



## Fluro App Terms and Conditions

### 1. Introduction

- 1.1. These terms and conditions ("**Terms**") set out Fluro Platform Limited's ("**Fluro**", "**Our**", "**Us**" and "**We**") relationship with you when you use the Fluro mobile application (the "**App**" or "**Fluro App**").
- 1.2. You must read these Terms carefully before using the App. Your use of any of the services offered on the App (the "**Services**") is subject to these Terms, and by signing up for or using any of the Services you agree to be bound by them.
- 1.3. These Terms are entered into between you (the "**Customer**") and us and must be read in conjunction with our:
  - Privacy Notice;
  - Marketing Statement; and
  - Cookie Policy.
- 1.4. If you have any questions about these Terms or do not understand them, please contact us using the contact detail set out on the App.
- 1.5. Definitions used in these Terms are set out in the Appendix.
- 1.6. The App is launched to help Customers more actively and effectively manage their credit cards and make paying credit card debts easier. We partner with third party companies and act as their agent to access your account information in relation to your credit cards. This enables us to consolidate all your credit card information in one place and provide you useful insights to help you manage your credit card debts.
- 1.7. We partner with Plaid Financial Ltd. (company registration number 11103959) ("**Plaid**") to provide the Pay functionality, which offers Customers simple optimised repayment solutions across multiple credit cards to save time and money. Plaid is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 for the provision of payment initiation and account information services (firm reference number 804718).
- 1.8. For Customers that prefer fixed term debt consolidation offerings, we also provide consolidation loans (subject to eligibility requirements).
- 1.9. We are currently a free to use service with absolutely no fees, but we reserve the right to introduce charges to our services and will inform you before these charges come into effect
- 1.10. You can cancel our Services and terminate your account on the Fluro App ("**Fluro Account**") at any point.
- 1.11. We are here to support you. If you have a query or need help you can contact us at any point via email at [cx@fluro.co.uk](mailto:cx@fluro.co.uk) or through the in-App chat.
- 1.12. We rely on technology to support our proposition. While we endeavour to have the service available at all times we cannot make any warranties.
- 1.13. Security is important to us. If your details are compromised you should contact us immediately.



- 1.14. We may with due cause terminate your Fluro Account immediately for misuse of, or a breach of, these Terms. We reserve the unrestricted right to terminate your Fluro Account at any time by giving you reasonable notice.

## **2. Information about us**

- 2.1. Fluro Platform Limited is registered in England and Wales under company number 08302549 with registered office at 55 Old Broad Street, London, EC2M 1RX.
- 2.2. We are registered with the Information Commissioner's Office (ZA002001) and are a member of Cifas
- 2.3. We do not make any representations, warranties, or guarantees of any kind that any or all of the Services offered on the App are right for you. If you are not sure whether any of the Services are right for you, you should seek advice from a qualified financial, legal, tax or other adviser.

## **3. Our Services**

- 3.1. We will act with due skill, diligence and care when offering providing our Services to you. Not all of our Services will be right for all Customers. You should seek independent advice if you are unsure on the suitability of any of the Services.
- 3.2. Your access to the Services is at our sole discretion. We may reasonably, and as permitted under applicable law, add, modify or discontinue any feature or functionality or any other tool within our Services at our own discretion and without further notice to you. Where a material adverse change is made to the core functionality of any of our Services, we will give you reasonable notice of such change in line with these Terms.
- 3.3. We offer the following Services in the App:

### **Fluro Health Check**

- 3.4. Fluro Health Check will enable you to access, manage and act on information regarding any of your connected credit cards, bringing your credit card account data into one place. This includes information on your balances, statements and spending as well as interest charges and fees.
- 3.5. We track and analyse information from your connected credit cards to help you better understand your repayments, interest and spending patterns.
- 3.6. The information we receive comes via our application programming interface (API) aggregator partner, Bud. When you connect your credit cards to us you will be accessing Bud's services through the App and permit them to access your account information to share the information with us.
- 3.7. We partner with Bud Financial Limited ("**Bud**") and act as their agent for the provision of account information services ("**AIS**"). We use Bud's services to provide accurate financial insights to you through the App. By connecting your credit cards you are allowing Bud to access the last 12 months of account information from your credit card companies and share it with us. We use your data on your credit cards to offer personalised financial management services. These include timely alerts, nudges, budgets, spending analysis and repayment data.



- 3.8. In using the App you agree that Bud may process, gather or analyse information from one or more linked credit cards to give you, through the App, information regarding your transactions and financial position across all credit card accounts.
- 3.9. By agreeing to these Terms, you also agree to Bud's end user agreement which is available here:
  - <https://www.thisisbud.com/end-user-agreement>
- 3.10. The above end user agreement sets out the terms on which you agree to Bud accessing information on your payment accounts. Bud is subject to UK data protection laws and is required to keep your data safe under those laws. You can find copies of Bud's privacy policy here:
  - <https://www.thisisbud.com/en-gb/privacy-policy>
- 3.11. Bud is the trading name of Bud Financial Limited (registered in England and Wales with company number 09651629). Bud is authorised and regulated by the Financial Conduct Authority under Firm Reference Numbers 765768 and 793327. We are a registered agent of Bud, under Firm Reference Number 1012086.

#### **Fluro Pay**

- 3.12. A payment plan under the App's Pay functionality ("**Pay**") works by using payment initiation technology, which, through open banking payments enables you to make one-off payments to your credit cards. The payment initiation service provider used on the App is Plaid.
- 3.13. The use of Pay is subject to your acceptance of Plaid's terms and it is your responsibility to confirm you have adequate funds available prior to setting up a payment plan and approving a payment. Information you share with Plaid is treated in accordance with its End User Privacy Policy, available at <https://plaid.com/legal/#consumers> ("**Plaid's Privacy Policy**"). You agree that by using Plaid under the Pay, you agree to the terms and conditions of Plaid's Privacy Policy. Furthermore, you agree to authorise Plaid to access and transmit your information as it may reasonably require to provide its services to you in connection with your use of Pay.
- 3.14. If you opt to use the Pay feature, you will be subject to identity verification checks. You agree to Fluro providing any of your information to Plaid as they may legally require to check and verify your identity.
- 3.15. The payment plan will allow you to set and allocate your budget towards the cards you wish to pay every month from the App.
- 3.16. When creating a payment plan under Pay, we will use your credit card account information to show you details of your outstanding balances, and where available your minimum repayment amounts for that month.
- 3.17. Creating a payment plan under Pay offers you the ability to set a repayment budget each month for each of your connected credit cards. The amount set up under a payment plan must be greater than your relevant minimum repayment amount(s), in order for us to help you achieve the selected objective of reducing the interest payable on each of your connected credit cards. To do so, we adopt the avalanche method, which will show you your credit cards in order of applicable interest rates:
  - The remainder of any sums that have not been used to meet the minimum repayment obligations on each credit card will be allocated to the card with the highest interest rate, allowing you to pay your most expensive debt off first.



- In the event that each connected credit card has the same interest rate, the remainder of any sums that have not been used to meet the minimum repayment obligations on each card will be split equally.
- 3.18. We do not accept any responsibility you have for ensuring that your credit cards are paid or for the timing of your payments outside the use of Fluro Pay.
  - 3.19. Pay is provided on a non-advised basis. It is for customers to use at their leisure to allow easier payments. You remain responsible for making repayments to your credit card accounts. Failing to meet minimum repayments could result in late payment fees, damage to your credit score and debt recovery action.
  - 3.20. Before executing a payment plan under Pay, you should ensure that your allocations are correct as once confirmed the payments will be sent directly to your credit card companies and we will have no legal recourse to the funds.
  - 3.21. If by paying off your credit card debt you neglect your priority bills or other bills that you need to pay, it is important to understand what may happen. Failing to pay priority bills such as rent, mortgage, loans or other bills such as, taxes, fines, child support payments or other debts could result in a negative impact to your credit score, the loss of access to credit and essential goods or services, or in extreme circumstances to the eviction from or repossession of your home. You should always think carefully about the repayments you are making towards your credit cards and ensure these are appropriate and sustainable.
  - 3.22. You may terminate your account with Plaid at any point by notifying us. Upon receipt of your notification, we will promptly disable your access to Plaid's services.
  - 3.23. Plaid may disable your access to their services immediately if you are in repeated breach of their end user services agreement, a copy of which can be found here: <https://plaid.com/legal/#end-user-services-agreement-uk>.

#### **Fluro Loan**

- 3.24. In addition to Pay, we offer fixed term debt consolidation solutions through the Fluro Loan functionality. To find out whether you are eligible for a Fluro loan, simply answer the questions displayed under the Loans tab in the App.
- 3.25. Upon receiving your responses to the questions above, we will review this information and conduct a soft credit check on your credit report to assess whether we accept or decline your loan application. If your application is accepted, we will show you your available loan quote(s); and if your application is declined, a decline screen will be shown, explaining that you will be unable to reapply for a loan for a specific period of time.
- 3.26. Should you decide to accept our loan offer, you will be redirected to our Website to proceed.

#### **Third Party Deals**

- 3.27. We will, through the connection of your credit card information, actively try to find money saving opportunities for you and present these to you within the App. This may be through content, website links and offers from various third parties. The goods and services contained within our offers are usually provided by third parties. We are not endorsed or sponsored by any of the third party providers you may see within the App. However, should you take up a product or deal, we may receive a payment from those third parties. We are not responsible for the products and



services given to you by these third parties. These fall under the terms and conditions of the third parties themselves.

#### **4. Using the App and our Services**

##### **Registration**

- 4.1. To use any of our Services, you must first download the App and register an account with us. You are not able to register to use our Services on behalf of someone else.
- 4.2. To register, you must give us accurate, complete and up-to-date contact information, including but not limited to your full legal name, mailing address, date of birth, email address and telephone number. You are responsible for the information you give us. You must promptly update your Fluro Account if there are any changes to the information you have given.
- 4.3. Registration is subject to approval by us in all cases. We reserve the right, in our sole and absolute discretion, to turn down any application for registration, without having to give a reason. If we approve your registration, you will receive a notification from us. We may be required by law to carry out checks (including checks with credit reference agencies) for the purposes of confirming your identity.
- 4.4. We may ask you for additional information, from time to time, when you are opening your Fluro Account or at a later stage. If this information does not meet our requirements, this may result in your Fluro Account opening being delayed or turned down, or suspended or closed once opened.

##### **Eligibility**

- 4.5. To be eligible for a Fluro Account you must:
  - Be a resident in the United Kingdom;
  - Have the full legal capacity to enter into a contract; and
  - Be 18 years old or over.
- 4.6. You will not be eligible for a Fluro Account if any of the following are true:
  - The application is being made on behalf of someone else;
  - You already have a Fluro App Account; or
  - There is any reason that we are unable to grant you an account under applicable laws.
- 4.7. It is your responsibility to make sure you satisfy all of our minimum eligibility criteria set out above before choosing to register with us. By registering, you confirm to us that you meet all of the minimum eligibility criteria.
- 4.8. Additional eligibility criteria may apply to a particular Service. If applicable this will be indicated in the App. It is your responsibility to ensure that you satisfy the eligibility criteria both to sign up for a Fluro Account and to use any of our Services.

##### **Access and Security**

- 4.9. For your Fluro Account to work in the App you must:
  - Access the App on a mobile phone capable of downloading and running the App, including support for 2-factor authentication;



- Give accurate, complete and up-to-date information requested during set up; and
- Verify your mobile number via the one-time passcode and verify your email address via the email that we send you as and when required.

4.10. During registration for a Fluro Account you will be asked to set up a 4-digit PIN which will be used as part of your personalised security credentials. You must take all reasonable precautions to keep your login details and PIN secure at all times. You are the only authorised user of your Fluro Account so you must not disclose your personalised security credentials to anybody else. You are responsible for all activities that occur using your personalised security credentials and you must contact us immediately if you discover or suspect any unauthorised use of your Fluro Account.

### **Obligations**

4.11. By using the App and Services you agree to comply with your contractual obligations that govern your use of the App and the Services.

4.12. When you access the App and Services, you shall:

- Exercise all due care, skill and diligence in using them;
- Make sure that you comply with all applicable laws and regulations in connection with them;
- Provide all documentation or information that we may reasonably require to ensure our compliance with applicable laws and regulations, including information to verify your identity. Failure to do so may result in the termination of your account under these Terms;
- Not use them to provide products or services to any third party;
- Give us consent to access your credit card accounts on a read-only basis. Those credit cards should be used for personal use only and not business purposes;
- Agree to submit only one application to use our Services and to have only one Fluro Account. Any additional Fluro Accounts will be terminated under provision 6 of these Terms.

### **Fees**

4.13. Subject to provision 4.14 below, the App is currently free to use. We do not charge you for using the App, or for setting up, using and closing your Fluro Account.

4.14. We reserve the right to introduce fees to any of the Services provided within the App, but we will of course inform you before any related fees come into effect.

4.15. As you would expect, these Terms only cover the Services provided by us. They do not deal with taxes or costs that might be charged by third parties that you need to pay to receive our Services – for example costs charged by your mobile phone provider.

4.16. While we aim to help you avoid incurring fees from your credit card issuers, we cannot guarantee this and we are not responsible for any fees that you do incur in relation to your credit cards.

### **Third Party Providers**

4.17. We may partner with third party providers when providing our Services to you. These Terms include important information about the relationship you might have with such third party providers. Third party providers may have their own terms and conditions and policies in



addition to ours which may be applicable to you. Please also refer to our Privacy Notice in relation to the processing of your personal data in this context.

- 4.18. When selecting to work with third parties, we shall act in your best interests, and under applicable laws.

## **5. Your Data**

- 5.1. You agree to us using your information to offer and run our Services, and to any other lawful grounds that we may have from to use your information from time to time.
- 5.2. You are required to keep your personal data updated.
- 5.3. If you're no longer happy for us to use your information, we'll have to close your Fluro Account. We may keep your personal data and use it where we have lawful grounds to do so. For example, any identity verification information we need to maintain for regulatory reasons.
- 5.4. Terms you also agree to our Privacy Notice which contains further details about how we treat your data.

## **6. Right to suspend or close your Fluro Account**

- 6.1. You can close your Fluro Account at any time with immediate effect by contacting [cx@fluro.co.uk](mailto:cx@fluro.co.uk) or through the in-App chat.
- 6.2. We may immediately suspend or close your Fluro Account for a number of reasons including where:
  - You use the Fluro App in a way that would be a breach of these Terms;
  - You don't give us information we've asked for or information you've given is false or misleading;
  - You have been inactive in your account for an extended period;
  - Your behaviour towards us makes it difficult to deal with you (for example your behaviour towards our staff is inappropriate and unacceptable);
  - You have broken these Terms in a serious or persistent way and you have not put the matter right within a reasonable time of us asking you to
  - We are required to by law or regulation;
  - We can verify that the account holder has died; or
  - A duplicate account is identified.
- 6.3. We will notify you if we are closing your Fluro Account for any other reason, unless informing you would compromise reasonable security measures or otherwise be prohibited by law.

## **7. Contacting Us**

- 7.1. If you wish to contact us for any reason, you can message us through the in-App chat or email us at [cx@fluro.co.uk](mailto:cx@fluro.co.uk).
- 7.2. If we have to contact you or give you notice in writing, we will do so by email, through the App or through an instant messaging service using details you give us. We may also contact you by phone or SMS text message.
- 7.3. It is your responsibility to ensure that the contact information we have for you is up to date. You are required to tell us as soon as you can if there is a change to:



- Your name;
- Your address;
- Your email address; or
- Your mobile number

7.4. Following any of these changes it might be necessary for us to ask you for, and for you to provide, more information as part of this process.

7.5. We may record and monitor telephone conversations that we have with you. We will store recordings based on applicable law, or for as long as we consider necessary to be able to offer the services to you.

## **8. Copyright**

8.1. All content and materials provided by us, including images, text, visual interfaces, information, data, and computer code, and all related Intellectual Property Rights, excluding any third party brand affiliate marketing, are the property of Fluro.

8.2. You agree you won't use our intellectual property, except to use the App and related Services.

8.3. You agree you won't reverse engineer the App or Services provided on the App, that is try to reproduce them after examining how they are put together.

## **9. Security**

### **Keeping your Fluro Account safe**

9.1. You must keep your Fluro Account information, security details and the devices you use to access your account safe. This means:

- not sharing your security details with anyone;
- not letting anyone else use your Fluro Account; and
- keeping your devices and security details safe

### **Lost or stolen devices**

9.2. If your mobile device is lost or stolen or if you suspect someone has gained unauthorised access to your security details or password, you must contact us immediately at [cx@fluro.co.uk](mailto:cx@fluro.co.uk), or through the in-App chat functionality.

9.3. To take any action, you will need to give certain account information used to set up the account so we can verify your identity.

### **Security Incidents**

9.4. If you believe that your Fluro Account has been compromised or do not recognise activity on it, contact us as soon as possible at [cx@fluro.co.uk](mailto:cx@fluro.co.uk), or through the in-App chat functionality.

9.5. If we become aware or suspect that you are affected by fraud we may block or suspend the use of your Fluro Account, until such time that the Account's security has been restored.

9.6. If we become aware of suspect that an operational security incident has occurred, some or all of the functionality of your Fluro Account may be limited until such time that the suspected





incident is resolved. Your Fluro Account may also be blocked where regulation or law requires us to.

### **Unauthorised Access and Interference**

- 9.7. You must not access without authority, penetrate, interfere with, damage or disrupt, or attempt to do any of the same, any part of our Services or their security measures, any servers, other equipment or networks connected to our Services, or on which they are stored, or any software used in providing them.
- 9.8. You may not inject content or code or otherwise alter or interfere with the way any page of our Services is rendered or displayed in a user's browser or device.
- 9.9. You must not access our Services via a means not authorised by us.
- 9.10. You must not change, modify, adapt or alter our Services or change, modify, adapt or alter another mobile application or website so as to inaccurately imply an association with our Services, the App or with Fluro.
- 9.11. We do not accept unsolicited content, information, ideas, suggestions or other materials except where we have set out specific criteria and conditions for submitting them to which you agree.
- 9.12. Where you do submit unsolicited content, information, ideas, suggestions or other materials submitted in breach of the preceding paragraph, you agree that we may use such materials for any purpose whatsoever, including developing and marketing products and services without any liability or payment or recognition of any kind to you.

## **10. Complaints**

- 10.1. If you have a complaint about these Terms, the App or Services provided please contact us in one of the following ways:
  - Email us at [cx@fluro.co.uk](mailto:cx@fluro.co.uk);
  - Phone our support team on (+44) 020 7096 8512; or
  - Send it in writing to 55 Old Broad Street, London, EC2M 1RX.
- 10.2. Your complaint will be acknowledged by email within 3 working days. We will then investigate and send you a final response within 15 business days from the day after we first receive your complaint.
- 10.3. Complaints that cannot be settled within eight weeks after the date of complaint may ultimately be referred to the Financial Ombudsman Service. You may contact them:
  - In writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR;
  - By telephone on 0800 023 4567 or 0300 123 9123; or
  - By email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- 10.4. All complaints should be raised with us in the first instance. If you fail to raise the complaint with us, you will not be entitled to refer it to the Financial Ombudsman Service. Information regarding our Complaints Procedure can be found on our Website at [www.fluro.co.uk/complaints](http://www.fluro.co.uk/complaints).
- 10.5. Should you wish to raise a complaint in relation to the service with a credit card issuer, please refer to the complaints policy of that credit card issuer.



## 11. Liability, Warranties and Indemnification

### Our Liability

- 11.1. Nothing in these Terms affects, removes or reduces any obligation we have under the rules of the Financial Conduct Authority.
- 11.2. We will do all we reasonably can to make sure that our services are not interrupted and are accessible at a reasonable speed. However, we can't promise that this will always be the case, for example where we rely on third parties to complete processes.
- 11.3. You acknowledge and agree that we will not be liable for any losses suffered or incurred by you other than a set out in these Terms. For the avoidance of doubt, nothing in these Terms is intended to limit or exclude any entitlement or remedy you may have available to you under applicable laws.
- 11.4. The Pay functionality is provided by Plaid. Please refer to their terms and conditions. We will not be liable for any losses you may suffer or incur as a result of the use of, or inability to use, the Pay functionality which is caused by matters outside of our control.
- 11.5. Our Services are only for domestic and private use. You agree not to use the App 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.
- 11.6. 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
- 11.7. Subject to clause 11.6, and to the extent permitted by applicable law, we are not responsible or liable to you for:
  - any delays or inaccuracies in the transmission of instructions or other information (or any resulting action or failure to act) where that delay or inaccuracy is a result of factors outside our reasonable control, save that Fluro will take such action as may be reasonably practicable in all the circumstances to mitigate the effect of any such factors;
  - changes made to the App or its content by unauthorised third parties;
  - any breach of these Terms arising from circumstances outside our reasonable control;
  - loss of profits or goodwill;
  - any statement or conduct on the App or Services, or via the App or via the services by any unauthorised third party;
  - loss of data which is caused by factors other than negligence or breach of statutory duty on the part of us or third parties we work with;
  - the acts or omissions of the providers of your credit card accounts;
  - the cost to you of obtaining goods or services as substitutes for the Services; or
  - any other loss or damage suffered by you in connection with the Services or these Terms outside of our control.

### Warranties

- 11.8. You agree that your use of the App and all information, products and other content (including that of third parties) included in or accessible from us is at your sole risk.



- 11.9. You agree that the Services are provided on an as-is and as-available basis. We expressly disclaim all warranties of any kind as to us and all information, products and other content (including that of third parties) included in or accessible from us, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 11.10. We make no warranty that:
- We will meet your requirements;
  - We will be uninterrupted, timely, secure, or error-free;
  - The results that may be obtained from the use of the Services will be accurate or reliable;
  - The quality of the any Services purchased or obtained by you through us will meet your expectations; or
  - Any errors in the technology will be corrected.
- 11.11. Any material downloaded or otherwise obtained through the use of the Services 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 us will create any warranty not expressly stated in these Terms.

#### **Indemnification**

- 11.12. You agree to protect and fully compensate 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 App or Services, your violation of these Terms or your infringement, or infringement by any other user of your Fluro Account, of any intellectual property or other right of anyone.

### **12. Financial Abuse and Vulnerability**

- 12.1. If we suspect and/or reasonably believe that your financial affairs are subject to financial abuse, we reserve the right to:
- refuse to act on any instructions until we are reasonably satisfied that there is no financial abuse; and
  - report suspicions to any legal, regulatory or governmental/local authority that we deem appropriate in the circumstances and your best interests.
- 12.2. Where we reasonably believe you to be vulnerable, we reserve the right to take reasonable steps to protect your best interests.
- 12.3. Provided at all times that we act per applicable laws and regulations and/or within our reasonable belief, you agree that we shall not incur any liability or obligation to you, or through consequence to any third party under this clause 12.

### **13. General**

#### **Our agreement is with you**

- 13.1. This agreement is between you and us. No other person will have any rights to enforce any of the Terms, even if that person has relied on any such term or has indicated to any party an assent to any such term.

#### **We can transfer our rights**



- 13.2. Neither party shall be entitled to assign, charge, or otherwise transfer or encumber or dispose of these Terms or any of its rights, benefits (including by trust) or obligations under it in whole or in part without the prior written consent of the other party, except that we shall be entitled to, in our absolute discretion, assign or subcontract to any Fluro Group company or any company who takes over our business.

#### **Severability**

- 13.3. If any provision of these Terms is found to be invalid, illegal, or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid, or enforceable and the remainder of these Terms shall not be affected. The parties agree to attempt to substitute for any invalid, illegal, or unenforceable provision for a valid, legal, or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal, or unenforceable provision. The parties' obligations under the invalid, illegal, or unenforceable provision shall be suspended, to the relevant extent, whilst an attempt at such a substitution is made

#### **We can take action later**

- 13.4. No failure or delay by either party to exercise any power or right under these Terms shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power. Any of the rights or remedies of the parties under these Terms, may at any time be enforced separately or concurrently with any other rights and remedies whether under these Terms or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other

#### **English law applies**

- 13.5. These terms are governed by English law. This means any dispute or claim arising out of or in connection with these terms will be decided under English law, and the parties hereby submit to the exclusive jurisdiction of the English courts.

#### **Changes to these Terms**

- 13.6. We reserve the right to vary these Terms from time to time. We will notify you as soon as reasonably practicable before any such changes to the Terms come into effect. Our updated Terms will be displayed on the App and by continuing to use and access the App and our Services following such changes, you agree to be bound by any variation made by us.



## **Appendix – Definitions and Interpretations**

1.1 In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

### **Account**

means the account set up for and provided to each Customer for the purposes of using the Fluro App;

### **Associated Company (Companies)**

means a company which is a subsidiary, a holding company or ultimate holding company of Fluro, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company. "Subsidiary" and "holding company" shall have the meanings ascribed to them in section 1159 Companies Act 2006 and "company" shall include any body corporate;

### **Cookie Policy**

means as set out on the App;

### **Fluro Group**

means us and/or any of our Associated Companies;

### **Intellectual Property Rights**

mean all rights in and to inventions (whether patentable or not), patents, designs (both registered or unregistered), copyright, database rights, rights in computer software, trade and service marks (both registered and unregistered) and any other intellectual property right or sui generis rights, together with all rights to the grant of and applications for the same and the right to issue proceedings for passing off, and including all similar or analogous rights throughout the world and all future rights of such nature;

### **Privacy Notice**

means as set out on our App; and

### **Website**

means [www.fluro.co.uk](http://www.fluro.co.uk).

- 1.2 Clause, appendix and paragraph headings shall not affect the interpretation of these Terms.
- 1.3 Person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 Unless otherwise stated, references in these Terms to clauses, schedules, annexes, appendices, and exhibits are clauses, schedules, annexes, appendices and exhibits of these Terms.
- 1.6 References to each party herein include references to its successors in title, permitted assignees and novates.



- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 "Including" means including but not limited to, or without limitation.