



**PLEASE READ THESE LICENCE TERMS CAREFULLY.**

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

### [Who we are and what this agreement does.](#)

We Utopi Ltd of 163 Bath Street, Glasgow, Scotland, G2 4SQ, license you to use:

- Utopi mobile application software (App) version 1.X (2024) and any updates or supplements to it.
- The service you connect to via the App and the content we provide to you through it (Service),

as permitted in these terms.

### [Resident app.](#)

The organisation who operates your residence has appointed Utopi to provide them with ESG services. These services include collecting environmental data through smart meters within the operators building(s). The App allows residents to view their room temperature and encourages them to reduce the negative environmental impact of excessively heating or cooling their living space(s). For the avoidance of doubt, the App is a service Utopi offers to the building operator who has decided to make the App available to its residents.

### [Your privacy.](#)

This app provides you with a way to access the personal data that you have provided to the organisation who operates the building through smart meters in your residence. You can find out more about our role and the role of the building operator here: [End User Privacy Notice](#)

The organisation who operates the building will provide you with further information including how and why they collect, store, use and share such information, your rights in relation to your personal data and how to contact them and the ICO if you have a query or complaint about the use of your personal data.

# UTOPI

## Competitions and campaigns.

From time to time, we may run competitions or campaigns through the App. If you wish to take part in any such competition you must at the time of entry confirm that you are eligible and agree to be bound by the relevant campaign or competition terms and conditions, and any other specific rules which may apply from time to time to any such campaign or competition (Competition Rules). Our decision in respect of all matters relating to any competition shall be final and we reserve the right to disqualify any entrant and/or winner in our absolute discretion in accordance with any Competition Rules.

In some circumstances we may run competitions on behalf of third parties (including the building operator) that we work with and, unless the Competition Rules state otherwise, they will be responsible for awarding and providing any prizes. In such circumstances, we will not be responsible for any such prizes or awards to be administered and provided by the third party. Insofar as is permitted by law, we will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss or damage occurring as a result of taking up the prize or for any disputes that arise in relation to the competition between you and the third party.

## App Store's terms also apply.

The ways in which you can use the App and Service may also be controlled by the terms, rules and policies of the store from which you download the App, such as the Apple AppStore, or the Google Play Store.

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

Support. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at the FAQ section.

Contacting us. If you think the App or the Services are faulty or you wish to contact us for any other reason please email our customer service team at [residentapp@utopi.co.uk](mailto:residentapp@utopi.co.uk)

Contacting your operator. If you have any concerns about how your data is collected and used, please contact your operator.

## How you may use the App.

In return for your agreeing to comply with these terms you may download or stream a copy of the App onto any mobile telephone or handheld device that you own or have permission to use, and view, use and display the App and the Service on such devices for your personal purposes only.

# UTOPI

## You may not transfer the App to someone else.

We are giving you personally the right to use the App and the Service 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 we provide you with login details to enable you to access restricted aspects of the Services, you must ensure that your login details are kept confidential. You are responsible for any activity arising out of any failure to keep your login details secure.

You may not use any other persons login details to access their account for Services provided to them.

## Changes to these terms.

We may need to change these terms to reflect changes in law, best practice or to deal with additional features or changes which we introduce.

We may change the terms of these terms on notice at any time by sending you an email or SMS with details of the change or notifying you of a change when you next use the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.

If you do not accept the notified changes you may not be permitted to continue to use the App and the Service, or certain new features may not be available to you.

## Update to the App and changes to the Service.

From time to time we may automatically update the App 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 the App and the Services.

## If someone else owns the phone or device you are using.

If you download or stream 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 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 (as the case may be).

[Licence restrictions.](#)

You agree that you will:

- 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;
- not copy the App 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;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App 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;
- 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:
  - 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; 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;

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

## Acceptable use restrictions.

You must:

- not use the App or any Service 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 Service 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 Service;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

## Intellectual property rights.

All intellectual property rights in the App (and any related online 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 (and any related online documentation) or the Services other than the right to use them in accordance with these terms.

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

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, but 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.

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.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you



for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### [Limitations to the App and the Services.](#)

The App and the Services are provided for general information purposes to assist you with managing your energy usage in your residential living space. They do not offer 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, projections or reports obtained from the App or the Service. You are responsible for managing your own energy usage. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date or that it will result in any reduction of your energy usage.

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 the Service.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services meet your requirements.

We are not responsible for events outside our control. 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 try to contact you as soon as reasonably practicable to let you know and we may take steps to minimise the effect of the delay. We will not be liable for delays caused by the event.

We do not guarantee the availability of the App and Services. We do not warrant or guarantee that the App or Services will always be available or that the App will operate without interruption.

#### [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 and Services at any time by contacting you if you have broken these terms in a serious 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 and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- 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.

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

We will be entitled to hold you responsible to reimburse us for the consequences we suffer or incur (including losses, damages, costs, liabilities and expenses) arising out of any material breach of you by any provision of these terms.

## [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 Contract (Third Party Rights) (Scotland) Act 2017 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.

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Which laws apply to this agreement and where you may bring legal proceedings.

These terms are governed by and construed in accordance Scots law and legal proceedings in respect of this agreement can be brought in the Scottish courts (through consumer residents of Norther Island and England may bring proceedings in that jurisdiction).