

Website Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

1. THESE TERMS

- 1.1. These terms and conditions of use (the “**Terms**”) tell you the rules for using our website <https://rangeroom.com/> (the “**Site**”).
- 1.2. 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 do not have the right to and you must not use the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms and other applicable terms, and that they comply with them.
- 1.3. We recommend that you print a copy of these Terms for future reference.

2. WHO WE ARE AND HOW TO CONTACT US

- 2.1. The Site is operated by Range Room Limited (“**we/us**”). We are registered in England and Wales under company number 10090718 and have our registered office at 3 Hawkslade Road, London, England, SE15 3DQ.
- 2.2. To contact us, please email support@rangeroom.com.

3. YOUR PRIVACY

Our Privacy Policy is available at <https://app.rangeroom.com/marketplace/documents/privacy.pdf>. This sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

4. HOW YOU MAY USE MATERIAL ON OUR SITE

- 4.1. We are the owner or the licensee of all intellectual property rights in our Site, and in the material we publish on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2. You must not modify, adapt, reverse engineer, decompile, disassemble, or otherwise interfere with any part of the Site unless given approval by us and except as permitted by law.
- 4.3. You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site. You must not modify the paper or digital copies of any materials you have printed off, stored, saved, copied or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.4. Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

4.5. You must not:

4.5.1. use any part of the content on our Site for commercial purposes without entering into an agreement with us to do so; and/or

4.5.2. access all or any part of the Site in order to build a product or service which competes with the Site.

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

5. OUR TRADE MARKS

You are not permitted to use any of our trade marks or other branding on the Site without our express prior written consent. This does not eliminate your obligation to properly attribute to us any content used by you.

6. INFORMATION PROVIDED ON THE SITE

6.1. 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.

6.2. 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.

7. LINKED WEBSITES

Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of these websites or resources and such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

8. USER-GENERATED CONTENT

8.1. This Site may include shared information, data and materials uploaded by other users of the Site ("**Third Party Content**"). This Third Party Content has not been verified or approved by us and we make no warranty or assurance that it is complete, accurate, up to date, relevant or fit for purpose.

9. AUTHORISED USERS

9.1. Where you are provided with a 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 third party.

9.2. If you know or suspect that anyone other than you knows your password, you must promptly notify us via the email address set out in clause 1.2.

9.3. We have the right to disable any 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 and/or other applicable terms and conditions, including any Subscription Agreement.

10. UPLOADING CONTENT TO OUR SITE

- 10.1. Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you must comply with the standards set out in your Subscription Agreement (the “**Content Standards**”). You warrant that any such contribution does comply with the Content 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. We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the Content Standards.
- 10.2. Any content you upload to our Site 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 and other users of our Site a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- 10.3. 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 Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 10.4. You are solely responsible for securing and backing up your content.

11. RULES ABOUT LINKING TO OUR SITE

- 11.1. 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. Our Site must not be framed on any other website, nor may you create a link to any part of our Site other than the home page.
- 11.2. 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.
- 11.3. You must not establish a link to our Site in any website that is not owned by you.
- 11.4. We reserve the right to withdraw linking permission without notice.
- 11.5. The website in which you are linking must comply in all respects with the Content Standards.
- 11.6. If you wish to link to or make any use of content on our Site other than that set out above, please contact us via the email address set out in clause 1.2.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- 12.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- 12.2. We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it.
- 12.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 12.3.1. use of, or inability to use, the Site; or
 - 12.3.2. use of or reliance on any content displayed on the Site.

- 12.4. In particular, we will not be liable for:
- 12.4.1. loss of profits, sales, business, or revenue;
 - 12.4.2. business interruption;
 - 12.4.3. loss of anticipated savings or any form of economic loss;
 - 12.4.4. loss of business opportunity, goodwill or reputation; or
 - 12.4.5. any indirect or consequential loss or damage.

If you are a consumer user:

- 12.5. Please note that we only provide the Site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and to the fullest extent of the law we have no liability to you for any loss of profit, loss of business, interruption to business or systems, any economic loss or loss of business opportunity or any other loss or liability which may be suffered or incurred to you whether direct, consequential, indirect or special.
- 12.6. Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any products to you, which will be set out in your Subscription Agreement.

Viruses

- 12.7. We do not guarantee, represent or warrant that the Site will be secure or free from bugs or viruses. You are responsible for properly screening and protecting your own information technology and the computer programs through which you access the Site and you should use your own virus protection software and adopt all reasonable security and protection measures to ensure its safe operation.
- 12.8. You shall not misuse the Site 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 the Site, the server on which the Site is stored or any server, computer or database connected to the Site.

13. VARIATION

- 13.1. We may amend these Terms from time to time. Every time you wish to use our Site, please check these Terms to ensure you understand the terms that apply at that time.
- 13.2. We may update and change our Site from time to time to reflect changes to our services, our users' needs and/or our business priorities.

14. SUSPENSION AND WITHDRAWAL

We do not guarantee that our Site, 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 Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

15. GOVERNING LAW AND JURISDICTION

Please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree to the exclusive jurisdiction of the courts of England and Wales.

