium licence, you gain access to the platform for a period of 3 months. This licence is granted solely for the purpose of conducting one genuine home search. Your account and licence must not be used for more than one home search or be shared with others to conduct their separate home searches.

You agree not to:

1. Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the web application, except as permitted by applicable law.

2. Modify, adapt, improve, enhance, translate, or create derivative works from the web application.
3. Violate any applicable laws, rules, or regulations in connection with your access or use of the web application.
4. Remove, alter, or obscure any proprietary notices (including copyright or trademark notices) posted by us or our licensors.
5. Use the web application for any revenue-generating endeavor, commercial enterprise, or other purposes for which it is not designed or intended.
6. Make the web application available over a network or other environment permitting access or use by multiple devices or users simultaneously.
7. Use the web application to create a product, service, or software that is directly or indirectly competitive with or in any way a substitute for the web application.
8. Use the web application to send automated queries to any website or to send unsolicited commercial emails.
9. Use any proprietary information or any of our interfaces or other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the web application.

Any violation of these terms may result in the suspension or termination of your account without refund.

12. Linking third-party accounts

Linking Third-Party Accounts

Our Services may allow you to link your account with online accounts you have with third-party service providers (referred to as 'Third-Party Accounts'). You can link these accounts by either: (1) providing your Third-Party Account login details through our Services; or (2) authorizing us to access your Third-Party Account as permitted by the relevant terms and conditions governing your use of that account. You confirm that you have the right to share your Third-Party Account login details with us and/or grant us access to your Third-Party Account without violating any terms and conditions of the Third-Party Account and without incurring any fees or usage restrictions imposed by the third-party service provider.

By allowing us access to your Third-Party Accounts, you understand and agree that: (1) we may retrieve, use, and store any content you have provided to and stored in your Third-Party Account (the 'Social Network Content') to make it available on and through our Services via your account, including friend lists; and (2) we may exchange additional information with your Third-Party Account as notified to you when linking your account. Depending on the Third-Party Accounts you choose and the privacy settings you have configured, personally identifiable information you post to your Third-Party Accounts may be accessible on and through our Services.

Please be aware that if a Third-Party Account or its service becomes unavailable or our access to it is revoked by the third-party service provider, any Social Network Content from that account may no longer be accessible through our Services. You have the option to disable the connection between our Services and your Third-Party Accounts at any time.

Important Considerations

Your relationship with the third-party service providers associated with your Third-Party Accounts is solely governed by your agreement(s) with those providers. We do not review any Social Network Content for accuracy, legality, or non-infringement and are not responsible for any Social Network Content. You acknowledge that we may access your email address book associated with a Third-Party Account and your contacts stored on your device to identify and notify you of contacts who have also registered to use our Services.

You can deactivate the connection between our Services and your Third-Party Account by contacting us using the information provided below or through your account settings (if available).

We will endeavour to delete any information obtained through such Third-Party Accounts stored on our servers, except for your username and profile picture which may remain associated with your account.

13. Third-party websites and content

Our Services may include links to other websites ('Third-Party Websites') and may display or provide access to various content, including articles, photographs, text, graphics, designs, music, sound, video, applications, software, and other materials originating from third parties ('Third-Party Content'). We do not investigate, monitor, or check these Third-Party Websites and Third-Party Content for accuracy, appropriateness, or completeness, and we are not responsible for any Third-Party Websites you access through the Services or any Third-Party Content posted on, available through, or installed from the Services. This includes the content, accuracy, opinions, reliability, privacy practices, or other policies of the Third-Party Websites or the Third-Party Content.

The inclusion of, linking to, or permission to use or install any Third-Party Websites or Third-Party Content does not imply our approval or endorsement. If you choose to leave our Services and access Third-Party Websites or use or install Third-Party Content, you do so at your own risk and should be aware that these Legal Terms no longer apply. You should review the applicable terms and policies, including privacy and data collection practices, of any website or application you navigate to or use from our Services.

Any purchases you make through Third-Party Websites are conducted on those websites and are strictly between you and the third-party provider. We take no responsibility for such purchases and assume no liability for any transactions you conduct with third parties. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and that you will not hold us responsible for any harm caused by your purchase of such products or services.

Furthermore, you agree to hold us harmless from any losses or damages you may incur as a result of your interaction with Third-Party Websites or Third-Party Content, or any dealings with such third parties.

14. Advertisers

We permit advertisers to display their advertisements and related information in designated areas of the Services, such as sidebar ads or banner ads. Our role is limited to providing the space for these advertisements, and we do not have any other relationship with the advertisers.

15. Our Rights and Responsibilities

We reserve the right, but are not obligated, to:

1. Monitor the Services for compliance with these Legal Terms.
2. Take appropriate legal action, at our sole discretion, against anyone who violates the law or these Legal Terms, which may include reporting such users to law enforcement authorities.
3. Restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof, at our sole discretion and without limitation.
4. Remove or disable, at our sole discretion and without notice or liability, any files or content from the Services that are excessive in size or burdensome to our systems.
5. Manage the Services in a manner that protects our rights and property and ensures the proper functioning of the Services.

16. Privacy policy

We prioritise data privacy and security. Please review our Privacy Policy. By using the Services, you agree to comply with our Privacy Policy, which is a part of these Legal Terms. Note that the Services are hosted in the United Kingdom. If you access the Services from regions with different data protection laws than those in the United Kingdom, by continuing to use the Services, you consent to the transfer and processing of your data in the United Kingdom.

17. Terms and termination

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR VIOLATION OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OF OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you are acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including but not limited to pursuing civil, criminal, and injunctive remedies.

18. Modifications and Availability of Services

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. We are under no obligation to update any information on our Services. We will not be liable to you or any third party for any modifications, price changes, suspension, or discontinuance of the Services.

We cannot guarantee that the Services will be available at all times. There may be instances where we experience hardware, software, or other issues, or need to perform maintenance, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice. You agree that we have no liability for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance. Nothing in these Legal Terms obligates us to maintain and support the Services or to provide any corrections, updates, or releases in connection with them.

19. Governing Law

These Legal Terms are governed by and interpreted in accordance with the laws of England and Wales, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. If you reside in the EU and are a consumer, you are also entitled to the protection provided by the mandatory laws of your country of residence. Both Property AI Ventures Ltd and you agree to submit to the non-exclusive jurisdiction of the courts of London, which means you may assert your consumer protection rights in England or in the EU country where you reside.

20. Dispute resolution

Informal Dispute Resolution

To expedite and reduce the costs of resolving any dispute, controversy, or claim arising out of or relating to these Legal Terms (each a 'Dispute' and collectively, the 'Disputes') initiated by either you or us (individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to resolve the Dispute informally. This informal resolution process must be pursued for at least thirty (30) days before initiating formal arbitration. The process begins when one Party provides written notice of the Dispute to the other Party.

Binding Arbitration Clause

In the event that informal negotiations do not resolve the Dispute, any such Dispute will be resolved by a single arbitrator in accordance with the Arbitration Rules of the European Court of Arbitration, part of the European Centre of Arbitration located in Strasbourg. By agreeing to these terms, you consent to this arbitration process. The arbitration will take place in London, England, and will be conducted in English, applying the substantive laws of England.

Arbitration Restrictions

The Parties agree that arbitration will be limited to the individual Dispute between the Parties. To the fullest extent permitted by law: (a) arbitration shall not be consolidated with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to employ class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration and Informal Negotiations

The following types of Disputes are not subject to the above provisions regarding informal negotiations and binding arbitration: (a) Disputes aimed at enforcing or protecting a Party's intellectual property rights; (b) Disputes related to allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) claims seeking injunctive relief. If any portion of this provision is deemed illegal or unenforceable, then any Dispute falling within that portion shall be resolved by a court of competent jurisdiction, as outlined in the jurisdiction clause above, and the Parties agree to submit to the personal jurisdiction of such court.

21. Corrections and updates

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

22. Disclaimer

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND YOUR USE OF THEM, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO GUARANTEES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR WEB APPLICATIONS LINKED TO THE SERVICES. WE ASSUME NO LIABILITY FOR ANY (1) ERRORS,

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23. Limitations of liability

UNDER NO CIRCUMSTANCES WILL WE, OR OUR DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) your use of the Services; (3) your breach of these Legal Terms; (4) any breach of your representations and warranties as set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any harmful act toward another user of the Services with whom you connected via the Services.

Despite the above, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will make reasonable efforts to notify you of any such claim, action, or proceeding subject to this indemnification upon becoming aware of it.

25. User data

We will retain certain data that you transmit to the Services for the purpose of managing and optimising the performance of the Services, as well as data related to your usage of the Services. While we perform regular routine backups of data, you remain solely responsible for all data that you transmit or that pertains to any activities you conduct using the Services. You agree that we shall not be liable for any loss or corruption of such data, and you hereby waive any right to take action against us arising from any such loss or corruption.

26. Electronic communications

When you visit the Services, send us emails, or complete online forms, you are engaging in electronic communications. You consent to receive electronic communications from us, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, whether via email or on the Services, fulfil any legal requirement that such communications be in writing. YOU AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AS WELL AS TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR THROUGH THE SERVICES. You waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that require an original signature or the delivery or retention of non-electronic records, or payments or the granting of credits by any means other than electronic means.

27. Miscellaneous

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28. Non-reliance

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