



TERMS OF SERVICE

Effective Date: October 01, 2025

INTRODUCTION

These Terms of Service ("Terms") outline the rules and regulations for the use of Smartr365's website, located at <https://www.smartr365.com> (the "Site") and the services provided through it (the "Services"). Smartr365 Ltd is a company registered in England and Wales (company number: 10487227).

By accessing the Site or using the Services, you confirm that you are at least 18 years old, capable of forming a binding contract and agree to these Terms. If you do not agree, do not access the Site or use the Services. We may update these Terms from time to time. We will notify you of material changes via email (if provided) or a prominent notice on the Site at least 30 days in advance. Your continued use after changes constitutes acceptance. If you disagree with changes, stop using the Site and Services.

For questions about these Website Terms, contact us at info@smartr365.com.

DEFINITIONS

The following terminology applies to these Terms, our Privacy Policy and any related agreements:

- **"Client," "You," and "Your"** refer to you, the person accessing the Site and compliant with these Terms.
- **"The Company," "Ourselves," "We," "Our," and "Us"** refer to Smartr365 Ltd.
- **"Party," "Parties," or "Us"** refers to both you and us.
- **"Site"** means <https://www.smartr365.com> and any subdomains.
- **"Services"** means the online tools, resources and advisory features provided by Smartr365, including but not limited to mortgage calculators, advisor matching, financial planning tools and related functionalities.
- **"Content"** means all text, images, software, data and materials on the Site.
- **"User Content"** means any data, reviews, feedback or materials you upload or submit via the Site or Services.
- **"Personal Data"** has the meaning given in the UK General Data Protection Regulation (UK GDPR).

All terms refer to the offer, acceptance and consideration necessary to provide our Services to you, in accordance with UK law. Terms used in singular, plural, capitalised or gendered forms are interchangeable.

COOKIES AND PRIVACY

We use cookies and similar technologies to enhance your experience, such as retrieving user details for visits and enabling Site functionality. By using the Site, you consent to our use of cookies as described in our Privacy Policy which is incorporated into these Terms.

Our Privacy Policy explains how we collect, use and protect your Personal Data. We process data in compliance with the UK GDPR and Data Protection Act 2018. You have rights to access, correct, erase or restrict your data—contact info@smartr365.com for requests. For EU/UK users, we rely on lawful bases like consent or legitimate interests for processing.

You can manage cookie preferences via our cookie banner or browser settings.

LICENSE AND INTELLECTUAL PROPERTY

Unless otherwise stated, Smartr365 and/or its licensors own all intellectual property rights in the Content on the Site. All rights are reserved.

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Services for your personal, non-commercial purposes. This includes viewing, printing or downloading Content for personal use, subject to restrictions.

You must not:

- Republish Content from the Site without permission.
- Sell, rent or sub-license Content from the Site.
- Reproduce, duplicate or copy Content from the Site for commercial purposes.
- Redistribute Content from the Site.
- Reverse-engineer, decompile or scrape the Site using automated tools.
- Use the Site or Services in any way that infringes third-party rights or violates laws.

This license begins upon your acceptance of these Terms and may be revoked at any time for breach.

If you submit User Content (e.g., reviews or data), you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, display and distribute it (e.g., for testimonials or improvements), while retaining your ownership. You warrant that your User Content does not infringe third-party rights and is accurate.

Report suspected IP infringements to info@smartr365.com. We may remove infringing content without notice.

HYPERLINK TO OUR CONTENT

The following organisations may link to our Site without prior written approval:

- Government agencies;
- Search engines;
- News organisations;
- Online directory distributors (linking in the same manner as to other businesses); and
- System-wide accredited businesses, except soliciting non-profit organisations, charity shopping malls and charity fundraising groups.

These organisations may link to our home page, publications or other information, provided the link: (a) is not deceptive; (b) does not falsely imply sponsorship, endorsement or approval by us; and (c) fits the context of the linking site.

We may consider and approve link requests from:

- Commonly known consumer and/or business information sources;
- Dot.com community sites;
- Associations or groups representing charities;
- Online directory distributors;
- Internet portals;
- Accounting, law and consulting firms; and
- Educational institutions and trade associations.

We will approve if: (a) the link does not reflect unfavourably on us or our businesses; (b) the organisation has no negative records with us; (c) the hyperlink's visibility benefits us; and (d) the link is in a general resource context.

Approved links must: (a) not be deceptive; (b) not imply false endorsement; and (c) fit the linking site's context.

If interested in linking and you qualify under the above, email us at support@smartr365.com with your name, organisation, contact info, your site's URL, intended linking URLs and target URLs on our Site. Please allow for 10 business days for a response.

Approved organisations may hyperlink as follows:

- By using our corporate name;
- By using the uniform resource locator being linked to; or
- By using any other description of our Site that makes sense within the context and format of content on the linking party's site.

No use of our logo or artwork for linking absent a trademark license agreement. We reserve the right to revoke permission at any time. Prohibit deep linking to restricted or paid content without approval.

SERVICES AND USER OBLIGATIONS

Our Services include web-based tools for mortgage and financial planning, such as calculators, advisor connections, document management and personalised advice features. Access may require account creation with accurate information.

You agree to:

- Provide true, accurate and complete information when using the Services.
- Maintain the security of your account credentials and notify us of unauthorised access.
- Use the Services only for lawful purposes and in compliance with applicable regulations (e.g., Financial Conduct Authority rules if relevant).
- Not interfere with the Site's operation or other users' access.

We reserve the right to modify, suspend or discontinue Services with notice where possible.

PROHIBITED CONDUCT

You must not:

- Use the Site or Services for illegal activities, fraud or harm to others.
- Transmit viruses, malware or disruptive code.
- Harass, threaten or impersonate others.
- Collect data without consent or spam users.
- Bypass security measures or access unauthorised areas.
- Engage in commercial solicitation without permission.

Violations may result in immediate suspension or termination of access, and we may report to authorities. You can manage cookies as follows:

DISCLAIMERS AND LIMITATION OF LIABILITY

The Site and Services are provided "as is" and "as available" without warranties of any kind, express or implied, including accuracy, completeness or fitness for a particular purpose. We do not guarantee uninterrupted access or error-free operation.

To the fullest extent permitted by law, we disclaim liability for:

- Indirect, consequential, incidental or punitive damages (e.g., lost profits, data loss).
- Third-party content or links.
- Decisions based on our tools (seek professional advice for financial matters).

Our total liability for any claim shall not exceed £100 or the fees you paid us in the prior 12 months (if any). This does not affect your statutory rights under UK law, such as the Consumer Rights Act 2015.

TERMINATION AND SUSPENSION

We may terminate or suspend your access to the Site or Services at any time, with or without notice, for reasons including breach of these Terms, inactivity or legal requirements. Upon termination:

- Your license ends immediately.
- You must cease all use and delete any downloaded Content.
- We may delete your account and User Content.

Provisions that survive termination (e.g., IP, liability) remain in effect.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by the laws of England and Wales, without regard to conflict of laws principles.

Any disputes arising from these Terms or your use of the Site/Services shall be resolved exclusively in the courts of England and Wales. For consumers, you may use alternative dispute resolution services, such as the Centre for Effective Dispute Resolution (CEDR).

If you're in the EU, you can use the Online Dispute Resolution platform at <https://ec.europa.eu/odr>.

MISCELLANEOUS

Severability: If any provision is held invalid, the remainder remains enforceable.

Entire Agreement: These Terms, including incorporated policies, constitute the full agreement, superseding prior versions.

Waiver: No waiver of any term is effective unless in writing.

Assignment: We may assign these Terms; you may not without our consent.

Force Majeure: We are not liable for delays due to events beyond our control (e.g., natural disasters).

Updates: We may update these Terms; see the Effective Date above.

By using the Site or Services, you acknowledge reading and agreeing to these Terms.