

TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE /APP

1 Terms of Website/Application use

- 1.1 This page (together with the documents referred to herein) sets out the terms of use on which you may use the website inadash.com ("the Site"), whether as a guest or a registered user, and the Inadash Application ("App"). Please read these terms of use carefully before you start to use the Site and/or the App.
- 1.2 By using the Site and/or the App, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, you must not use the Site or the App.
- 1.3 You have to be 18 years of age or older to use the Site and/or App. If you are younger than 18 years of age you hereby declare that you have obtained the authorisation of your parent or guardian to agree to these terms of use, our Privacy Policy and Cookies Policy.

2 Other applicable terms

- 2.1 These terms of use refer to the following additional terms, which also apply to your use of the Site and/or App:
- 2.2 Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site and/or the App, you consent to such processing and you confirm that all data provided by you is accurate and complete. To view the Privacy Policy, please click [here](#).
- 2.3 Our Cookies Policy, which sets out information about the cookies on the Site and/or App. To view the Cookies Policy, please click [here](#).

3 Information about Inadash

- 3.1 The Site and the App are operated by Inadash Ltd, trading as Inadash, which is a company incorporated and registered in England and Wales with company number 09620509 and whose registered office is at Lynton House, 7-12 Tavistock Square, London, United Kingdom, WC1H 9BQ.

4 Information we may request from you

- 4.1 The access to, and use of, the Site and the App is free of charge.
- 4.2 In order to be able to provide you with the services we offer (which may include viewing a property online, booking a property viewing or other associated services) by using the Site and/or the App, you must provide us with your name, mobile telephone number, email address and location information. We use these details in accordance with our Privacy Policy.

5 Accessing our Site/App

- 5.1 Access to the Site and the App are permitted on a limited basis and for personal use only. You are responsible for making all necessary arrangements in order to access the Site and/or the App.
- 5.2 We do not guarantee that the Site and/or the App, or any content contained on them, will always be available or uninterrupted. We reserve the right to withdraw or amend the services we provide on the Site and/or the App without notice to you. We will not be liable if, for any reason, the Site and/or the App are unavailable at any time or for any period.
- 5.3 The Site and the App are available on a number of different devices and these terms of

use shall apply to any device, both current and future. By using the Site and/or the App, you hereby acknowledge and agree that we will not be liable under any circumstances for any damage caused to your device or any software.

6 Use of the Site/App

- 6.1 Subject to your compliance with these terms of use, we grant you the right to view and print any content on the Site and/or the App for non-commercial use. However, you have no right to:
 - 6.1.1 download (other than page caching) or modify the Site and/or the App, or any part of it, except with our express prior written consent;
 - 6.1.2 use the Site and/or the App or any part of it for any resale or commercial use of the services on offer or its contents, except with our express prior written consent;
 - 6.1.3 any collection and use of any property listings, descriptions or prices other than as authorised by us;
 - 6.1.4 any use of data mining robots or other data gathering/extraction tools;
 - 6.1.5 attempt or assist anyone to attempt to reverse engineer, decompile, disassemble, adapt, modify, copy, reproduce, sub-license, make available to the public, create any derivative works, distribute, commercially exploit, transmit or otherwise use the Site and/or the App, or any part of them, in any way;
 - 6.1.6 share, assign or transfer your account to any other person or legal entity;
 - 6.1.7 use the Site and/or the App, or any services offered under them, for any illegal purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
 - 6.1.8 impair the proper operation of the network of the Site and/or the App;
 - 6.1.9 harm the Site and/or the App in any way whatsoever; or
 - 6.1.10 use the App with an incompatible or unauthorised device.
- 6.2 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of the security procedures, you must treat such information as confidential. You must not disclose it to any third party. You agree to be responsible for maintaining the confidentiality of your account and password and accept responsibility for all activities that take place via your account.
- 6.3 You are responsible for restricting access to your devices where appropriate. You are also responsible for ensuring that all persons who access the Site and/or the App through your internet connection or mobile data are aware of these terms of use, and that they comply with them.
- 6.4 We reserve the right to immediately disable any user identification code or password, whether chosen by you or allocated by us, and to terminate your use of the Site and/or the App, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

7 Intellectual property rights

- 7.1 We are the owner or the licensee of all (registered and unregistered) intellectual property rights in the Site and the App, and in the material published on it. These works are protected by copyright laws, trademark laws and treaties around the world. All such

rights are reserved.

- 7.2 The trademarks, logos, and service marks (collectively the “Trade Marks”) displayed on the Site and/or the App are our registered and unregistered Trade Marks or are licensed by the relevant third party to us. Our Trade Marks may not be used in connection with any product or service that is not our own, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.
- 7.3 You may not copy, use or imitate any text, graphics, logos, icons, images, audio clips, video clips, digital downloads, data compilations, interactive content and scripts on the Site and/or the App without our prior written consent. Unless otherwise expressly set out in these terms of use, nothing contained on the Site and/or the App should be deemed to grant, by implication or otherwise, any licence, or right in or to any such content, without our express written permission.
- 7.4 Your misuse of the intellectual property displayed on the Site and/or the App, or any other content on the Site and/or the App is strictly prohibited.
- 7.5 You may print off one copy, and may download extracts, of any page(s) from the Site and/or the App for your personal reference and you may draw the attention of others within your organisation to material posted on the Site and/or the App.
- 7.6 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.
- 7.7 You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or contents of the Site and/or the App without our permission.
- 7.8 Our status (and that of any identified contributors), as the authors of material on the Site and the App and the owners of the intellectual property on the Site and the App, must always be acknowledged.
- 7.9 If you print off, copy or download any part of the Site and/or the App in breach of these terms of use, your right to use the Site and/or the App will cease immediately and you must return or destroy, at our request, any copies of the materials you have made.
- 7.10 You are also advised that we will enforce our intellectual property rights to the fullest extent permitted by law. If we decide not to enforce or exercise our legal rights in respect of a breach of our intellectual property rights at any given time, this does not prevent us from later exercising or enforcing such rights.
- 7.11 Non agency
- The Site and the App may provide you with access to a large number of independent service providers in your locality. For the avoidance of doubt, in such circumstances, your contract for the provision of the services is direct with the service provider you select. You acknowledge and agree that we are not therefore a party to such contracts. We therefore accept no liability whatsoever for any claims, costs, damages, liabilities, losses and expenses that you suffer as a result of a contract with a third party service provider for the provision of services.
- 7.12 Disclosure of data to service provider
- When you request services from us, you provide us with full, irrevocable authority to provide the necessary data (including your name, mobile telephone number, email address, location information, details of your service request and timing information) to our pool of independent service providers, where relevant. This data will be used to select your service provider from our pool and will enable the service provider to provide

the services. No other data about you will be disclosed to the pool of service providers.

8 Communication

- 8.1 In the event that you use the Site and/or the App and engage us to provide the service(s) to you, you may be contacted with operational information regarding any transaction with us via SMS message(s), email, phone or 'pop up'. By transacting with us you agree to receive any of the above-listed forms of operational communication in respect of any transaction.
- 8.2 We will not charge you for our communication with you. However, you should be aware that you may be charged by your mobile telephone network provider for any message, email, phone, 'pop up' or data usage (or other communications) that you receive in connection with the Site and/or the App and that you may be subject to limitations in respect of any of the above-listed forms of operational communication by your mobile telephone network provider, and these are beyond our control.
- 8.3 You may also receive marketing messages us via any of the above-listed forms of communication, which you hereby agree to receive. Should you wish to stop receiving such marketing messages, please contact us at info@inadash.com.
- 8.4 You hereby confirm that you are the owner of the mobile telephone (or any other device) to which you have requested the SMS, email, pop-up, phone call or form of communication should be sent to and that you have full authority for charges, if any, to be incurred by the relevant mobile telephone network provider in respect of the above-listed forms of communication.
- 8.5 We will not be liable for any delays or failures in your receipt of any communication as delivery is subject to effective transmission from your mobile telephone network provider and processing by your mobile telephone device. Nor shall we be liable for the unforeseen communication of any sensitive information to third parties so long as the same is sent to the email address or mobile number or other communication method provided to us by you.
- 8.6 We reserve the right to suspend or terminate any of the above-listed forms of communication without notice to you.

9 Reliance on information posted

- 9.1 The content on the Site and/or the App is provided for general information. Any information, commentary and other materials posted on the Site and/or the App are not intended to amount to advice on which reliance should be placed. Any of the material on the Site and/or the App may be out of date at any given time, and we are under no obligation to update such material.
- 9.2 We disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Site and/or the App, or by anyone who may be informed of any of its contents.

10 Suspension or modification of the Site and/or App

- 10.1 We reserve the right, at its sole discretion to change, alter, suspend or indefinitely close the Site and/or the App.
- 10.2 From time to time, we may also restrict access to some parts of the Site and/or the App, or the entire Site and/or App, to users who have registered with us.

11 Liability

- 11.1 Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or its fraud or fraudulent misrepresentation, or any other liability that

cannot be excluded or limited by English law.

- 11.2 The material displayed on the Site and/or the App is provided without any guarantees, conditions or warranties as to its accuracy. You must bear the risks associated with the use of the Site and/or the App, the services and the internet.
- 11.3 To the fullest extent permitted by law, we (including our officers, directors and employees) and third parties (including any agents or sub-contractors) connected to us hereby expressly exclude:
 - 11.3.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
 - 11.3.2 any liability arising under or in connection with:
 - 11.3.2.1 use of, or inability to use, the Site and/or the App;
 - 11.3.2.2 use of or reliance on any content displayed on the Site and/or the App;
 - 11.3.2.3 incompatibility of the Site and/or the App with any of your computer and/or mobile equipment, devices, software or telecommunications links; or
 - 11.3.2.4 unsuitability, unreliability or inaccuracy of the Site and/or the App.
- 11.4 To the fullest extent permitted by law you acknowledge and agree that we will not be liable to you or any third party for any consequential or incidental losses (including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and/or any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable) resulting from your use of the Site and/or the App.
- 11.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer and/or mobile equipment, computer programs, data or other proprietary material due to your use of the Site and/or App or to your downloading of any content on it, or on any website linked to it.
- 11.6 We shall not be in breach of these terms nor liable for any delay in performing, or failure to perform, any of its obligations under these terms if such delay or failure results from events, circumstances or causes beyond its reasonable control.

12 Indemnity

- 12.1 By accepting these terms of use you agree to defend, indemnify (compensate) and hold us, our affiliates, licensors, and each of their officers, directors, other users, employees, attorneys and agents, harmless from all and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney's fees) arising out of or in connection with:
 - 12.1.1 your violation or breach of any terms of these terms of use or any applicable law or regulation, whether or not referenced herein;
 - 12.1.2 your violation of any rights of any third party, including independent service providers; or
 - 12.1.3 your use or misuse of the Site and/or the App.

13 Information about you and your visits to the Site and/or the App

- 13.1 We process information about you in accordance with our Privacy Policy, please ensure

that you read this document before using the Site and/or the App. By using the Site and/or the App, you consent to the processing (collecting, using, disclosing, retaining or disposing of personal data) of your data and you confirm that all data provided by you is accurate.

13.2 All personal information supplied to us including your name, any email addresses, mobile phone numbers, location information are treated with care and will not be sold to any third parties and only shared with our selected partners or other third parties where specifically permitted by law or by you, in accordance with our Privacy Policy.

13.3 All credit, debit, or other similar card details are treated as highly confidential. Any 'payment processing company' that may be used by us as part of the application process will also be bound by certain confidentiality regulations though these may not replicate exactly the same terms that we may operate as part of its client confidentiality standards.

14 Uploading material to the Site and/or the App

14.1 Any material you upload to the Site and/or the App will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose, in any medium and through the world. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Site and/or the App constitutes a violation of their intellectual property rights, or of their right to privacy.

14.2 You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, pornographic or profane material or any material that would constitute or encourage conduct that would be considered unlawful and/or a criminal offence.

14.3 We will not continuously monitor user content published on the Site and/or the App by you, or moderating between users, nor shall it be under an obligation to do so. You acknowledge and agree that we will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Site and/or the App.

15 Viruses, hacking and other offences

15.1 We do not guarantee that the Site or App will be secure or free from bugs or viruses.

15.2 You must not misuse the Site and/or the App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site and/or the App, the server on which the Site and/or the App are stored or any server, device or database connected to the Site and/or the App. You must not attack the Site and/or the App via a denial-of-service attack or a distributed denial-of service attack.

15.3 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 will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site and/or the App will cease immediately.

15.4 You are responsible for configuring your information technology, computer programmes and platform in order to access the Site and/or the App. You should use your own virus protection software.

16 Linking to the Site and/or the App

16.1 You may not link to our home page or App without our express written consent.

16.2 The Site and the App must not be framed on any other site or app, nor may you create a

link to any part of the Site and/or the App without our prior written consent. We reserve the right to withdraw any linking permission without notice.

- 16.3 If you wish to make any use of material on the Site and/or the App other than that set out above, please address your request to info@inadash.com.

17 Links from the Site and/or the App

- 17.1 The Site and the App may include links to other web sites, apps or material which is beyond our control and which are owned and controlled by third parties. We are not responsible for the content on these links, the internet or World Wide Web pages or any other site or app outside the Site and the App.

- 17.2 Where the Site and/or the App contain links to other sites or apps or materials provided by third parties, these links are provided for your information only. These links are provided as a courtesy to our customers and are not administered or verified in any way by us.

- 17.3 Such links are accessed by you at your own risk and we make no representations or warranties about the content of such websites or apps and cannot be held liable for the content and activities of these websites or any losses you suffer as a result of using such third party websites.

- 17.4 Please note that we may provide links to third party websites or apps that use cookies on users to collect data and/or to solicit personal information. As a result, we strongly recommend that you read the privacy policies and terms of use of any third party websites or apps prior to using them.

18 Variations

- 18.1 We reserve the right, in our sole discretion, to vary these terms of use at any time. Any changes we make to these terms of use will be posted on this page.

- 18.2 If there is any inconsistency between our Privacy Policy and these terms of use, the Privacy Policy shall prevail.

19 Assignment

- 19.1 Your account and the services provided are personal to you, and therefore you may not assign, sub-licence or transfer in any other way your rights and obligations under these terms of use to any third party. However, if necessary, we may freely assign our rights and obligations without your consent and without the need to notify you before assigning them.

20 Termination

- 20.1 These terms of use shall exist for an indefinite period of time. However, you may terminate your agreement with us at any time by permanently deleting the App installed on any device and, for registered users to the Site, by following the instructions on the Site.

- 20.2 We are entitled to terminate our agreement with you or your licence to use the Site and/or the App, with immediate effect by disabling your account or otherwise preventing you from accessing or using the Site and/or the App, if you:

- 20.2.1 breach any term of these terms of use (including any other terms incorporated by reference);

- 20.2.2 fail to pay for the services you receive; or

- 20.2.3 in our sole opinion, misuse the Site and/or the App.

20.3 We are not obliged to give you any notice of termination in advance.

21 Invalidity of one or more provisions

21.1 If any part of these terms of use is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

22 Third party rights

22.1 Rights under these terms only accrue to a person party to these terms. Other than as set out in these terms, a person who is not a party to these terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23 YOUR CONCERNS

23.1 If you have any concerns about material which appears on the Site and/or the App, please contact us at info@inadash.com

24 ELECTRONIC COMMUNICATIONS

24.1 When you use the Site, the App or send us emails or use pop-ups or make calls, you may be communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email, pop-up, phone, text or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications sent to you electronically satisfy any legal requirement that such communications should be in writing.

25 DISCLOSURE TO LEGAL AUTHORITIES

25.1 In accordance with our Privacy Policy, we reserve the right to disclose data about you to any legal authority where we are obliged to by law, regulation or governmental request. We will not be obliged to notify you of any such disclosure.

26 JURISDICTION AND APPLICABLE LAW

26.1 These terms of use, and any non-contractual obligations arising out of them, are governed and construed in accordance with the law of England and Wales and any proceedings resulting out of these terms of use, and any non-contractual obligations arising out of them, the Privacy Policy and/or the use of the Site shall be held in the Courts of England and Wales.