



# Website and App Terms of Use

October 2023



## Terms of Use

By using our websites and apps, you are agreeing to comply with these terms of use ("Website Terms"). These Website Terms, together with our Privacy Policy, govern our relationship with you in relation to our website and apps.

We licence use of our Apps to you on the basis of these Terms of Use and subject to any rules or policies applied by any app store provider or operator from whose site, located at either <https://play.google.com> or <https://itunes.apple.com> as appropriate (either, Appstore), the End-user downloaded the App (Appstore Rules). We do not sell our Apps to you. We remain the owner of the Apps at all times.

If you purchase goods from our site, the terms and conditions for that product or service will apply. If you do not agree to these Website Terms, you must not use our websites or apps.

## Information about us

The Levelise Apps and Levelise Websites are operated by Levelise Limited ("we"). We are registered in England and Wales under company number 10653159 and have our registered office at Synergy House, Woolpit Business Park, Woolpit, Bury St. Edmunds, Suffolk, IP30 9UP. All references to 'we', 'us', 'our' or 'Levelise' in these Website Terms includes Levelise Limited and all our Group Companies, and our Group Companies may enforce these terms.

## Definitions

For the purposes of these Website and App Terms "Group Company" means a company or corporation which is: (i) the ultimate Holding Company of a person; or (ii) a Subsidiary of a person; or (iii) a Subsidiary of the ultimate Holding Company of a person; or (iv) an Associate of a person. The terms "Holding Company" and "Subsidiary" shall have the meanings assigned to them by Section 1159 of the Companies Act 2006 and "Associate" shall have the meaning assigned to it by Section 430 of the Corporation Tax Act 2010. If you access the websites or apps from a country outside of the United Kingdom, the terms "Holding Company", "Subsidiary" and "Associate" shall have the meanings given to equivalent terms under the laws of the jurisdiction in which you access the websites or apps.

The term "Website" means any website owned, operated, or provided on or behalf of Levelise.

The term "App" means any Appstore or web-based application owned, operated, or provided on or behalf of Levelise.



## Updates

We may update and change our website from time to time to reflect changes to our products and customer needs.

We may also amend these terms from time to time, so please check back here before using our websites or apps. Your continued use of our Website will be deemed to constitute your acceptance of any revised terms. If you do not agree with any changes we make to these terms, you must not continue to use our Website.

## Availability

While we try to make our websites and apps available at all times, we do not guarantee that our sites, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business, operational, or other reasons. We will not be liable if our websites are unavailable for any period of time.

## We may transfer these terms to someone else

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

## Third party websites

Where our websites contain links to other sites provided by third parties, these links are provided for your information only and are not an endorsement. We have no control over the contents of those sites and so will not accept any responsibility for any materials on there.

## Security

Access to certain areas of our Website may be restricted. We reserve the right to restrict access to other areas of our Website, or indeed our whole Website, at our discretion.

If we provide you with a user ID and password to enable to you access restricted areas of our Website or other content or services, you must treat that user ID and passwords as confidential and must not disclose these to any third party. You are fully responsible for all activities that occur under your user ID or password. If you know or suspect that anyone other than you knows your user identification code or password, you should change your password online immediately, and notify us at [support@levelise.com](mailto:support@levelise.com) if you are still concerned.

We may disable your user ID and password in our sole discretion without notice or explanation.



We do not guarantee that our websites will be secure or free from bugs or viruses and you are responsible for configuring your own computer programmes and platform to access our site. You should use your own virus protection software.

## Information about you

You can use the App and Website to enter information about yourself We will use your information in accordance with our Privacy Policy, which can be found here. <https://www.levelise.com/privacy-policy>. By using any of the Apps you consent to such processing and you warrant that all data provided by you is accurate.

## Content

We provide our websites and apps free of charge and the content on our websites is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our websites and ensure its accuracy, we make no guarantee that the content on our websites is accurate, complete or up to date.

## Linking to our site

You may, of course, link to any page on our websites as long as the link is for fair and legal purposes and is not used to damage or take advantage of our reputation.

You must not establish a link to our Website in such a way as to suggest any form or association, approval or endorsement on our part where none exists or in any website that is not owned by you.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page or scrape any of the content of our Website.

We do move and delete pages from time to time, so links to anything other than our home page may not always work.

We reserve the right to withdraw linking permission without notice.

The website from which you are linking to our Website must not include any content which (a) is illegal or unlawful; or (b) infringes any third party's legal rights (including, but not limited to, intellectual property rights).

## Intellectual property

We own or hold the license for the copyright, trademarks and all other intellectual property rights contained in the content and materials on our websites and apps.



You must not sell, licence, distribute or otherwise make available the content of our websites or Apps.

Nothing on our websites or in our apps gives anyone a licence or right to use any of the content without our prior consent.

You are not permitted to use our names and/or logos without our prior written approval.

## Liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so, including liability for any non-excludable warranties, guarantees or other rights provided by law in the jurisdiction in which you access the websites or apps (Non-Excludable Guarantees).

We otherwise exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.

Subject to any Non-Excludable Guarantees 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 (i) your use of, or inability to use, our websites or apps; or (ii) your use of or reliance on any content displayed on our websites or apps. Where we are permitted to limit our liability for breach of any Non-Excludable Guarantees our liability is limited, at our option, to either resupplying, replacing, or paying for the cost of replacement of the relevant goods or services.

In particular, we will not be liable for:

- loss of profits, sales, income, production, use, business, or revenue;
- loss or corruption of data;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

In addition, we will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

The Website is directed at our customers and prospective customers in the United Kingdom and we make no representations or give any warranties that the Website and the materials on the Website are appropriate or available for use in locations outside the United Kingdom.



## Governing Law

These Website Terms are governed by the laws of England and Wales, and any disputes arising shall be dealt with exclusively by the English courts.

## Contact

If you have any questions about these terms, please write to us by email to [support@levelise.com](mailto:support@levelise.com) or by post to:

Levelise Ltd  
Synergy House  
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