

# Valda Energy

## App Licence Terms and Conditions

03 August 2020

# App Licence Terms

## PLEASE READ THESE LICENCE TERMS CAREFULLY

BY DOWNLOADING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD THE APP.

You must be 18 or over to accept these terms, download and install the App.

### 1. Who we are and what this agreement does

We – Valda Energy Limited (company number 11212563) of Unit 11, Talisman Business Centre, Talisman Road, Bicester, OX26 6HR – license you to use:

- 1.1 the Valda Energy application software and the data supplied with the software, including any updates or supplements to it (**App**);
- 1.2 the related online documentation (**Documentation**); and
- 1.3 the services you connect to via the App and the content we provide to you through it (**Services**),

as permitted in these terms.

### 2. Your privacy

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. This information is provided in our [privacy notice](#), and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

### 3. Additional terms

The App, and the Services provided through it, will help you to manage your customer account with us. However, your supply of energy, or any other contract you have entered into with us, will be governed by the [terms and conditions](#) for the relevant product or service. These terms and conditions may affect your use of the Services.

The ways in which you can use the App and Documentation may also be controlled by the app store's rules and policies.

### 4. Support for the App and how to tell us about problems

If you want to learn more about the App or the Services, or have any problems using them, please take a look at the FAQs within the App or the support resources on our website at [www.valdaenergy.com/why-valda/help-and-faqs](http://www.valdaenergy.com/why-valda/help-and-faqs).

If you think the App or the Services are faulty, or wish to contact us for any other reason, please contact our Customer Service team on 0330 390 4510 or through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact).

If we have to contact you, we will do so by email or by SMS, using the contact details you have provided to us.

## 5. How you may use the App

In return for your agreeing to comply with these terms you may:

- 5.1 download or stream a copy of the App onto any compatible device and view, use and display the App and the Services on such devices for the purposes of managing your customer account only;
- 5.2 use any Documentation to support your permitted use of the App and the Services;
- 5.3 provided you comply with these terms, make copies of the App and the Documentation for back-up purposes; and
- 5.4 receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

We are giving you personally the right to use the App and the Services as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

If you download or stream the App onto any device not owned by you, you must have the owner’s permission to do so. You will be responsible for complying with these terms, whether or not you own the device.

You are responsible for keeping any username, password or other information used for signing into the App confidential. You must not disclose this information to any third party. You are responsible for all activities that occur using such information and the results of such use. If you know or suspect that anyone other than you knows your details for signing-in, or if you believe that there has been unauthorised use of this information, you must contact our Customer Service team promptly on 0330 390 4510 or through our website at [www.valdaenergy.com/contact](http://www.valdaenergy.com/contact).

We only supply our products and services to business customers in Great Britain. The App and the Services are therefore directed to businesses in Great Britain.

## 6. Changes to these terms

We may change these terms at any time. For example, to reflect changes in law or best practice or to deal with additional features which we introduce.

We will normally notify you of any change by sending you an email or SMS with details of the change, but we may notify you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Services.

## 7. Updates to the App and changes to the Services

From time to time we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to associated contracts and operating systems or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates, or if you opt out of automatic updates, you may not be able to continue using the App and the Services.

## 8. We do not provide you with advice

All information provided to you through the App is provided for general information purposes only. It does not amount to advice on which you should rely and you agree to make decisions, based on your own judgment and any advice from such advisors as you deem necessary, before taking, or refraining from, any action on the basis of information obtained from the App or the Services.

Although we make reasonable efforts to update the information provided by the App and the Services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

## 9. We are not responsible for other websites you link to

The App or any Services may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy or use any products or services offered by them.

## 10. Licence restrictions

You agree that you will:

- 10.1 not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- 10.2 not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- 10.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- 10.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - 10.5 is not disclosed or communicated without the licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
  - 10.6 is not used to create any software that is substantially similar in its expression to the App;
  - 10.7 is kept secure; and
  - 10.8 is used only for the Permitted Objective; and
- 10.9 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Services.

## 11. Acceptable use restrictions

You must:

- 11.1 not use the App or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously. For example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Services or any operating system;
- 11.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Services (to the extent that such use is not licensed by these terms);
- 11.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Services;

- 11.4 not use the App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 11.5 not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.

## **12. Intellectual Property Rights**

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

“VALDA ENERGY” is a UK registered trade mark of Valda Energy Group Limited (company number 11852539). You are not permitted to use this mark without our approval, unless it forms part of the material you are using as permitted under these terms.

## **13. Our responsibility for loss or damage suffered by you**

You acknowledge that the App and the Services have not been developed to meet your individual requirements.

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.

To the fullest extent permitted by law:

- 13.1 we exclude all implied conditions, warranties, representations or other terms that may apply to the App and the Services; and
- 13.2 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: (a) use of, or inability to use, the App or the Services; or (b) use of or reliance on any content we provide to you through the App. In particular, we will not be liable for: (a) loss of profits, sales, business, or revenue; (b) business interruption; (c) loss of anticipated savings; (d) loss of business opportunity, goodwill or reputation; (e) loss of use or corruption of software, data or information; (f) wasted management or office time; or (g) any indirect or consequential loss or damage.

If our provision of the Services or support for the App or the Services is delayed by an event outside our control, then we will not be liable for delays caused by the event. We will contact you as soon as possible to let you know of the delay and we will take reasonable steps to minimise the effect of the delay.

Different limitations and exclusions may apply to liability arising under any other contract we have with you, which will be set out in our relevant terms and conditions.

## **14. We may end your rights to use the App and the Services**

The App and the Services are made available free of charge. We do not guarantee that the App or the Services will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the App or the Services for business and operational reasons. We may also end your rights to use the App and Services at any time. We will try to give you reasonable notice in each case, but this may not always be possible.

If we end your rights to use the App and Services:

- 14.1 you must stop all activities authorised by these terms, including your use of the App and any Services;
- 14.2 you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this; and

14.3 we may remotely access your devices and remove the App from them and cease providing you with access to the Services.

## **15. Other important information**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

This agreement is between you and us. No other person has any rights to enforce any of its terms.

Each paragraph of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will continue in full force and effect.

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

These terms are governed by English law. You and we agree to bring all disputes arising out of or in connect with these terms to the English courts.

# Contact us:



0330 390 4510



[valdaenergy.com](https://valdaenergy.com)



Business hours 8am-6pm, Monday to Friday

Valda Energy is a trading name of Valda Energy Group Limited (company number 11852539) and Valda Energy Limited (company number 11212563), registered in England and Wales (VAT registered number 322 8693 89). Our registered office is at 11 Talisman Business Centre, Talisman Road, Bicester, OX26 6HR.