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## Terms and conditions

These terms of use (together with the documents referred to in them) tell you the terms on which you may make use of our website, [www.smartlands.io](http://www.smartlands.io) (the site), whether as a guest or a registered user. Use of the site includes accessing, browsing or registering to use it.

Please read these terms of use carefully before you start to use the site. We recommend that you print a copy of these terms for future reference. By using our site, 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 of use, you must not use our site.

## Information about us

[www.smartlands.io](http://www.smartlands.io) is a site operated by Smartlands Platform Ltd (“we” or “us”). We are registered in England and Wales under company number 11543111 and have our registered office at Level39, One Canada Square, Canary Wharf, London E14 5AB, United Kingdom.

## Other applicable terms

These terms of use refer to the Privacy & Cookie Policy [www.smartlands.io.com/privacy-policy.pdf](http://www.smartlands.io.com/privacy-policy.pdf), which sets out the terms on which we process any personal data we collect from you, or that you provide to us, and also sets out information about the cookies on our site.

There are certain other documents that you may choose to be bound by during the course of your use of our site. If you wish to invest in a property on the site you will need to agree to a set of investment documents (**Investment Documents**) that include Investor Terms and Conditions, Articles of Association and a Promoter Agreement. The Investment Documents set out the terms that govern your investment in a property on the site and your relationship with us and our affiliates in relation to such an investment.

These terms of use govern the technical use of the site and, together with the Privacy & Cookie Policy, will continue to apply to you even after you have agreed to the Investment Documents. If

there is a conflict between the Investment Documents and these terms of use and/or the Privacy & Cookie Policy, the Investment Documents will prevail.

## **Changes to these terms**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to review any changes we have made, as they are binding on you.

## **Changes to our site**

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

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Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **Your account and password**

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 [contact@smartlands.io](mailto:contact@smartlands.io)

## **Intellectual property rights**

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- The content on our site is provided for general information only and is not intended to amount to advice (investment, tax or otherwise) on which you should rely. The investments on our site may not be suitable for all investors and if you are in any doubt as to the suitability of

the investments, you should obtain independent financial, professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

- We make no guarantee of any specific results from making an investment in a property on our site, whether net income, capital return or otherwise.
- 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.
- We give no representations, warranties or guarantees, whether express or implied, that our site will be free from defects or faults, that it will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems or that it will be secure.
- You use the site and its content at your own risk.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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:

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- disruption to or non-availability of our site; or
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We will not be liable for:

- loss of profits, sales, business or revenue;
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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 equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

## **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 site will cease immediately.

## **Linking to our site**

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 site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact [contact@smartlands.io](mailto:contact@smartlands.io)

## **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

## **Applicable law**

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.

## **Trade marks**

“Smartlands Platform” is a UK registered trade mark of Smartlands Platform Ltd.

## **Contact us**

To contact us, please email [contact@smartlands.io](mailto:contact@smartlands.io)