

PLEASE READ THESE APP USE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

Who we are and what this agreement does

We, ACORN INSURANCE AND FINANCIAL SERVICES LIMITED (English company with registered company number 01636368, whose registered office is at 98 Liverpool Road Formby, Liverpool, Merseyside, L37 6BS, license you to use the following to the extent permitted in these terms:

- our mobile application software Taxi Insurance by Acorn and any updates and supplements to it or replacements to the same (**App**);
- any related online or electronic documentation (**Documentation**); and
- the features, functions and related services you access and/or connect to via the App and the content we provide to you through it (each an **App Capability**).

References to “**we**”, “**us**”, “**our**” and “**ourselves**” are to the said Acorn Insurance and Financial Services Limited.

Your privacy

Under data protection legislation, we are required to provide you with certain information including 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 <https://www.acorninsure.co.uk/docs/Privacy-Policy.pdf> unless you are using a specific service to which a different privacy policy applies, and it is important that you read that information.

Operating system requirements

This App requires a working mobile device with internet connectivity through wi-fi or mobile data, and the following minimum specifications:

- **Operating System:** iOS version 15 or a later, or Android 9.0 (Pie) or a later.
- **ROM (read-only memory):** a minimum of 150MB of available storage.
- **RAM (random-access memory):** a minimum of 2GB of RAM.
- **Processor:** a minimum of 1.5 GHz quad-core processor (or equivalent).

Please ensure your device meets or exceeds these specifications before installation or use.

Our Additional Terms

Our additional terms and conditions stated below apply to any purchases you make or commence through or concerning the App. Please read and understand those terms carefully before making or commencing any purchase through or concerning the App.

Description	Link to Terms
Terms of Business	https://www.acorninsure.co.uk/docs/Terms-Of-Business.pdf

Appstore terms, rules and policies also apply

The ways in which you can use the App and Documentation may also be controlled by the respective terms, rules and policies of the official digital platform or software download store from which you download the App (each such platform or store being an **Appstore**), including the terms, rules and policies noted in the table below.

Appstore	Appstore Privacy Policy/Notice	Appstore Other Terms
Google Play	https://policies.google.com/privacy?hl=en	
App Store	https://www.apple.com/legal/privacy/en-ww/	

The applicable Appstore terms, rules and policies will apply instead of these terms where there are differences between the two on the same subject matter and context.

You must be 18 to accept these terms and use the App

You must be 18 or over to accept these terms and do any of the things stated above concerning the App.

Registration

You need to be a registered user to access and use the App or any App Capability within it.

We reserve the right from time to time to designate a different or additional reason for registration in respect of the App.

For registration you need to complete the account creation process after you download and access the App. This includes providing a valid, correct and complete contact details (to include, but not limited to, a valid operational e-mail address) which are not misleading.

Each registration is for a single user only.

We do not permit you to share your username and password with any other person nor with multiple users on a network.

Responsibility for the security of any username and/or password issued rests with you. If you know or suspect that someone else knows your username and/or password, you should contact us immediately via <https://www.acorninsure.co.uk/contact-us/>

If you are registering on behalf of a business or any corporate body, by registering with us you are confirming that you have the proper authority to bind the business/corporate body on whose behalf you are registering.

Your registration for the App by itself does not mean that we agree to sell you any insurance or other product/service on or through the App.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We may also do so to comply with regulatory requirements or industry standards.

We will give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you may continue to use the App and any App Capability in accordance with the existing terms, but certain new features may not be available to you or will not be permitted to continue to use the App or any App Capability.

Support for the App and how to tell us about problems

Support and contacting us (including with complaints). If you want to learn more about the App or any App Capability or have any problems using them, as well as if you think the App or any App Capability is faulty or misdescribed or wish to talk to us for any other reason, please contact us at <https://www.acorninsure.co.uk/contact-us/>

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

How you may use the App, including how many devices you may use it on. In return for you agreeing to comply with these terms you may:

- download, access and use a copy of the App onto compatible devices;
- view, use and display the App and each App Capability on such devices for browsing, locating, accessing or connecting to, viewing, interacting with, communicating through and making purchases through the App; and

- 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.

You may not transfer the App to someone else

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

Update to the App and changes to an App Capability

From time to time, we may automatically update the App or change an App Capability 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 the App or any App Capability.

The App should always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

If someone else owns the phone or device you are using

If you download the App 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 terms, whether or not you own the phone or other device.

We are not responsible for other websites you link to

The App or any App Capability 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.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or any App Capability in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or any App Capability, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or any App Capability;
- not permit the App or any App Capability, or any part of them, to be combined with, or become incorporated in, any other programs, except as necessary to use the App or an App Capability on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or any App Capability 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:
 - is not disclosed or communicated without our 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; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective; and

- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any App Capability.

Acceptable use restrictions

You must:

- not use the App or any App Capability (or anything purchased through or concerning the App) 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 App Capability or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any App Capability, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any App Capability;
- not use the App or any App Capability in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not 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.

Intellectual property rights

As between you and us, all intellectual property rights in the following belong to us throughout the world belong to us (or our licensors):

- the word, logo or any related image for **Acorn**
- the words, logo or any related image for **Taxi Insurance by Acorn**
- any word, expression, logo or any related image that looks or sounds like any of the above;
- the App, the Documentation, each App Capability and content of the same (other than content uploaded by you to the App).

The rights in the App, the Documentation and each App Capability are licensed (not sold) to you under these terms.

You have no intellectual property rights in, or to, the App, the Documentation or any App Capability other than the right to use them in accordance with these terms.

You will not use, frame or utilise framing techniques to enclose any trademark, logo or other proprietary information (including the images found in the App, the Documentation or any App Capability, the content of any text or the layout/design of any page/section or form contained on a page/section) without our express prior written consent. Further, you will not use any meta tags or any other "hidden text" utilising our name, trademark, or App name without our express written consent.

Except as express permitted in writing in these terms, none of the content of the App, the Documentation or any App Capability (other than information you upload) may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means (including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise) without the prior express written permission of us and/or the respective copyright owner.

Without affecting the application or enforceability of the above, you agree not to infringe any intellectual property rights whatsoever of us or any of our group of companies or any third party (whether or not registered) in each case concerning any aspect of the App, the Documentation, any App Capability or any related content of the same.

Our responsibility for loss or damage suffered by you

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 or for fraud or fraudulent misrepresentation. All other terms apply subject to the above sentences of this paragraph.

We are not liable for certain losses. To the extent that you use of the App wholly or mainly for any commercial, business, professional, craft or trade purpose (for example to buy an insurance policy wholly or mainly for commercial, business, professional, craft or trade purposes) we will have no liability for:

- any direct, indirect or other kind of:

- loss or depletion of production, sales, business revenue, profits, goodwill, anticipated savings, capital gains or equity value;
 - loss concerning business interruption, loss or corruption of data or wasted expenditure;
 - without affecting the application and enforceability of the above, special losses, commercial losses or pure economic losses; or
 - any loss or other liability caused by, contributed to by, made worse by or otherwise arising from any statement, act, or omission of anyone other than ourselves, our subcontractors, or respective directors, officers, employees, or agents;
- any indirect or consequential losses;
 - any punitive damages; or
 - any combination of any of the above,

Liability cover amount. To the extent that you use of the App wholly or mainly for any commercial, business, professional, craft or trade purpose, our maximum total liability for all losses and other amounts claimable under these terms, to the extent caused by, made worse by, contributed to by or arise from your access and use of the App or any App Capability, whether claimed under any legislation, contractual right, equity right, common law right or otherwise, shall be limited to £10,000 (ten thousand pounds sterling), to the fullest extent permitted by law. Liability for purchases within the App shall be governed by the terms applicable to those purchases as noted above.

We are not responsible for events outside our control. If our provision of any App Capability or support for the App or any App Capability is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any App Capability or related deliverable that you have paid for but not received.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill; however, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation subject to the other provisions of these terms. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

Limitations to the App and App Capabilities. The App and App Capabilities are provided for general information and purposes only for you to consider whether or not to buy from us through the App or otherwise manage dealings with us concerning such purchases. They do not offer legal, professional or other advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or any App Capability. Although we make reasonable efforts to update the information provided by the App or App Capability, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or any App Capability.

Check that the App and the App Capabilities are suitable for you. The App and each App Capability have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and each App Capability (as described on the applicable Appstore site and/or in the Documentation) meet your requirements.

We may end your rights to use the App and the Services if you break these terms

We may end your rights to use the App or any App Capability at any time by contacting you if you have broken these terms in more than a trivial way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App or any App Capability:

- you must stop all activities authorised by these terms, including your use of the App or the applicable App Capability (as the case may be);
- 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
- we may remotely access your devices and remove the App from them and cease providing you with access to the Services.

We may transfer this agreement 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 happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

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

No rights for third parties

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.

If a court finds part of this contract illegal, the rest will continue in force

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.

Even if we delay in enforcing this contract, we can still enforce it later

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.

Entire position

These terms are the only agreement, arrangement, understanding and commitment between you and us concerning their subject matter, excluding all pre-contractual statements not expressly included in writing in these terms.

Separate rights

Rights or remedies under these terms apply independently to each other and without affecting the application or enforceability of other rights and remedies. Rights and remedies under these terms are cumulative and repeatable.

No Derogatory Statements

You will not make any statements or comments about us to anyone, on any online or offline forum/platform, or in any other way, in each case that can reasonably be considered to be defamatory, derogatory or (even if true) deliberately or negligently designed or intended to harm our reputation or commercial success.

Interpretation

"**will**," "**shall**," and "**must**" have the same meaning.

Any phrase introduced by the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term before or after such expressions.

A reference to **writing** or **written** includes email and any document signed in wet/ink form or through e-signature on a platform like DocuSign.

Headings or sub-headings don't affect interpretation of these terms.

If these terms are translated, the original English version shall prevail and apply.

References to legislation include all respective updates and replacements, and all respective subordinate legislation.

Singular words include the plural, and vice versa.

Where you or we are prohibited or restricted from doing something under these terms, such party will also be deemed to ensure that such thing is not done with, through or for any other person.

Notices

You and we will keep each other informed of respective contact details.

Notices must be given in writing and in English.

Notices sent by post or given by hand delivery must go to the recipient's latest postal address (subject to document service rules under Section 1139 of the Companies Act 2006).

Notices sent by email must go to the recipient's latest email address. Notices are deemed served: (i) 72 hours after posting, (ii) 1 hour after confirmed email dispatch (if emailed by 4 pm on a Business Day) or by 9 am on the next Business Day (if emailed after 4 pm or on a day other than a Business Day), or (iii) immediately, for hand delivery.

A "**Business Day**" is a day other than a Saturday, Sunday or a public holiday in England.

The above rules in this section for notices do not apply to service of formal legal proceedings.

Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.

You can submit a complaint to the Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR via their website at <https://www.financial-ombudsman.org.uk>.

The Financial Ombudsman Service (FOS) will not charge you for making a complaint and if you are not satisfied with the outcome, you can still bring legal proceedings.

The laws that apply to this agreement and where you may bring legal proceedings

These terms are governed by English and Welsh law.

You or we can bring legal proceedings in respect of any dispute concerning these terms in English or Welsh courts.

If you live in Scotland you or we can bring legal proceedings in respect of any dispute concerning these terms in the Scottish, English or Welsh courts.

If you live in Northern Ireland, you or we can bring legal proceedings in respect of any dispute concerning these terms in the Northern Irish, English or Welsh courts.