

## **Terms and Conditions**

### **1. our agreement**

1.1 Evyland Limited (“Evyland”, “our”, or “us”) is a company registered in England and Wales whose registered office is at Unit A23, Arena Business Centre, Poole, UK, and whose registered number is 12835419.

1.2 In United Kingdom, Evyland Limited is acting as an agent of Plaid, who is providing the regulated Account Information Service and is Authorised and Regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 and Electronic Money Regulations 2011 (Firm Reference Number: 804718). By accessing and using the service you agree to Plaid’s [Service Agreement](#) and [Privacy Policy](#).

In Europe and rest of world, Evyland uses Plaid, BV (RSIN 860002652), who are licensed by De Nederlandsche Bank N.V. for the provision of account information services (AIS) and registered with De Nederlandsche Bank N.V. under number R179714. By accessing and using the service you agree to the Plaid’s [Service Agreement](#) and [Privacy Policy](#).

1.3 By accessing or using the Liv website or any Liv application (including the mobile application (the “App”)) made available by Evyland and the Evyland algorithm (the “Algorithm” and together, the “Service”), you confirm that you accept these terms of use (“Terms of Use”) and that you agree to be bound by them. If you do not agree to these Terms of Use, you must not use the Service. The Service is owned, operated and controlled by Evyland Limited.

1.4 These Terms of Use (together with our Privacy & Cookie Policy) set out the terms on which you may make use of the Service and set out in detail your rights and responsibilities to us and our rights and responsibilities to you during your use of the Service.

1.5 Please read these Terms of Use carefully before you start to use the Service as they will apply to your use of the Service. We recommend that, wherever possible, you print or save a copy of them for future reference.

### **2. the service**

2.1 Evyland provides a service that provides an estimation of your carbon footprint based on your purchase data and allows you to track the estimation of your carbon footprint and discover retailers based on their sustainability ratings as outlined by Liv (the “Service”). By using the Service, you warrant that you are at least 13 years old when resident of the United Kingdom.

2.2 The Service will allow you to:

- upload details of your accounts maintained at third party sites (“Accounts”); and
- access details of transactions and balances on Accounts.

2.3 The purpose of the Service is to help you make more sustainable choices. Based upon our Algorithm, we estimate the carbon footprint of your transactions and provide other elements that are displayed to you.

2.4 You acknowledge and agree that the Service is not endorsed or sponsored by the providers of your Personal Bank Accounts.

### **3. access to the service**

3.1 Access to the Service will be through our site or App. Your use of the App remains at all times subject to the terms and conditions and privacy policies of the relevant app store from which you downloaded it, being one of: the Google Play store; or the Apple App Store, each an "App Store". To the extent that there is a conflict between those terms and conditions and these Terms of Use, these Terms of Use shall take priority.

3.2 You must not allow anyone to access the Service on your behalf. You must treat as confidential the information you provide as part of our security procedures, and you must not disclose it to any third party.

### **4. access to personal accounts**

4.1 To use the Service, you must link your Personal Account to Liv through our Trusted Partner, Plaid Financial Limited ("Plaid"). Our Trusted Partner will then automatically download transactional information relating to your Personal Account(s) and continue to do so at certain times until you withdraw your consent for it to do so. Our Trusted Partner will only provide us with a 'screen grab' of your Personal Account transaction information and will not initiate any payments from your Personal Account(s).

4.2 You grant to us and our Trusted Partner a non-exclusive, royalty-free licence to use the information in your Personal Account(s) for all purposes connected with the Service or referred to in these Terms or the Privacy Policy, with the right to use, modify, display, and create new material using or incorporating such information to provide the Service to you. By submitting information, you agree (without the payment of any fees), that our Trusted Partner and us may use the information for the purposes set out above.

4.3 You are permitted to use content delivered to you through the Service only on our site or App. You may not copy, reproduce, distribute, or create derivative works from this content.

4.4 By providing your account details to our Trusted Partner, you agree and grant our Trusted Partner permission to aggregate your personal data, which may then be stored outside of your own country to the extent permitted by applicable law.

4.5 You agree that when we retrieve your information relating to your Personal Accounts or your information required as part of the provision of the Service, we are doing so as your representative and, on your behalf, and not on behalf of or in the name of any third party.

4.6 You agree that we will be entitled to disclose your identity and information relating to your Personal Account(s) to third parties if we are required to do so by any applicable law or court order.

4.7 We do not check the accuracy of the Personal Accounts information and personal information you provide to us and we rely on you and your Personal Account providers to ensure that the Personal Accounts information and personal information you provide to us is up to date and accurate.

4.8 By using the Service, you represent that you are the legal owner of the data in your Personal Accounts and that you have the authority to appoint, and do expressly appoint, our Trusted

Partners and/or its third party providers as your agent and grant a limited power of attorney to access and retrieve such data on your behalf.

4.9 For our compliance purposes and in order to provide the Service to you, you hereby authorise us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity and Personal Account information. When you register for the Service and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you.

4.10 You agree that our third-party services providers are third-party beneficiaries of the applicable provisions of these Terms, with all rights to enforce such provisions as if such service providers were a party to these Terms.

## **5. your privacy and cookies**

5.1 We use cookies and similar technologies to provide the Service. By using the Service, you agree to the terms of our Privacy & Cookie Policy, which forms part of these Terms of Use and our agreement with you. Please click here for more information: [www.liv-app.co.uk](http://www.liv-app.co.uk).

## **6. your behaviour towards Liv**

6.1 You must not access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same) any part of the Service or its security measures, any servers, other equipment or networks connected to the Service or on which it is stored or any software used in the provision of the Service, including in each case by transmitting any worms, computer viruses, malware, logic bombs, Trojan horses, spyware, harmful components or any other software, code or data of a corrupt, destructive, malicious or disruptive nature (together "Viruses").

6.2 You may not inject content or code or otherwise alter or interfere with the way any page of the Service is rendered or displayed in a user's browser or device.

6.3 You must not access the Service via a means not authorised by Evyland, including, but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies which are used by a search engine with Evyland's express written consent).

6.4 You must not change, modify, adapt or alter the Service or change, modify, adapt or alter another website so as to inaccurately imply an association with the Service or with Evyland.

6.5 Evyland does not accept unsolicited content, information, ideas, suggestions or other materials except where Evyland has set out specific criteria and conditions for submitting them and you agree not to submit them except in accordance with those criteria and conditions.

6.6 Where you do submit unsolicited content, information, ideas, suggestions or other materials submitted in breach of this paragraph 6, you agree that we may use such content, information, ideas, suggestions or other materials for any purpose whatsoever, including, without limitation, developing and marketing products and services without any liability or payment or recognition of any kind to you.

## **7. third party packages and services**

7.1 Your browsing and interaction on any other website or your use of other services, including websites and services which have a link to the Service, is subject to the rules and policies of the relevant website or service. Please read the rules and policies applicable to that website or service before proceeding.

7.2 The Service, or communications from it or comments within it, may include links to third-party websites, applications or features ("Third Party Services"). These links are provided for your information only.

7.3 Evyland does not control, maintain or endorse Third Party Services and you acknowledge and agree that your use of them is at your own risk. We assume no responsibility for the content or operation of Third Party Services and we will not be liable for any loss or damage that may arise from your use of them (or such content).

## **8. web data: charges and security**

8.1 You agree that you are responsible for any and all data charges you incur from mobile service providers, internet service providers or other data providers in using the Service.

8.2 We cannot guarantee that the Service will always be free from Viruses. You are responsible for configuring your information technology (including your mobile telephone) in order to access the Service and for the security of your internet connection. You should use your own virus protection software.

## **9. our right to vary these terms**

9.1 We expect to need to update or amend these Terms from time to time to comply with law or to meet our changing business requirements.

9.2 We reserve the right, in our sole discretion, to change these Terms of Use from time to time ("Amended Terms"). Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Amended Terms take effect. You agree that we may notify you of the Amended Terms by posting them on the Service. Your use of the Service after the effective date of the Amended Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Amended Terms and the Amended Terms will apply to your use of the Service from that point forwards. These Terms of Use will continue to govern any disputes arising before the effective date of the Amended Terms.

## **10.Warranties**

10.1 You expressly understand and agree that:

- Your use of the Service and all information, products and other content (including that of third parties) included in or accessible from the Service is at your sole risk.
- The Service is provided on an "as is" and "as available" basis. Our Trusted Partners and us expressly disclaim all warranties of any kind as to the Service and all information, products and other content (including that of third parties) included in or accessible from the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

10.2 Our Trusted Partner and us make no warranty that:

- The Service will meet your requirements.
- The Service will be uninterrupted, timely, secure, or error-free.
- The results that may be obtained from the use of the Service will be accurate or reliable.
- The quality of any products, services, information, or other material purchased or obtained by you through The Service will meet your expectations.
- Or any errors in the technology will be corrected.

10.3 Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from our Trusted Partner or us through or from the Service will create any warranty not expressly stated in these Terms.

## **11. our liability**

11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.

11.2 We only provide the Service for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3 We do not in any way exclude or limit our liability for:

- Death or personal injury caused by our negligence
- Or fraud or fraudulent misrepresentation

11.4 Subject to clause 13.3, and to the extent permitted by applicable law, our Trusted Partner will not be liable to you in connection with the Service (including your use or inability to use the Service) for:

- Loss of profits or goodwill
- Any statement or conduct on or via the Service by any third party
- Loss of data which is caused by factors other than negligence or breach of statutory duty on the part of us or our Trusted Partner
- The acts or omissions of the providers of your Personal Account(s)
- The cost to you of obtaining goods or services as substitutes for the Service
- Any other loss or damage suffered by you in connection with the Service

11.5 We are not a financial adviser, and the Service is not intended to provide financial advice. Your financial situation is unique. We do not make any representations, warranties, or guarantees of any kind that the Service is appropriate for you.

## **12. indemnification**

12.1 You agree to protect and fully compensate our Trusted Partner and us and our affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to,

reasonable solicitors' fees) caused by or arising from your use of the Service, your violation of these Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

### **13. termination and suspension**

13.1 We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the Service. When such a breach has occurred, we may take such action as we deem appropriate, including all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Service
- Issue of a warning to you
- Legal proceedings against you for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- Further legal action against you; and/or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary

13.2 The responses described above are not limited and we may take any other action we reasonably deem appropriate.

### **14. linking to our website**

14.1 You may link to any page of our Website, provided that you do so in a way that is legal and that does not damage or take advantage of our reputation nor seeks to do so.

14.2 You must not suggest any form of association, approval or endorsement on our part where none exists.

14.3 You must not remove, obscure or modify any advertisements, copyright notice or other information on our Website. Our Website must not be framed on any other website.

14.4 The website in which you are linking must comply in all respects with the content standards set out in these Terms of Use and we reserve the right to withdraw linking permission without notice.

### **15. General provisions & applicable law**

15.1 You may not assign, sub-license or otherwise transfer any of your rights and/or obligations under these Terms of Use to any third party. You acknowledge that we may assign, sub-license or otherwise transfer any of our rights and/or obligations under these Terms of Use to any third party at any time.

15.2 We will have no liability to you for any failure or delay in performing any of our obligations under these Terms of Use to the extent that such failure or delay is caused or contributed to by you or by an event or circumstance beyond our reasonable control.

15.3 These Terms of Use (together with our Privacy & Cookie Policy) contain the entire agreement and understanding of the parties relating to the subject matter of the agreement between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the same.

15.4 If any provision of these Terms of Use is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of these Terms of Use, which will remain in full force and effect.

15.5 Failure by either you or us to exercise any right or remedy under these Terms of Use does not constitute a waiver of that right or remedy.

15.6 These Terms of Use are governed by English law. If you are a consumer, the courts of England and Wales will, subject to this paragraph 15, have non-exclusive jurisdiction over any claim arising from, or related to, these Terms of Use (unless you are a resident of Northern Ireland, in which case you may bring proceedings in Northern Ireland, or you are a resident of Scotland, in which case you may bring proceedings in Scotland). If a court decides that we cannot rely on a part of these Terms, the rest of the Terms will continue to apply, as each of the provisions of these Terms operate separately.

15.7 Nothing in paragraph 15 will limit our right to take proceedings against you in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdiction preclude us from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## **16. cancelling your account**

16.1 You may cancel your user account at any time. Note, extended periods of inactivity may also result in cancellation or Account Information stored in the Service being made unavailable. To cancel your account, go to the related tab or alternatively email [help@liv-app.co.uk](mailto:help@liv-app.co.uk) with your primary email address.

## **17. Enquiries & complaints**

17.1 If you have an enquiry or complaint about the Service, or simply wish to get in touch, you should contact our customer services team via our email [info@liv-app.co.uk](mailto:info@liv-app.co.uk). In the event that you have a complaint we cannot settle, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). You may also submit a dispute for online resolution by using the European Commission Online Dispute Resolution Platform at <https://webgate.ec.europa.eu/odr/>. You may also submit a complaint to the Information Commissioner's Office at <https://ico.org.uk/make-a-complaint/>

17.2 If you have an enquiry or complaint on Plaid, who is providing the regulated Account Information Service and who is authorised by the FCA as an Authorised Payment institution (Reference Number: 804718), you have to recourse to Plaid as our Principal, and further recourse to the Financial Ombudsman service (FOS). <https://www.financial-ombudsman.org.uk/>