

Terms of Website and App Use

What's in these terms?

These terms tell you the rules for using our website ("Our Product") which is available on dashboard.ark.rent

Who we are and how to contact us:

Our Product is operated by PROJECT ARK LTD, a company incorporated in England and Wales (company number 12236613) having its registered office at Pannone Corporate Llp, 378-380 Deansgate, Manchester, England, M3 4LY

We are a limited company.

To contact us, please email noah@projectark.co.uk

By using Our Product you accept these terms

By using Our Product, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use Our Product.

We recommend that you print a copy of these terms for future reference.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use Our Product, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to Our Product

We may update and change Our Product from time to time to reflect changes to our services, our users' needs and our business priorities.

We may suspend or withdraw Our Product

Our Product is made available free of charge.

We do not guarantee that Our Product, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our Product for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Our Product through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Product is only for users in the UK

Our Product is directed to people residing in the United Kingdom. We do not represent that content available on or through Our Product is appropriate for use or available in other locations.

You must keep your account details safe

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If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at noah@projectark.co.uk

How you may use material on Our Product

We are the owner or the licensee of all intellectual property rights in Our Product, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on Our Product must always be acknowledged.

You must not use any part of the content on Our Product for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of Our Product in breach of these terms of use, your right to use Our Product will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on Our Product is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Product.

Although we make reasonable efforts to update the information on Our Product, we make no representations, warranties or guarantees, whether express or implied, that the content on Our Product is accurate, complete or up to date.

We are not responsible for websites we link to

Where Our Product contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity when using Our Product.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you 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.

Uploading content to Our Product

Whenever you make use of a feature that allows you to upload content to Our Product, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to Our Product will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and make it available to third parties.

(We are ICO Registered and act in accordance with the The Data Protection Act 2018 - for more information visit <https://ico.org.uk/>)

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Our Product constitutes a violation of their intellectual property rights, or of their right to privacy.

You are solely responsible for securing and backing up your content.

Rights you are giving us to use material you upload

When you upload or post content to Our Product, you are granting us rights to use that content.

We are not responsible for viruses and you must not introduce them.

You are responsible for configuring your information technology, computer programmes and platform to access Our Product. You should use your own virus protection software.

You must not misuse Our Product by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Product, the server on which Our Product is stored or any server, computer or database connected to Our Product. You must not attack Our Product via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the

Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Product will cease immediately.

Rules about linking to Our Product

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to Our Product in any website that is not owned by you.

Our Product must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on Our Product other than that set out above, please contact noah@projectark.co.uk

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.