



Welcome to www.thelandapp.com (the “Website”).

These Terms of Use and any documents referred to in it set out our terms for your use of the Website. If you continue to browse these Terms of Use, which together with our Privacy Policy, Cookies Policy and the Land App User Terms of Service govern our relationship with you and your use of the Website, you are agreeing to comply with and be bound by these Terms in relation to the Website.

If you disagree with any part of the Terms of Use, you must not use the Website.

DIGITALLANDSOLUTIONS LIMITED is a company registered in England (company no. 09850158) with its registered address at Office, 31 Cattle Market Street, Norwich, Norfolk, England, NR1 3DY (“we”, “us” or “**Land App**”).

OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of the Website:

- our **Privacy Policy**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us;
- our **Cookies Policy**, which sets out information about the cookies on the Website; and
- our **Land App User Terms of Service** will apply to any use of the Land App services.

Accessing the Website

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

You are responsible for making all arrangements necessary for you to have access to the Website, such as a computer and an Internet connection. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of, and comply with, these Terms of Use and any other applicable terms and conditions.

The Website is directed to people residing in the United Kingdom. We do not represent that content available on or through the Website is appropriate or available in other locations. We may limit the availability of the Website or any service described on the Website to any person or geographic area at any time. If you choose to access the Website from outside of the United Kingdom, you do so at your own risk.

The following uses of the Website are prohibited and will constitute breach of contract:

- causing the Website to be interrupted, damaged or impaired (by uploading a virus or otherwise);
- any unauthorised use or copying of the name ‘Land App’, trading style, get-up, confidential information or data;
- unauthorised entry to any non-public part of the Website, including its underlying codes, or into any of our private computer system;
- causing offence or detriment to any other person who uses the Website or any services offered;
- unauthorised copying, downloading or framing of any part of the Website;
- any action which is intended or has the effect of deceiving or misleading us or third parties; or
- causing Land App, you or any other user of the Website, to be in breach of applicable law or regulation.

Intellectual Property Rights

This Website and the material contained on it is owned by, or licensed to, us. This material includes, but is not limited to designs, layout, look, appearance and graphics. Those works are protected by various intellectual property right laws and treaties around the world. All such rights are reserved.

If you wish to use any content on the Website, you must obtain our prior written consent.

Any unauthorised reproduction or use of the Website or the any material contained on it may be subject to prosecution, particularly for infringement of copyright.

If you use any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have accessed through the Website.

Website Content

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date. We reserve the right to alter content on the Website as we deem necessary or appropriate. We are not obligated to keep any content or information on the Website updated.

We may revise the Terms of Use and any of the documents referred to therein at any time by updating this webpage. Please check this webpage from time to time to take notice of any changes to the Terms of Use and/or any of the documents referred to therein, as they are binding on you.

Security, viruses, hacking and other offences

Your communications with us through the Website are at your own risk and, due to the nature of the Internet, we do not guarantee that any communication sent in this manner will reach us safely or without being intercepted.

You are responsible for ensuring that you have effective virus protection software and we do not guarantee that our Website is or will be free of viruses. You will not knowingly introduce viruses or other malicious or technologically harmful material to our Website, misuse our Website, attempt to gain unauthorised access to our Website by any means, or attack (or attempt to attack) our Website with denial-of-service or distributed denial-of-service attacks.

Any breach of this clause is a criminal offence under the Computer Misuse Act 1990 and your permitted use of the Website will be withdrawn immediately. We will treat any breach of this clause extremely seriously. Offences or attempted offences will be reported to the relevant authorities and we will fully support their investigations by any means necessary, including by disclosing your identity.

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 or other proprietary material due to your use of the Website or due to your downloading of any content from it, or on any website linked to it.

Website Links

You are permitted to link to the homepage of our Website, providing that the way in which you do so is fair and legal, our reputation is not damaged (or taken advantage of), or that you do not attempt to suggest that you are associated with us in any way, including any suggestion made that we endorse or approve you.

For further enquiries, or if you wish to make any use of any other material on our Website other than that stated above, please contact us at legal@thelandapp.com.

Links or information may appear on our Website which belong to third parties. Such links and/or information are strictly for your information only. We will not be responsible for the content of websites linked on the Website and will not be liable for any loss or damage that may arise from your use of them as we do not have control over the content of the linked websites or information.

Limitation of Liability

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

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied. You acknowledge that you are solely responsible for the use to which you put the Website and all the information that you obtain from it.

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:

- use of, or inability to use, the Website;
- use of or reliance on any content displayed on the Website;
- any errors or omissions on the Website;
- any loss or damage caused by a virus, distributed denial-of-service attack; or
- loss or damage from any third party website links.

Please note that in particular, we will not be liable for: loss of profits, sales, contract, use, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; pure economic loss; or any indirect or consequential loss or damage.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services by us to you, which will be set out in the Land App User Terms of Service or any other contract in place with you.

Severance

If any part of these Terms of Use is found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of its terms. These Terms of Use shall be deemed amended by modifying or severing such part as necessary to render them valid, legal and enforceable whilst preserving their intent or, if that is not possible, by substituting another provision that is valid, legal and enforceable that gives equivalent effect to the parties' intent. Any such invalid or unenforceable part or parts shall be severable from these Terms of Use in any other jurisdiction and the validity of the part(s) in question shall not be affected thereby.

Jurisdiction and Applicable Law

These Terms of Use and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Queries

If you have any queries about the Website or these Terms of Use, please contact us at legal@thelandapp.com.

Last Updated: January 2022