

## App Terms of Use

You must be at least 18 years old and resident in the UK to use the app.

By downloading the app, you are agreeing to the terms of this agreement ('Terms of Use') which are legally binding. Please read it together with our Privacy policy and Service Terms before you download and use the app. Only download the app if you have read the rules and agree to them.

If you do not agree to these terms, we will not allow you to use the app and you should not download it.

### About us

We are Simplifi Financial Solutions Limited (**Simplifi, we or us or our**), the creators of the 'Simplifi' mobile app (the **"app"**). We are a company registered in England and Wales (company number 10872479) and our registered address is Unit 6 Queens Yard, White Post Lane, London E9 5EN. You can write to us at this address or email us at support@simplifi.co.uk.

### This Agreement

These Terms of Use (together with the Privacy Policy and Service Terms – see below) tell you the terms on which you may make use of our app and, all together, make up the agreement between you and us (the **"Agreement"**). Use of our app includes downloading, accessing, browsing, or registering to use on any of our services.

You should also see:

- The **"Privacy Policy"** which sets out the terms on which we process any personal data we collect from you, or that you provide to us; and
- The **"Service Terms"** which govern the process of borrowing and lending through the Simplifi app.

**In the event of a conflict between any parts of the entire Agreement – in other words, any inconsistency between these Terms of Use, the Privacy Policy or the Service Terms – the Service Terms shall prevail and take precedence.**

We license you to download and use the app provided you follow all of the rules described in these Terms of Use. The licence:

- is only for you personally (and anyone else that the app store lets you share the app with) and for non-business use;
- starts when you download the app; and
- covers content, materials, or services accessible from, or bought in, the app including all of our support resources. It also covers updates to the app unless they come with separate terms, in which case we will give you an opportunity to review and accept the new terms.

In these Terms of Use, we refer to the site that you download the app from as the 'app store' and we refer to their rules and policies as the 'app store rules'. You must comply with the app store rules as well as these Terms of Use but, if there is any conflict between them, you should follow the app store rules rather than the equivalent rule here.

You do not own the app or any of its contents but you may use it on devices that you own or control, as permitted by the app store rules.

If you sell or give away the device on which you have downloaded the app, you must first remove the app from the device.

You are not allowed to:

- modify the app's code in any way, including inserting new code, either directly or through the use of another app or piece of software;
- deliberately attempt to avoid or manipulate any security features included in the app; or
- pretend that the app is your own or make it available for others to download or use (including by way of copying the code of the app and creating an independent version).

### General terms applying to our app

#### Privacy and your personal information

Protecting your personal information is important to us. Our Privacy Policy explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

## **Accessing our app**

The app relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the app due to a poor internet connection, faulty components in your device (such as a faulty camera), app store failure or anything else that it would not be reasonable to expect us to control.

## **Changes to our app**

We may update our app from time to time and may change the content at any time. However, please note that any of the content on our app may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our app, or any content on it, will be free from errors or omissions.

## **Account**

In order to use the app, you must create an account. When registering for an account, you must provide accurate and complete information and promptly update this information to keep it current. If you provide any information that is inaccurate or incomplete, or we have reason to believe that the information is inaccurate or incomplete, we may suspend or terminate your account and your use of the app. You are solely responsible for all activities that occur through your account. To protect your account from unauthorized use, do not provide your username or password to anyone else. Please notify us immediately of any unauthorized use of your account or any other breach of security by sending an email to [contact@symplifi.co.uk](mailto:contact@symplifi.co.uk)

## **External services**

The app may enable you to access services and websites that we do not own or operate (referred to below as 'external services').

We are not responsible for examining or evaluating the content or accuracy of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you including the way in which they may use your personal information.

You must not use external services in any way that: is inconsistent with these Terms of Use or with the terms of the external service; or infringes our intellectual property rights, or the intellectual property rights of any third party.

From time to time, we may change or remove the external services that are made available through the app.

## **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our app (including the "look and feel" of it), and in the material published on it. Those works are protected by copyright and trademark laws and treaties around the world. All such rights are reserved.

You must not use any part of the content on our app for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our app in breach of these Terms of Use, your right to use our app will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **You must not:**

- disassemble or attempt to reverse engineer any software in our app, except as permitted by law;
- copy, distribute or communicate to the public content from our app or seek to copy, remove or alter any regulatory notices, trademarks, logos or business names from our app; or
- use a program or application to generate quotes or to scrape, copy or index the content from our app;
- use or launch automated systems such as bots, spiders or load testers that access or attempt to access our app or services.

## **No reliance on information**

Although we make reasonable efforts to update the information on our app, we make no representations, warranties or guarantees, whether express or implied, that the content on our app is accurate, complete or up-to-date.

## **Limitation of our liability**

Nothing in these Terms of Use excludes or limits our liability for 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 our app or any content on it, whether express or implied.

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 for losses that:

- were not foreseeable to you and us when this contract was formed; or
- that were not caused by any breach on our part; or
- business losses; or
- losses to non-consumers

arising under or in connection with:

- use of, or inability to use, our app;
- any delay in execution, or a change or fluctuation in a market or currency; or
- use of or reliance on any content displayed on our app.

You agree not to use our app 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.

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, computer programs, data or other proprietary material due to your use of our app or to your downloading of any content on it, or on any app linked to it.

We assume no responsibility for the content of apps linked on our app. Such links should not be interpreted as endorsement by us of those linked apps. We will not be liable for any loss or damage that may arise from your use of them.

### **Your indemnity to us**

You shall indemnify and hold harmless us, and our directors, employees and partners against all claims and expenses attributable to any breach of these Terms of Use by you.

### **Changes to these Terms of Use**

We may need to revise these Terms of Use from time to time to reflect changes in the app's functionality, to deal with a security threat or if there is a change in the law or guidance.

You will be asked to agree to any material changes in advance by an in-app notification, usually when

you download an update. If you do not accept the changes, you will not be able to use the app and can apply to the app store for a refund.

### **Third Party Rights**

No one other than us or you has any right to enforce any term of this agreement.

### **Ending this agreement**

You may terminate your use of the app at any time by closing your account and deleting the app from your device. Termination of your account is your sole right and remedy with respect to any dispute with us regarding the app or these Terms of Use.

**NOTWITHSTANDING THE ABOVE, YOU HEREBY ACKNOWLEDGE AND ACCEPT THAT ANY TERMINATION OF YOUR USE OF THE APP OR THESE TERMS OF USE WILL NOT AFFECT THE STATUS OF YOUR SYMPLIFI ACCOUNT AND ANY AMOUNTS THEREIN, INCLUDING ANY AMOUNTS THAT HAVE BEEN LOCKED IN YOUR ACCOUNT PURSUANT TO ANY ONGOING GUARANTEE – SEE THE SERVICE TERMS AND FAQs FOR FURTHER DETAILS ON OUR SERVICES.**

We may suspend or terminate your access to the app at any time, for any reason. If we suspect that you have violated any provision of these Terms of Use, we may also seek any other available legal remedy. Your rights under these Terms of Use will terminate automatically if you fail to comply with any of these Terms of Use. Upon termination, you must destroy or delete any copy of the app in your possession. You remain solely liable for all obligations related to use of the app, even after you have stopped using the app. Neither we nor any of our licensors, suppliers, or publishers are liable to you or to any third party for any loss caused by any termination of the app or termination of your access to the app or our services.

### **Applicable law**

These Terms of Use, their subject matter and its formation, are governed by English law. If you live in the United Kingdom, you and we both agree to that the courts in the part of the United Kingdom in which you reside will have non-exclusive jurisdiction in relation to any proceedings. If you do not live in the United Kingdom, the course of England and Wales will have exclusive jurisdiction in relation to any proceedings.