

# iknowa Terms of Service

The following Terms of Service ("Terms") set out the legally binding agreement under which both Users are permitted to use our website at <https://www.iknowa.com/> and the services provided on it (collectively the "Platform"). You will be deemed to have accepted these Terms on your first use of our Platform. **We draw your attention in particular to the "Limitation of Liability" section. If you do not agree to these Terms, you MUST NOT use the Platform.**

For information on how we collect, store and process your personal data, and our use of cookies, please refer to our Privacy & Cookie Policy.

## 1. ABOUT THE PLATFORM

- 1.1. iknowa is a property improvement marketplace. Our Platform connects and matches property owners ("Property Owners") with individuals or companies who provide property services ("Service Providers"). (Service Providers and Property Owners are collectively referred to as "Users".)

## 2. ABOUT US

- 2.1. The Platform is owned and operated by iknowa Ltd, registered in England and Wales under company number 12249380 ("iknowa", "we", "us", "our"), whose registered office is at 30-31 North Road, Wolverhampton, West Midlands, WV1 1QL.

## 3. OUR ROLE

- 3.1. The Platform connects Service Providers and Property Owners to facilitate transactions for property services. Such Services include: 1. a subscriptions for **(a)** Premium Property Services (Property Owners), **(b)** Sole Trader Subscription (Service Provider), **(c)** Limited Company Subscriptions (Service Provider), **(d)** Document Storage (Based on Usage) and 2. property services carried out on a project by project basis ("Service(s)"). iknowa's role is as an intermediary role only. iknowa is not involved in the organisation or provision of any Services.
- 3.2. Although we take measures to verify the Service Providers on our Platform, such as identification, qualification, insurance checks, we do not endorse any Service Providers on the Platform. We make no representations, warranties or guarantees, whether express or implied,

that the information on our Platform is accurate, complete or up-to-date. Property Owners are responsible for ensuring that a Service or Service Provider meets their specific requirements.

- 3.3. iknowa is not a party to any agreement entered into between a Service Provider and a Property Owner. By completing or accepting a Service booking, you agree to comply with the terms applicable to that Service, which will be made available to you during the proposal process. If you do not agree to the terms applicable to a Service, you must not complete or accept a booking for that Service.
- 3.4. Users are independent from iknowa and they do not act on our behalf. We will not be held liable for any loss or liability suffered by you due to the acts or omissions of another User. For more information, please refer to the Limitation of Liability section.

#### **4. REGISTRATION AND ACCOUNTS**

- 4.1. In order to access and make use of the Platform, you must register for an account. You must be at least 18 years old to register for an account. Any registration by, use of, or access of our Platform by persons under the age of 18 is unauthorised and is in breach of these Terms. In using our Platform, you represent and warrant that you are at least 18 years old.
- 4.2. When you submit your registration, you will receive a notification that we have received your submission. However, this does not mean that your registration has been accepted. We are under no obligation to accept any individual or company on the Platform, and may accept or reject any application at our sole discretion. Once your registration has been accepted, you will receive confirmation via email.
- 4.3. When you choose, or you 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 you must not disclose it to any third party. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us using the contact details below. We will not be liable for any unauthorised use of your account.

#### **5. USER CONTENT**

- 5.1. You retain ownership of the content you submit to the Platform, including your username, photos, descriptions, data about your property / its state

of repair, reviews and comments (“**User Content**”). We do not make any claim to User Content.

- 5.2. You agree that you will not submit any content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our Terms. You also agree not to submit any content that is false and misleading or uses the Platform in a manner that is fraudulent or deceptive. We will not be responsible or liable to any third party for User Content or the accuracy of any materials submitted by you or any other User.
- 5.3. Subject to statutory requirements, including data protection laws, by submitting User Content on or via our Platform, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, fully transferable, sub-licensable, perpetual licence to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your User Content to operate and promote the Platform, in any formats and through any channels, including across any third-party website or advertising medium. Your User Content will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose it to third parties.
- 5.4. You understand that you are solely responsible for your User Content. You warrant that you have all necessary rights to User Content and that you are not infringing or violating any third party’s rights by submitting it to the Platform. You agree to indemnify us for any loss or damage suffered by us as a result of your breach of that warranty. If we receive notice that your User Content infringes a third party’s intellectual property rights or privacy rights, we will remove it immediately and we reserve the right to disclose your identity to that third party.
- 5.5. We are not responsible for User Content or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect our opinions, views, or values in any way.

## **6. PRICING AND PAYMENT**

- 6.1. We charge a subscription fee for any subscription products that you take out with us, as set out in our subscription terms; and/ or we take a fee on any booking for Services made via the Platform, as set out in the contract between the relevant Property Owner and Service Provider.

- 6.2. To manage our secure payment processes, we use Stripe for subscriptions, and Modulr FS Limited for bookings for Services. For bookings for Services, any fees received by the Property Owner will be held in escrow by Modulr FS Limited until completion of the project, after which such fees will be released to the Service Provider. By booking a Service through the Platform, you authorise us to share your information with Stripe / Modulr FS Limited and you agree to comply with Stripe's/ Modulr FS Limited terms and conditions as updated from time to time. You also agree to provide complete and accurate payment information and you warrant that the details you are providing are not fraudulent.

## **7. PROHIBITED USES**

- 7.1. You agree that you will not use the Platform in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. This includes submitting, posting, sharing or communicating any false, misleading or deceptive information of any kind, impersonating another person or entity or misrepresenting your affiliation with another person or entity.

## **8. SECURITY**

- 8.1. You must not misuse our Platform 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 Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform.
- 8.2. We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platforms in order to access our Platform. You should use your own virus protection software.

## **9. PLATFORM ACCESS AND AVAILABILITY**

- 9.1. We will use all reasonable endeavours to ensure that our Platform is fully operational at all times. However, we do not guarantee that access to our Platform will always be available or be uninterrupted. We will not be liable to you if for any reason our Platform is unavailable at any time or for any period.
- 9.2. You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all

persons who access our Platform through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **10. INTELLECTUAL PROPERTY**

- 10.1. We are the owner or the licensee of all intellectual property rights in our Platform and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved and you may not reproduce, copy, distribute, sell, sub-license, store, or in any other manner re-use content from our Platform without our express written permission.
- 10.2. Subject to your agreement and compliance with these Terms, by accepting your registration we grant you a non-transferable, non-exclusive, non-sublicensable license to access and use the Platform until your account is deactivated (whether by you or us).

## **11. SUSPENSION AND TERMINATION**

- 11.1. We will determine, in our discretion, whether there has been a breach of these Terms. When we determine that a breach has occurred, we may take any action we deem appropriate, including:
  - 11.1.1. Immediate, temporary or permanent withdrawal of your right to use our Platform (including suspension or termination of your account).
  - 11.1.2. Immediate, temporary or permanent removal of any of your User Content.
  - 11.1.3. Legal proceedings against you.
  - 11.1.4. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

## **12. LIMITATION OF LIABILITY**

- 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.

- 12.2. Insofar as is permitted by law, we make no representation, warranty, or guarantee that the Services we facilitate via the Platform will meet your requirements or expectations, that they will be fit for a particular purpose, that success or any other specific results may be achieved, or that they will be error-free, timely or reliable. The Platform is provided solely in order to facilitate a subscription arrangement or the booking of Services. We are not a party to any transactions or other relationships between Users or to any disputes between Users. We do not accept any liability for the acts or omissions of other Users. Any claims must be made directly against the User concerned. You use the Platform solely at your own risk.
- 12.3. If you are a Service Provider (or a Property Owner using the Platform for business purposes):
  - 12.3.1. We exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it.
  - 12.3.2. 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:
    - 12.3.2.1. use of, or inability to use, our Platform; or
    - 12.3.2.2. use of or reliance on our Platform or any content on it.
  - 12.3.3. In particular, we will not be liable for:
    - 12.3.3.1. loss of profits, sales, business, or revenue;
    - 12.3.3.2. business interruption;
    - 12.3.3.3. loss of anticipated savings;
    - 12.3.3.4. loss of business opportunity, goodwill or reputation; or
    - 12.3.3.5. any indirect or consequential loss or damage.
- 12.4. If you are a Property Owner using the Platform for personal purposes:
  - 12.4.1. Please note that we only provide our Platform to you for domestic and private use. You agree not to use our Platform for any commercial or business purposes, and we have no liability to you

for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 12.5. Our total liability to you shall not exceed the amount you have paid or received for Services through the Platform.

## **13. INDEMNITY**

- 13.1. You agree to indemnify us against any actual or threatened legal proceedings or claims issued against us by a third party on the basis of your breach of the Terms.

## **14. DISPUTES**

- 14.1. In the event that you have a dispute with us, please contact us directly so a resolution can be found. We will take into account reasonable requests to work through the dispute through alternative dispute resolution methods such as mediation.

## **15. GENERAL**

- 15.1. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms.
- 15.2. We will not lose our rights under these Terms by reason of any delay by us in enforcing those rights.
- 15.3. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be severable and deemed to be removed from these Terms and shall not affect the validity and enforceability of any remaining terms.
- 15.4. These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of England and Wales, and you irrevocably submit to the jurisdiction of the Courts of England and Wales and you irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

## **16. CHANGES TO THESE TERMS**

- 16.1. We reserve the right to make changes to these Terms from time to time at our sole discretion. Your use of the Platform will be subject to the most

recent version of the Terms posted on the Platform at the time of use.  
Please check back frequently for the latest version of our Terms.

## **17. CONTACT**

17.1. Questions, comments and concerns are welcome. To contact us, please email us at [support@iknowa.com](mailto:support@iknowa.com).

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