



TERMS OF USE

PLEASE READ THIS CAREFULLY BEFORE CONTINUING

BEFORE COMMENCING DOWNLOADING OR USE OF THE APPLICATION (“App”), YOU SHOULD CAREFULLY READ THE TERMS OF USE FOR THIS APP. BY COMMENCING DOWNLOADING OR USE OF THE APP YOU ARE AGREEING TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE FOR THIS APP YOU SHOULD NOT DOWNLOAD OR USE THE APP.

When you accept the terms of this App by commencing downloading or use of the App, Energy Saving Trust (EST), company number 02622374 whose registered office is at 30 North Colonnade, Canary Wharf, London, E14 5GP (the “Licensor”) shall immediately grant you (the “User”) a limited, non-exclusive, non-transferrable license to use the Energy Saving Trust - EV Life mobile App.

1. About the Energy Saving Trust and the EV Life App

The Energy Saving Trust is one of the UK’s leading organisations set up to address the damaging effects of climate change. We aim to cut carbon dioxide emissions – the main greenhouse gas causing climate change – by promoting the sustainable and efficient use of energy. The Energy Saving Trust is an independent, non-profit making organisation and acts as a bridge from government to consumers, trade, businesses, local authorities and the energy market. We provide impartial information and advice and have a network of advice centres in the UK specifically designed to help consumers take action to save energy.

The EV Life App is funded by Transport Scotland, an agency of the Scottish Government, and managed by EST with the purpose of better understanding how current drivers of ultra-low emission vehicles (ULEVs) drive their vehicles. The App aims to capture Users’ motivations for switching to a ULEV and identifying their driving patterns, charging requirements and any issues or challenges faced. This data will provide valuable information to help inform Scottish Government policy on the electrification of Scotland’s transport network. This App is funded for a limited time only and is currently only available until June 2020.

2. Data Protection

Energy Saving Trust is collecting your information so that we can better understand the needs and behaviours of ULEV drivers in Scotland. This information will be shared with Scottish Government to help inform policy and target funding. We will contact you with monthly updates on the project and may remind you to submit your data if we notice you have not logged any data in 2 months. We may contact you for further information about you and your vehicle and, with your consent, share quotes and photos for testimonials. We may contact you to ask for your feedback on your experience of our services to help us improve them.

If you enable push notifications in your device settings, we will send you notifications in accordance with the applicable OS (iOS/Android) End User Licence Agreement. We will ask your permission before the app accesses your device or information. You can decline and change push notifications settings at any time within the App settings and your device settings. If you allow notifications, EST will assume you agree that the app can access your device or information.

If you enable the App to access your location, the App will use your device's geolocation function to improve your experience of recording public charge point usage. We will ask your permission before the app accesses your device or information. You can decline and change geolocation settings within the App settings and your device settings. If you enable geolocation, EST will assume you agree that the app can access your device or information.

For further information about how we use your data please see Energy Saving Trust's privacy policy available at energysavingtrust.org.uk/privacy or from our Data Protection Officer by writing to Energy Saving Trust, Ocean Point 1, 94 Ocean Drive, Edinburgh, EH6 6JH or DataProtectionOfficer@est.org.uk

3. Use of the App

1. In these Terms, "Use" shall be defined as including the installation of the App by downloading it into the permanent memory of a mobile device. "Use" shall also include registering a user account within the App and contributing to the data collection.
2. Users must meet the following criteria to be eligible for the data collection project and full Use of the App. Users must:
 - a. Have private use of a ULEV, specifically a battery electric, plug-in hybrid electric or extended range electric vehicle.
 - b. Reside in Scotland.
3. Full Use of the App requires that you register by providing personal data and regular, ongoing data submissions. The personal data required is:
 - a. Name – to personalise the EV Life service and communications
 - b. Postcode – to identify your location in Scotland

- c. Email address – to communicate any changes within the App, including project reports and updates
 - d. Car registration – to confirm the make, model, age and CO2 emissions of the ULEV
 - e. Demographic information, specifically gender, age, education and income (optional) – to understand trends in ULEV adoption
 - f. Photograph (optional) – to personalise your account
4. Ongoing data submissions requested is:
- a. Mileage – to identify miles driven by ULEV drivers in Scotland
 - b. Home charging patterns – to identify trends around home charging in Scotland, looking at average time charging commences, and average duration plugged in.
 - c. Public and destination charging – to identify time spent at charge point and capture common issues drivers face.
 - d. Opinions and attitudes – to capture why ULEV drivers in Scotland purchased their vehicle, and if their experience of driving a ULEV has been positive or negative.
5. You are responsible for all activity that occurs in association with your account, including the security strength of your password. EST is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials. Please contact evlife@est.org.uk if you discover or suspect any security breach related to the app.
6. If you are using the app outside of an area with Wi-Fi, including download of the App, your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the App. In using the app, you're accepting responsibility for any such charges. If you are not the bill payer for the device on which you're using the App, please request permission from the bill payer before using the App.

7. Nature of the App

The App is intended for User's personal, non-commercial use only.

8. User's Responsibilities

By accepting the terms of this App you hereby agree:

1. To ensure every effort is made that the information submitted is accurate and correct;
2. Not to disassemble, decompile or otherwise reverse-engineer the App;

3. Not to Use the App whilst driving;
4. Not to Use the App in any manner which would constitute a breach of these terms of use;
5. Not to place or distribute the App on any website, ftp server or similar location without the express prior written consent of the Licensor;
6. Not to Use the App for any purpose which may be deemed immoral, illegal, offensive, threatening, abusive or otherwise harmful.
7. Not to Use or attempt to Use another user's account without authorisation, or impersonate any person or entity.
8. Not to Use the App in any manner that, in EST's sole discretion, may expose it or Users to any harm or liability of any type.
9. EST ask that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features.

Failure to comply with the above terms in Clause 5 will result in immediate closure of your account.

9. Limitations

1. The App is provided "as is" without any warranty of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
2. Nothing in this Clause 5 nor in the remainder of these Terms of Use is intended to place any liability on the Licensor howsoever arising and the Licensor excludes all liability to the fullest extent permitted by law. Nothing in these Terms of Use shall limit or exclude the Licensor's liability for death or personal injury arising out of the Licensor's negligence nor for fraudulent misrepresentation.

10. Your Statutory Rights

You retain all rights to your personal data. The rights you grant us to your personal data are only for the limited purpose of research for this project. EST will retain your contact information for 1 year following the duration of the project (see Clause 9.2). Following the retention period, all data will be anonymized and retained by EST indefinitely so that we can provide historic information to Transport Scotland.

11. Intellectual Property Rights

The App is a copyright work of authorship and is also protected under applicable database laws. The Licensor retains ownership of the App, all subsequent versions of the App and all intellectual property rights subsisting therein, regardless of the form in which such versions may exist.

The Licensor will indemnify you and keep you indemnified from and against all costs, expenses (including legal costs), claims, damages, demands and other liabilities suffered or incurred in connection with any claim from any third party that relates to any infringement or alleged infringement of that third party's intellectual property rights by reason of your use of the App in accordance with these Terms.

12. Term and Termination

1. These Terms are effective until the termination of this project. You may terminate your involvement at any time by de-registering your account within the App.
2. The project is currently funded until 31 March 2021. EST will notify all Users prior to both project closure and project extension.
3. These Terms shall also terminate upon conditions set out elsewhere in this License Agreement or if you fail to comply with any of the terms and conditions of this License Agreement.
4. You agree that, upon such termination, you will destroy the App including any copies in whatever form.

13. Third party involvement

1. We Are Peak Fifteen are the data processor for the App. All data will be processed and stored in accordance with these Terms and in compliance with the following data protection legislations:
 - a. the Data Protection Act 2018;
 - b. the General Data Protection Regulation (EU) 2016/679, and/or any corresponding or equivalent national laws or regulations;
 - c. the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and/or the Regulation on Privacy and Electronic Communication (EU) 2017/003, and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/581EC; and/or
 - d. any judicial or administrative implementation of any of the above, any guidance, guidelines, codes of practice, codes of conduct or approved certification mechanisms issued by the Information Commissioner's Office, or other regulatory or supervisory authority responsible for administering Data Protection Legislation.

2. The vehicle look up function in the App draws vehicle information using your car registration from the DVLA site <https://www.gov.uk/get-vehicle-information-from-dvla>, using an application programming interface. This information is publicly available and is only processed for the purpose of obtaining accurate vehicle information.

14. General

1. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to these Terms of Use and the laws of Scotland shall govern such controversy or claim.
2. These Terms of Use constitute the complete and exclusive statement of the Terms between the Licensor and you with respect to the subject matter of these Terms of Use and supersede all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.
3. Any Clause in these Terms of Use that is found to be invalid or unenforceable shall be deemed deleted and the remainder of these Terms of Use shall not be affected by that deletion.
4. Failure or neglect by either party to exercise any of its rights or remedies under these Terms of Use will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of these Terms of Use nor prejudice that party's right to take subsequent action.
5. These Terms of Use are personal to you and you may not assign, transfer, sub-contract or otherwise part with these Terms of Use or any right or obligation under it without the Licensor's prior written consent.
6. Any feedback submitted to the Licensor should be carried out in accordance with Clause 5.6. There is no guarantee that feedback will be actioned or recorded by the Licensor.
7. The Licensor takes no responsibility for the accuracy of the cost and carbon emissions specific to User's personal vehicles and circumstances as all figures used are based on assumptions and average statistics for the UK.
8. The Licensor may change, temporarily or permanently, any feature, component, or content of the app at any time without notice. The Licensor reserves the right to determine the timing and content of software updates and maintenance without prior notice to you.

Any questions concerning these Terms of Use or the App should be directed to the

Licensors, Energy Saving Trust Ltd.

Email: evlife@est.org.uk

Address: Energy Saving Trust, Ocean point 1, 94 Ocean Drive, Edinburgh, EH6 6JH