

## **MIO (END USER) TERMS OF USE**

**PLEASE READ THESE LICENCE TERMS CAREFULLY.** These terms tell you who we are, how we will provide the App to you, how we may make changes to it, what you must not do, what to do if there is a problem and other important information.

### **1. Who we are and what this Agreement does**

- 1.1 These terms relate to the use of mio, via the app or the mobile website (**Mio**).
- 1.2 Please read these licence terms (**Mio Terms**) before you start to use the app or the website as they will apply to your use of Mio, including any updates or supplements to Mio, and the service you connect to via Mio and the content we provide to you through it (**Service**).
- 1.3 By using Mio, you confirm that you agree to these Mio Terms and will comply with them. If you do not agree to these Mio Terms you must immediately stop using Mio and uninstall it if you have downloaded the app.
- 1.4 Mio is operated by TM Group (UK) Limited (**we, us or our**). We are a limited company registered in England and Wales under company number 05278187 and have our registered office at 1200 Delta Business Park, Swindon, Wiltshire, SN5 7XZ. Our VAT number is 747636400.

### **2. Related Terms**

- 2.1 The following terms are incorporated into these Mio Terms by reference and apply to your use of Mio and the Services:
  - 2.1.1 **Corporate Contract.** Your use of Mio is pursuant to an agreement between us and your estate agent, and such terms take precedence over these Mio Terms.
  - 2.1.2 **Privacy Policy.** 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 Policy](#) and it is important that you read that information. By using Mio or any of the Services, you agree to us collecting and using technical information about the devices you use Mio on and related software, hardware and peripherals to improve our products and to provide any Services to you. We will also share the personal data that you provide to us when you use Mio with your estate agent. Please check your estate agent's privacy policy to ensure that you understand how they will use your personal data.
  - 2.1.3 **Cookie Policy.** Our cookie policy can be found at [www.mio.co.uk/cookiepolicy](http://www.mio.co.uk/cookiepolicy) and sets out information about the cookies we use.
  - 2.1.4 **Appstore Terms.** In addition the ways in which you can use Mio may also be controlled by the rules and policies of Apple Inc. <https://www.apple.com/uk/legal/internet-services/terms/site.html> or Google Play [https://play.google.com/intl/en-US\\_uk/about/play-terms/index.html](https://play.google.com/intl/en-US_uk/about/play-terms/index.html) (**Appstore**

**Provider**) depending on which Appstore Provider you used. The Appstore Provider rules and policies will apply instead of these Mio Terms where there are differences between the two.

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

### **3. Licence**

- 3.1 We grant you a worldwide, royalty-free, non-assignable, non-exclusive, revocable, non sub licensable and non-transferable licence to use Mio subject to these Mio Terms.
- 3.2 There is no personal charge to you to either download or use Mio, however you acknowledge that your agreement with your mobile network provider (**Mobile Provider**) will apply to your use of Mio. You acknowledge that you may be charged by the Mobile Provider for data services while using Mio and you accept sole responsibility for such charges.
- 3.3 If you download or stream Mio onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Mio Terms, whether or not you own the phone or other device.

### **4. Changes to these terms and Mio**

- 4.1 We may change these Mio Terms at any time to reflect changes in law or best practice or to deal with additional features which we introduce. We will notify you of any change to the Mio Terms when you next use Mio. By continuing to use Mio you confirm that you accept any such changes to the Mio Terms.
- 4.2 From time to time we may automatically update Mio and change the Service to improve performance, enhance functionality, reflect changes to the operating system 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 Mio and the Services.
- 4.3 You are responsible for making all arrangements necessary for you to have access to Mio. We may change the minimum specification required to access Mio at any time. We give no guarantee that you will have access to Mio on your mobile device (or continue to have access to Mio). We shall not be liable to you if any such change in specification results in your mobile device becoming incompatible with Mio.

### **5. Eligibility and your Account**

- 5.1 You may only use Mio if you have been provided with a unique registration link by your estate agent.

- 5.2 You will need to register to use Mio and the Services. As part of the registration procedure you will need to choose a password. You are responsible for safeguarding the password that you use to access Mio and the Services and are responsible for any activity using your account, whether or not you authorised that activity.
- 5.3 If you know or suspect that anyone other than you knows your password we recommend that you change your password immediately.

## **6. Licence restrictions**

6.1 You agree that you will:

- 6.1.1 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;
- 6.1.2 not copy Mio or the Services, except as part of the normal use of Mio or where it is necessary for the purpose of back-up or operational security;
- 6.1.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of Mio or the Services nor permit Mio or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use Mio and the Services on devices as permitted in these Mio Terms;
- 6.1.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Mio 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 essential for the purpose of achieving inter-operability of Mio with another software program and provided that the information obtained by you during such activities:
- is used only for the purpose of achieving inter-operability of Mio with another software program, approved by us in writing in advance;
  - is not disclosed or communicated without our prior written consent to any third party;
  - is not used to create any software that is substantially similar in its expression to Mio; and
  - is kept secure.

## **7. Acceptable use restrictions**

7.1 You must not:

- 7.1.1 use Mio or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Mio Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into Mio, any Service or any operating system;
  - 7.1.2 infringe our intellectual property rights or those of any third party in relation to your use of Mio or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
  - 7.1.3 transmit any material that is defamatory, discriminatory, offensive, obscene, sexually explicit, promotes violence or is otherwise objectionable in relation to your use of Mio or any Service;
  - 7.1.4 use Mio or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
  - 7.1.5 collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.
- 7.2 We reserve the right to review all content and material uploaded to Mio, and to remove any such content that, in our opinion, violates this clause 7. However we are under no obligation to review all of the content uploaded and, as a result, we cannot guarantee that content on Mio will not breach the restrictions in this clause 7. We expressly exclude our liability for any loss or damage arising from the use of any interactive element of Mio in contravention of this clause 7.

## **8. User-generated content**

- 8.1 Whenever you make use of a feature that allows you to upload content to Mio, you must comply with the acceptable use restrictions set out in clause 7 and you warrant that any such content does comply with those restrictions, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of that warranty.
- 8.2 Mio allows you to complete certain tasks relating to your property transaction. This information will be shared with your estate agent and may be used to update other third parties with progress of the chain.
- 8.3 Mio includes information uploaded by other users of Mio and the Services. This information has not been verified or approved by us.
- 8.4 Use of Mio is at your own risk and you are solely responsible for decisions that you make as a result of the content and material published on Mio by you and other users.
- 8.5 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Mio constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to

disclose your identity to any law enforcement agency or regulatory body who has a lawful and legitimate interest in obtaining it.

## **9. Intellectual property rights**

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

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

- 10.1 To the maximum extent permitted by law, and except as expressly provided for in these Mio Terms:

10.1.1 access to Mio and any content provided through Mio is made available to you on an 'as is' and 'as available' basis and we do not provide any warranties for accuracy or comprehensiveness of such content. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from Mio or the Service;

10.1.2 we do not guarantee that access to Mio will be continuously available or that Mio will function without error, inaccuracy or defect. We recommend that you back up any content and data used in connection with Mio, to protect yourself in case of problems with Mio or the Service.

10.1.3 your access to Mio is at your sole risk;

10.1.4 we disclaim any and all express or implied promises, representations, and warranties of any kind with respect to your access to Mio, including but not limited to condition, conformity to any representation or description, compatibility with all equipment and software configurations, existence of any latent or patent defects, negligence, warranties of title, against infringement, and merchantability or fitness for a particular use or purpose;

10.1.5 in no event are we or our third party providers liable for any loss or damage, including any cost, expense (including legal fees), payment, liability (including contingent and prospective liabilities), claim, judgment, demand or other liabilities (including all consequential loss including all consequential economic loss and loss of profit, revenue, margin, use, production, opportunity, contract, goodwill, business or anticipated savings and whether based on contract, tort or any other legal theory, even if we have been advised of the possibility of such damages) from your access and/or use of Mio; and

10.1.6 all terms which would otherwise be implied by law, custom or usage are excluded.

- 10.2 Mio or any Service 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 any products or services offered by them.

10.3 Any liability, including breach of contract, tort (including negligence and breach of statutory duty), misrepresentation or restitution, that we may have to your estate agent as a result of a breach of these terms shall be governed by the Corporate Contract.

10.4 Nothing in these Mio Terms excludes or limits our liability for:

10.4.1 injury or death caused by our negligence;

10.4.2 loss caused by our willful default of, or fraudulent misrepresentation or fraudulent concealment;

10.4.3 any breach of the confidentiality obligations set out in these Mio Terms; or

10.4.4 any other liabilities to the extent they cannot be excluded under law.

## **11. Suspension and Termination**

11.1 We may suspend or terminate your access to use Mio and the Services at any time if, in our reasonable opinion, you are in breach of any of these Mio Terms or any other policies and/or guidelines created for Mio and the Service.

11.2 We may also suspend or terminate all or any part of your access to Mio if in our sole reasonable opinion we have a legitimate concern about your access to Mio, or conclude that you have suffered a security breach that impacts on the confidentiality or integrity of Mio.

11.3 We may terminate your access to all or any part of Mio if we have reason to believe that you are no longer authorised by your estate agent to share or receive data through Mio or if we are no longer a supplier to your estate agent.

11.4 We may exercise these rights to suspend or terminate immediately, or at any point in our sole discretion, without notice.

## **12. Consequences of suspension or termination**

12.1 On termination of these Mio Terms:

12.1.1 You must cease using Mio;

12.1.2 the licences granted under clause 3 shall cease;

12.1.3 all perpetual licences granted to us under these Mio Terms continue in full force and effect; and

12.1.4 we shall immediately disable your access to Mio and cancel your login details.

12.2 On suspension of these Mio terms we may:

12.2.1 disable your access to all or any part of Mio; and

12.2.2 suspend your login details.

12.3 Suspension and termination of these Mio Terms does not affect any continuing rights and obligations of the parties set out in these Terms, including (without limitation) clauses 3, 9, 10 and 12.

### **13. Other important terms**

13.1 We may transfer our rights and obligations under these Mio 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 contract.

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

13.3 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

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

13.5 We are not liable for delay in performing, or failure to perform, any of our obligations under these Mio Terms if such delay or failure results from events, circumstances or causes beyond our reasonable control.

13.6 Even if we delay in enforcing this contract, 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 contract, 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.

13.7 You acknowledge that your breach of any of the provisions of these Mio Terms may cause immediate and irreparable harm to us for which we may not have an adequate remedy in money or damages. We may obtain an injunction against you from a court of competent jurisdiction and recover from you the costs incurred in seeking such an injunction. Our right to obtain injunctive relief does not limit our right to seek or obtain further remedies.

13.8 These Mio Terms are governed by English law and any legal proceedings in respect of the products must be brought in any court of competent jurisdiction in the United Kingdom. Notwithstanding the foregoing, we may initiate legal proceedings in any court of competent jurisdiction to secure interim or interlocutory relief.

#### **14. How to contact us**

If you have any queries regarding these Mio Terms or problems using Mio, please contact us via:

Email: [helpdesk@mio.co.uk](mailto:helpdesk@mio.co.uk)

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