

Ark Landlord Platform and Mobile App - Terms of Service

Effective from 11 July 2022

These terms apply to the Ark Platform and mobile app (together the **Ark App**), which can be used by you to organise your rental properties, receive payments from tenants and communicate with your tenants and other landlords.

Your attention is drawn in particular to the following terms:

- Your use of the Ark App
- Our liability to you and your liability to us

When you sign up for an account to access the Ark App, you'll be asked to confirm whether you agree to these terms. If you don't agree to these terms, you shouldn't confirm that you do and should delete the Ark App from your device.

You should also read our Privacy Policy which, although not part of the contract between us, includes important information about what data, including personal data, we collect from and about you when you use the Ark App.

If you've got any questions or concerns relating to these terms, please contact us at support@projectark.co.uk.

Who we are

Ark is the trading name of Project Ark Limited, a limited company registered in England and Wales under company number 12236613. Our registered office is at Pannone Corporate LLP, 378-380 Deansgate, Manchester, England, M3 4LY.

Apple® and Google™ terms also apply

Your use of the Ark App may also be subject to the rules and policies of the [Apple® App Store®](#) and [Google Play™ Store](#), depending on the type of device you have installed the Ark App on. Where there are any differences between those rules and policies and these terms, those rules and policies will apply instead.

Changes to these terms

We may make minor changes to these terms without notifying you, as long as those changes don't materially affect your rights. If we make any changes to these terms which may materially affect your rights, we'll try to give you reasonable notice in advance by email or by drawing your attention to such changes within the Ark App. If you don't agree any changes, you shouldn't confirm your agreement to them and should delete the Ark App and your account.

This doesn't affect your legal rights as a consumer or rights to a refund in accordance with the rules and policies of the Apple® Ark App Store® and Google Play™ Store (as appropriate).

Changes to the Ark App

We may make changes to the Ark App at any time to add functionality or improve performance, reflect changes to your device's firmware, address security issues or comply with any applicable law or regulation. If you choose not to install any updates, you may not be able to continue using the Ark App or the Ark App may not perform as it should.

Your access to the Ark App

We're giving you personally the right to use the Ark App. You may not transfer the Ark App, or your login or account details for the Ark App, to anyone else. If you sell any device on which the Ark App has been installed, you must delete the Ark App from it.

If you install the Ark App onto any device which isn't owned by you, you must have the device owner's permission to do so. You'll be responsible for complying with these terms whether or not you own the device.

You must not install or access the Ark App unless you are 18 years' old or over and able to enter into legally binding contracts.

Your account

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential and not disclose it to any other person.

We reserve the right to disable your account at any time if you've notified us, or we've reason to believe that your account has been compromised in any way.

Your use of the Ark App

You may only use the Ark App for private and non-commercial purposes.

You must not use the Ark App to:

- provide information that you know or believe to be inaccurate, false or misleading;
- promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harass or advocate harassment of another person;
- display pornographic or sexually explicit material;

- advocate or encourage any conduct that is abusive, threatening, obscene, defamatory or libellous;
- promote or provide instructional information about illegal activities, including violating someone else's privacy; or
- engage in the promotion of contests, sweepstakes and pyramid schemes, without our prior written consent.

In your use of the Ark App, you must comply with all applicable laws and with our reasonable instructions, and in particular you must not:

- infringe any intellectual property rights or other rights of any third party;
- use any information obtained using the Ark App other for its intended purpose;
- do or promote anything likely to impair, interfere with or damage our electronic communications network, or cause harm, harassment or distress to any persons;
- do anything which involves the transmission of junk mail, chain letters, unsolicited mass mailing, instant messaging, "spimming" or "spamming";
- introduce viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack);
- solicit passwords or any other personally identifying information from other users of the Ark App;
- at any time use the Ark App with the purpose of impersonating another user (whether registered or not) or person; or
- attempt to gain unauthorised access to the Ark App or any server or computer connected to the Ark App.

You agree that unless permitted by the laws of the country or territory in which you reside, you will not:

- rent, lease, sub-license, provide or otherwise make available, the Ark App to any person
- copy the Ark App, except as part of the normal use of the Ark App
- translate or modify the Ark App nor permit the Ark App to be combined with, or become incorporated in, any other programs
- disassemble, de-compile, reverse engineer or create derivative works based on the Ark App nor attempt to do any such things
- use any script or other automated process to interfere with or manipulate the Ark App or the results generated from your use of the Ark App
- not "crawl", "scrape" or otherwise collect any data or information from the Ark App using any automated process (including but not limited to bots, scrapers and spiders)
- not use the Ark App to circumvent any geographic/territorial restrictions

We may suspend or terminate your access to the Ark App if we receive notice from any person that, or we have reason to believe that, you have breached these terms.

Privacy

Any personal information you provide to us as part of the registration process, or your use of the Ark App will be processed in accordance with our **Privacy Policy**. You will only use personal data of other users of the Platform for your own domestic, non-commercial purposes.

Ownership of the Ark App

We and our licensors own all intellectual property and other rights in and to the Ark App which are licensed, not sold, to you. We and our licensors retain ownership of all copies of the Ark App, including those installed on your devices. Any third party software (for example, open source software libraries) included in the Ark App are licensed to you under the relevant third party's licence terms which can be accessed within the Ark App.

Our liability to you and your liability to us

Without affecting your legal and other rights as a consumer or otherwise under the laws of the country or territory in which you reside, to the fullest extent permitted by law:

- If you have a claim or right of action against any other user (including your landlord) arising from their use of the Ark App, you agree to pursue such claim or action independently of and without any demands from us, and you fully and completely release us from all claims, liability and damages arising from or in any way connected to such claim or action.
- the Ark App is provided on an "as is" and "as available" basis and we make no representations or warranties as to satisfactory quality, merchantability, fitness for purpose or non-infringement. Unless otherwise explicitly stated by us, we do not vet, verify the accuracy, correctness and completeness of, edit or modify any information, data or materials provided by users of the Ark App to determine whether they may result in any liability to any other user or any third party.
- we don't represent or warrant that any content made available through the Ark App will always be available or be uninterrupted or error-free
- in no event will we (or any person or company associated with us in any capacity) be liable to you for any business losses or for indirect or consequential losses (including exemplary or punitive damages), even if we've been advised of the possibility of those losses arising
- your sole remedy for any problems or dissatisfaction with the Ark App will be to delete the Ark App and delete your account, subject to the rules and policies of the Apple® Ark App Store® and Google® Play™ Store (as appropriate)
- our aggregate liability for all other claims will be limited to £100 (or the equivalent amount in the official currency of the country or territory in which you reside)

In the event that a claim or action is brought against us in connection with or arising from your activities or use of the Platform, you agree to cooperate as fully as reasonably required in the defence of any claim and allow us to assume the exclusive defence and control of such matter.

Termination and deletion of your account

Subject to the rules and policies of the [Apple® App Store®](#) and [Google Play™ Store](#), you may delete your account and terminate your agreement with us at any time by emailing support@projectark.co.uk.

The following terms will survive the termination of your agreement with us and deletion of your account:

- Our liability to you
- Terms which apply if you downloaded the Ark App from the Apple® Ark App Store®
- Terms which apply if you downloaded the Ark App from the Google® Play™ Store
- Other important terms

Terms which apply if you downloaded the Ark App from the Apple® App Store®

If you've downloaded the Ark App from the Apple® App Store®, you agree that:

- the agreement set out in these terms is between you and us, not with Apple® and that we are solely responsible for the Ark App
- Apple® is not responsible for providing any maintenance and support with respect to the Ark App
- we are solely responsible for any warranties made in respect of the Ark App
- in the event of any failure of the Ark App to comply with any warranty, you may notify Apple® and, where applicable, Apple® will refund the purchase price for the Ark App to you; but to the maximum extent permitted by applicable law, Apple® will have no other warranty obligation with respect to the Ark App and Apple® will not be responsible for addressing any claims relating to the Ark App or your possession or use of the Ark App, including (but not limited to), product liability claims; any claims that the Ark App fails to comply with any applicable legal or regulatory requirement; and any claims arising under consumer protection or similar legislation
- Apple® is not responsible for the investigation, defence, settlement and discharge of any claim by another person that the Ark App or your possession and use of the Ark App, infringes that other person's intellectual property rights
- Apple® and its subsidiaries are third party beneficiaries of these terms and, upon your acceptance of these terms, Apple® will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third party beneficiary
- you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, nor are you listed on any U.S. Government list of prohibited or restricted parties

Terms which apply if you downloaded the Ark App from the Google® Play™ Store

If you have downloaded the Ark App from the Google® Play™ Store, you agree that the terms of the [Google Play™ Store](#) will override these terms to the extent that these terms conflict with the terms of such agreement and that each member of Google's group of companies will be third party beneficiaries of these terms and may enforce these terms against you as a third party beneficiary.

Other important terms

Promotional offers: We may offer special promotions on the content that you can access through the Ark App, which may be subject to additional terms and conditions. We'll draw your attention to any additional terms and conditions relating to such offers prior to sign-up.

We may transfer our agreement with you to someone else: We may transfer our rights and obligations under these terms to another organisation. If you're unhappy with the transfer, you may terminate your agreement with us as set out above.

If a court finds part of these terms illegal, the rest will continue in force: Each section of these terms operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

Even if we delay in enforcing these terms, we can still enforce them later: If we don't insist immediately that you do anything that you're required to do under these terms, or if we delay in taking steps against you in respect of your breach of these terms, that won't mean that you don't have to do those things and it won't prevent us taking steps against you at a later date.

Waiver of class actions: Where permitted by the laws of the country or territory in which you reside, you and we agree that each of us may bring claims against the other only in an individual capacity and not as claimant/complainant/plaintiff in any purported class or representative action. Unless you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a class or representative action.

Which laws apply to these terms: Unless otherwise required by the laws of the country or territory in which you reside, any claim, dispute or controversy arising out of or in connection with these terms (including non-contractual claims or disputes) will be subject to the laws of England and Wales (without regard to choice or conflicts of law principles).

Where you may bring legal proceedings: Unless otherwise required by the laws of the country or territory in which you reside, in the event of any claim, dispute or controversy arising in connection with these terms (including non-contractual claims or disputes), the parties will try to reach an out-of-court settlement and if no settlement can be reached, such claim, dispute or controversy must be referred to the courts of England and Wales (meaning that no other country's or territory's courts can preside over the matter). We don't accept any codes of conduct as mandatory in connection with these terms.