

TERMS AND CONDITIONS OF USE

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Dash Rides Ltd, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Dash Rides Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Dash Rides Ltd and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Dash Rides Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a computer screen
 - b. download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network)
 - c. print one copy of the Content
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Dash Rides Ltd.
4. You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that (i) is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Website.

5. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Dash Rides Ltd for all claims resulting from Content you supply.

Prohibited use

6. You may not use the Website for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

7. You must ensure that the details provided by you on registration or at any time are correct and complete.
8. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
9. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
10. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

Password and security

11. When you register on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.
12. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

Links to other websites

13. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Dash Rides Ltd or that of our affiliates.
14. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
15. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

16. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions.

Availability of the Website and disclaimers

17. Any online facilities, tools, services or information that Dash Rides Ltd makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Dash Rides Ltd is under no obligation to update information on the Website.
18. Whilst Dash Rides Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
19. Dash Rides Ltd accepts no liability for any disruption or non-availability of the Website.
20. Dash Rides Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

21. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
22. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
23. To the maximum extent permitted by law, Dash Rides Ltd accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software;
 - c. any special, indirect or consequential loss or damage.

General

24. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
25. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

26. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
27. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
28. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
29. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
30. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Dash Rides Ltd details

31. Dash Rides Ltd is a company incorporated in England and Wales with registered number 11779075 whose registered address is 3 Chancerygate Business Centre, Ruscombe Park, Reading, Berkshire, RG10 9LT and it operates the Website www.dashrides.com. The registered VAT number is 316924301.
You can contact Dash Rides Ltd by email on info@dashrides.com.

PRIVACY POLICY

This privacy policy applies between you, the User of this Website and Dash Rides Ltd, the owner and provider of this Website. Dash Rides Ltd takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website. **Please read this privacy policy carefully.**

Definitions and interpretation

6. In this privacy policy, the following definitions are used:

Data	collectively all information that you submit to Dash Rides Ltd via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Laws;
Cookies	a small text file placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in the clause below (Cookies);
Data Protection Laws	any applicable law relating to the processing of personal Data, including but not limited to the GDPR, and any national implementing and supplementary laws, regulations and secondary legislation;
GDPR	the UK General Data Protection Regulation;
Dash Rides Ltd, we or us	Dash Rides Ltd, a company incorporated in England and Wales with registered number 11779075 whose registered office is at 3 Chancerygate Business Centre, Ruscombe Park, Reading, Berkshire, RG10 9LT;
UK and EU Cookie Law	the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 & the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2018;
User or you	any third party that accesses the Website and is not either (i) employed by Dash Rides Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Dash Rides Ltd and accessing the Website in connection with the provision of such services; and
Website	the website that you are currently using, https://www.dashrides.com/ , and any sub-domains of this site unless expressly excluded by their own terms and conditions.

7. In this privacy policy, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;

- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;
- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of this privacy policy.

Scope of this privacy policy

- 7. This privacy policy applies only to the actions of Dash Rides Ltd and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.
- 8. For purposes of the applicable Data Protection Laws, Dash Rides Ltd is the "data controller". This means that Dash Rides Ltd determines the purposes for which, and the manner in which, your Data is processed.

Data collected

- 9. We may collect the following Data, which includes personal Data, from you:
 - a. name;
 - b. job title;
 - c. contact Information such as email addresses and telephone numbers;
 - d. financial information such as credit / debit card numbers;in each case, in accordance with this privacy policy.

How we collect Data

- 10. We collect Data in the following ways:
 - a. data is given to us by you ;
 - b. data is received from other sources; and
 - c. data is collected automatically.

Data that is given to us by you

- 11. Dash Rides Ltd will collect your Data in a number of ways, for example:
 - a. when you contact us through the Website, by telephone, post, e-mail or through any other means;
 - b. when you register with us and set up an account to receive our products/services;
 - c. when you enter a competition or promotion through a social media channel;
 - d. when you make payments to us, through this Website or otherwise;
 - e. when you elect to receive marketing communications from us;

- f. when you use our services;
- in each case, in accordance with this privacy policy.

Data that is received from third parties

- 12. Dash Rides Ltd will receive Data about you from the following third parties:
 - a. Google;
 - b. Facebook;
 - c. Twitter;
 - d. Microsoft Corporation;
 - e. Hotjar Ltd;
 - f. Sendinblue.

Data that is collected automatically

- 13. To the extent that you access the Website, we will collect your Data automatically, for example:
 - a. we automatically collect some information about your visit to the Website. This information helps us to make improvements to Website content and navigation, and includes your IP address, the date, times and frequency with which you access the Website and the way you use and interact with its content.
 - b. we will collect your Data automatically via cookies, in line with the cookie settings on your browser. For more information about cookies, and how we use them on the Website, see the section below, headed "Cookies".

Our use of Data

- 14. Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:
 - a. internal record keeping;
 - b. improvement of our products / services;
 - c. transmission by email of marketing materials that may be of interest to you;
 - d. contact for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Website;in each case, in accordance with this privacy policy.
- 15. We may use your Data for the above purposes if we deem it necessary to do so for our legitimate interests. If you are not satisfied with this, you have the right to object in certain circumstances (see the section headed "Your rights" below).
- 16. For the delivery of direct marketing to you via e-mail, we'll need your consent, whether via an opt-in or soft-opt-in:

- a. soft opt-in consent is a specific type of consent which applies when you have previously engaged with us (for example, you contact us to ask us for more details about a particular product/service, and we are marketing similar products/services). Under "soft opt-in" consent, we will take your consent as given unless you opt-out.
 - b. for other types of e-marketing, we are required to obtain your explicit consent; that is, you need to take positive and affirmative action when consenting by, for example, checking a tick box that we'll provide.
 - c. if you are not satisfied about our approach to marketing, you have the right to withdraw consent at any time. To find out how to withdraw your consent, see the section headed "Your rights" below.
18. When you register with us and set up an account to receive our services, the legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
19. We may use your Data to show you Dash Rides Ltd adverts and other content on other websites. If you do not want us to use your data to show you Dash Rides Ltd adverts and other content on other websites, please turn off the relevant cookies (please refer to the section headed "Cookies" below).

Who we share Data with

20. We may share your Data with the following groups of people for the following reasons:
- a. our employees, agents and/or professional advisors - to improve our services and understand potential customers;
- in each case, in accordance with this privacy policy.

Keeping Data secure

21. We will use technical and organisational measures to safeguard your Data, for example:
- a. access to your account is controlled by a password and a user name that is unique to you.
 - b. we store your Data on secure servers.
 - c. payment details are encrypted using SSL technology (typically you will see a lock icon or green address bar (or both) in your browser when we use this technology).
22. Technical and organisational measures include measures to deal with any suspected data breach. If you suspect any misuse or loss or unauthorised access to your Data, please let us know immediately by contacting us via this e-mail address: info@dashrides.com.
23. If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

Data retention

24. Unless a longer retention period is required or permitted by law, we will only hold your Data on our systems for the period necessary to fulfil the purposes outlined in this privacy policy or until you request that the Data be deleted.
25. Even if we delete your Data, it may persist on backup or archival media for legal, tax or regulatory purposes.

Your rights

26. You have the following rights in relation to your Data:
 - a. **Right to access** - the right to request (i) copies of the information we hold about you at any time, or (ii) that we modify, update or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this, unless your request is "manifestly unfounded or excessive." Where we are legally permitted to do so, we may refuse your request. If we refuse your request, we will tell you the reasons why.
 - b. **Right to correct** - the right to have your Data rectified if it is inaccurate or incomplete.
 - c. **Right to erase** - the right to request that we delete or remove your Data from our systems.
 - d. **Right to restrict our use of your Data** - the right to "block" us from using your Data or limit the way in which we can use it.
 - e. **Right to data portability** - the right to request that we move, copy or transfer your Data.
 - f. **Right to object** - the right to object to our use of your Data including where we use it for our legitimate interests.
27. To make enquiries, exercise any of your rights set out above, or withdraw your consent to the processing of your Data (where consent is our legal basis for processing your Data), please contact us via this e-mail address: info@dashrides.com.
28. If you are not satisfied with the way a complaint you make in relation to your Data is handled by us, you may be able to refer your complaint to the relevant data protection authority. For the UK, this is the Information Commissioner's Office (ICO). The ICO's contact details can be found on their website at <https://ico.org.uk/>.
29. It is important that the Data we hold about you is accurate and current. Please keep us informed if your Data changes during the period for which we hold it.

Links to other websites

30. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Changes of business ownership and control

31. Dash Rides Ltd may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Dash Rides Ltd. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.
32. We may also disclose Data to a prospective purchaser of our business or any part of it.
32. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Cookies

29. This Website may place and access certain Cookies on your computer. Dash Rides Ltd uses Cookies to improve your experience of using the Website and to improve our range of services. Dash Rides Ltd has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and respected at all times.
30. All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.
31. Before the Website places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling Dash Rides Ltd to provide a better experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended.
32. This Website may place the following Cookies:

Type of Cookie	Purpose
Analytical/performance cookies	They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
Functionality cookies	These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
Targeting cookies	These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

33. You can find a list of Cookies that we use in the Cookies Schedule.
34. You can choose to enable or disable Cookies in your internet browser. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.
35. You can choose to delete Cookies at any time; however you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings.
36. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.
37. For more information generally on cookies, including how to disable them, please refer to aboutcookies.org. You will also find details on how to delete cookies from your computer.

General

38. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.

39. If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.
40. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
41. This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.

Changes to this privacy policy

42. Dash Rides Ltd reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations. You may contact Dash Rides Ltd by email at info@dashrides.com.

Cookies

Below is a list of the cookies that we use. We have tried to ensure this is complete and up to date, but if you think that we have missed a cookie or there is any discrepancy, please let us know.

We use the following analytical/performance cookies:

Description of Cookie	Purpose
Google Analytics	Monitor how users reached the Site, and how they interact with and move around once on the Site in order to improve services.
HotJar	Monitor how users reached the Site, and how they interact with and move around once on the Site in order to improve services.

We use the following functionality cookies:

Description of Cookie	Purpose
Dash Rides	Authentication to determine if a user is logged in, and then deliver the right experience and features to that unique user.

We use the following targeting cookies:

Description of Cookie	Purpose
AdWords	Allow advertiser and ad server to gather information about your visits to the Site and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom.
LinkedIn	Allow advertiser and ad server to gather information about your visits to the Site and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom.
Twitter	Allow advertiser and ad server to gather information about your visits to the Site and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom.
Facebook	Allow advertiser and ad server to gather information about your visits to the Site and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom.