



East End Trades Guild – RentCheck Application Website Terms

LAST UPDATED: [29/06/2021]

These terms and conditions of use (the “**App Terms**”) set out the terms and conditions for the use of the app website of East End Trades Guild (“**we**”, “**us**”, “**our**”), located at <https://rentcheck.london> (the/our “**App**”). Your access to, and continued use of, the App is also subject to our Privacy Policy, located at [<https://rentcheck.london>] (the “**Privacy Policy**”).

East End Trades Guild is a private company limited by guarantee without share capital established in England with its registered office at 3 St Georges Road, London, United Kingdom, E10 5RH and company number 12624757. We administer the App.

The App Terms form a legally binding agreement between you and us, and you acknowledge and agree that you enter into these terms as a business to business contract in your capacity as a small business owner. Please take the time to read them carefully.

1. Accepting these App Terms

By accessing our App, you agree that you accept these App Terms and that you will abide by them. If you do not agree to these App Terms, you must not use our App. You understand and agree that we will treat your use of the App as acceptance of these App Terms from that point onwards.

2. Your Use of Our App

You may not:

- (a) use our App if you are not fully able and legally competent to agree to these App Terms;
- (b) use our App in violation of applicable laws or regulations;
- (c) modify, translate, adapt, disassemble, decompile, reverse engineer, or create any derivative works based on our App (or any portion thereof), including any files, documentation or tables or determine or attempt to determine any source code, methods, techniques or algorithms embodied in the App or any derivative works thereof;
- (d) distribute, transfer, license, or sell any of the App (in whole or in part) or any derivative works thereof;
- (e) market, lease or rent the App (or any part thereof) for a fee or charge, or use the App to advertise or perform any commercial solicitation;
- (f) interfere with, or attempt to interfere with, the proper functioning of the App (or any part thereof), disrupt any networks connected to the App (or any part thereof), or bypass any measures we use or may use to prevent or restrict access to the App (or any part thereof);



- (g) incorporate the App (or any portion thereof) into any other programme or product. For the avoidance of doubt, we reserve the right to refuse service or limit access to the App in our sole discretion;
- (h) use automated scripts to collect information from or interact with the App (or any part thereof) in any way;
- (i) impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from us or our App;
- (j) use the App (or any part thereof) in a manner that may create a conflict of interest or undermine the purposes of the App; or
- (k) use the App (or any part thereof) to upload, transmit, distribute, store or otherwise make available in any way:
 - (i) files that contain viruses or other material that is malicious or harmful;
 - (ii) any material which does or may infringe any copyright, trademark or intellectual property rights of any other person;
 - (iii) defamatory, obscene, offensive, hateful or inflammatory material;
 - (iv) any content that would constitute or encourage a criminal offence; or
 - (v) content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using the App, or which may expose us or our users to any harm or liability of any type.

3. You Must Keep Your Account Details Safe

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 [rentcheck@eastendtradesguild.org.uk].

4. Do Not Rely On Information On This Site

The content on our site 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 site.



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

5. License

You acknowledge and agree that any commercial rental data that you upload on our App, including rental price, location and size of rental space concerning a specific property (“**User Rental Data**”), is owned by you.

You grant us a royalty free, non-exclusive, non-transferable, irrevocable worldwide licence to access, view, manipulate, store, distribute, modify and use in any way the User Rental Data for the purpose of creating, maintaining and supplying commercial rental information on our App.

6. Intellectual Property Rights

We may use your User Rental Data, amongst other information we collect, to create our rental comparison product on the App (“**App Content**”). You acknowledge and agree that all copyright, trade marks and other intellectual property rights in the App Content, <https://rentcheck.london> domain name, software and all HTML and other code contained in our App Content shall remain at all times vested in us. All intellectual property rights are reserved. Copying or reproducing any of the foregoing in any form, including publishing to any other server or location, without our prior written consent is expressly prohibited.

Generally speaking, trade marks appearing on the App are either owned by us or we have obtained limited use permission from the trade mark owner to use the trade mark on the App. Any third party trade marks remain the property of their respective owners. You are not permitted to use them without our approval or the approval of the relevant trade mark owner (as applicable).

If you wish to obtain permission to make use of any of the copyrighted material, trade marks or other intellectual property rights or material that may be displayed on the App from time to time please contact us at [rentcheck@eastendtradesguild.org.uk]. We shall not be responsible for seeking any additional authorisation required for third party use of any trade mark not owned by or licensed to us for such use.

7. Exclusion of Warranties

You accept that our App is offered on an ‘as is’ and ‘as available’ basis. We takes all reasonable steps to ensure that the App is properly functioning at all times but we do not warrant that the App will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the App or the server that makes it available are free of software viruses or bugs or other defects.

We make no representations, warranties or guarantees, whether express or implied that the content on the App is accurate, complete or up to date.



8. Limitation of Liability

Nothing in these App Terms shall exclude or limit our liability for losses which may not be lawfully excluded or limited by applicable law, including with respect to death or personal injury, fraud or fraudulent misrepresentation.

Subject to the paragraph above, by accepting these App Terms, you accept that we will not be liable to you for any loss or damage you suffer as a result of visiting our App or making use of the information on our App, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, our App; or (ii) use of or reliance on any content displayed on our App. In particular, we will not be liable for (i) loss of profits, sales, business or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage. These limitations of liability shall apply whether or not you have been advised of or should have been aware of the possibility of any such losses arising. You must take your own precautions (including, but not limited to, installing adequate protective measures to guard against software viruses and ensuring that you retain up to date copies of all data) to protect yourself against loss or damage.

9. Third Party Links From Our App

Our App may contain links to other websites provided by third parties that are not related to or part of East End Trades Guild. These links are provided for your information only. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. Dangers resulting from browsing such websites through the links available on the App shall be your responsibility.

We have no responsibility for, or control over, the terms and conditions of use and the privacy policy (if any) of the operators of the external websites. External websites may protect information and privacy using means or processes which are different from those used by our App. You are advised to check and constantly review the terms and conditions of use and the privacy policies of these external websites before entering or making use of them. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

10. Our App Changes Regularly

We aim to update the App regularly, and may change the content at any time. If the need arises, we may suspend access to our App, or close it indefinitely. Any of the material on our App may be out of date at any given time, and we are under no obligation to update such material. We may add or remove material from our App at our own discretion and without giving any notice.

11. Prohibition on Commercial Use of App Content and Artworks

You are permitted to use the material that is displayed on our App only as expressly authorized by us.

Our App is intended to provide information relating to us and is designed for users' personal, non-commercial use only. You may not use our App, or any of the material appearing on our App from time



to time, to further any commercial purpose, including (but not limited to) advertising or to promote or generate activity on any other website.

12. Other terms

- (a) Applicable Law and Jurisdiction. These App Terms, their subject matter and their formation, are governed by English law. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our App.
- (b) Entire Agreement. These App Terms, the Privacy Policy and any document expressly referred to in them, constitutes the whole legal agreement between you and us. They govern your use of the App and completely replace any prior agreements between you and us in relation to the App. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these App Terms or the Privacy Policy and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these App Terms.
- (c) Variation. Any changes we may make to these App Terms in the future will be posted on this page. We will update the “Last Updated” date whenever any changes are made. Your continued use of this App following such change demonstrates your agreement to be bound by the modified App Terms. If you do not agree to any change of the App Terms, then you must immediately stop using the App. Some of the provisions contained in these App Terms may also be superseded by provisions or notices published elsewhere on our App.
- (d) Links to our App. You may link to our App, including by framing or creating a link to the home page of our App, in each case on other websites, online or social media channels, provided you do so in a way that is fair and legal, is non-deceptive 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. We reserve the right to withdraw any permission granted by this paragraph (d) without notice.
- (e) No Waiver. Our failure to insist upon or enforce any provision of these App Terms shall not be construed as a waiver of any provision or right.
- (f) Severability. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these App Terms is invalid, then that provision will be removed from the App Terms without affecting the rest of the App Terms, and the remaining provisions of the App Terms will continue to be valid and enforceable.
- (g) Assignment. We may transfer our rights and obligations under these App Terms to any of our group undertakings (as that term is defined in section 1161(5) of the United Kingdom Companies Act 2006). Otherwise, neither you nor we may transfer any of our respective rights or obligations under these App Terms to any other person without the prior written agreement of the other party. These App Terms shall be binding on, and inure to the benefit of, the parties to these App Terms and any successors and permitted assigns.



- (h) Third party rights. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- (i) No Partnership or Agency. Nothing in these App Terms is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- (j) Contact. If you have any questions about these App Terms, please contact us at rentcheck@eastendtradesguild.org.uk