

Aviva Connected Home

Technology Terms and Conditions



As part of your use of the Aviva Connected Home platform, you will be provided with certain connected home technology which is provided and supported by our partner, Neos Ventures Limited.

Along with the home insurance policy (a copy of which will be provided to you by Aviva), your use of the technology is governed by the terms and conditions below between you and Neos Ventures Limited (with references to "we" or "us" in these terms and conditions referring to Neos Ventures Limited). By accessing the App or using the devices, you agree to comply with these terms and conditions.

TERMS & CONDITIONS

At Neos, we have a policy of plain and clear language as we believe this enables you to become better informed on whether the Neos Service is right for you.

As part of accepting our services, you should now read our terms & conditions together with your home insurance policy provided by Aviva Insurance Limited ("Aviva") (that you will have received separately). Should you have any questions about these Terms & Conditions please contact us via email neos-tech@neos.co.uk or call us on 0203 210 3000 and we will aim to respond as quickly as we can.

The Neos Service Terms & Conditions include (but not limited to) terms that inform you that:

- They relate to the, App, devices and monitoring services.
- Neos uses third party devices (including but not limited to smoke sensors, motion sensors, door / window sensors, moisture sensors, water flow sensors and internal camera) which are intended to make your home intelligent and help you protect your home.
- While we have selected these devices based on their reliability, they are intended for the provision of non-time-critical and non-life-threatening information. They are not intended to be available 100% of the time and are not certified for emergency use and should therefore not be considered a replacement for certified devices (e.g. smoke detectors that are EN14604:2005 compliant).
- The Neos Service may be subject to sporadic interruptions and failures for a variety of reasons beyond Neos' control.
- Should you wish to cancel the Neos Service you should contact your insurance provider Aviva.
- Our Privacy Policy can be found here: <https://www.aviva.co.uk/static/library/pdfs/home/NHDHG14249.pdf> and sets out how we may collect and use your data.

1.1 ACCEPTANCE OF TERMS AND CONDITIONS

1.1.1 The Terms and Conditions set out herein relates solely to the services provided by Neos Ventures Limited relating to the Aviva Connected Home App ("App"), connected home devices ("devices") and monitoring service ("monitoring service"). References to the "App" and / or "devices" and / or "monitoring service" are references to the "Neos Service" and vice versa. References to "we", "us", or "our" are references to Neos Ventures Limited.

1.1.2 We are a company registered in England and Wales (09941700) and our registered office address for correspondence can be

found on Companies House <https://beta.companieshouse.gov.uk/company/09941700>. We are authorised and regulated by the Financial Conduct Authority, the independent body who regulates firms working in financial services (reference number: 752145).

1.1.3 Your use of the Neos Service is at all times subject to these Terms and Conditions. By accessing the Neos Service you agree to our Terms and Conditions set out below. If you do not agree to these Terms and Conditions, you must exit the App immediately.

1.1.4 For the avoidance of doubt, you will have received separate agreements for your home insurance from Aviva and you should refer to the terms set out therein for all insurance related terms and conditions. The Neos Services Terms and Conditions shall not affect the terms of your home insurance policy in any way (either expressly or implied).

1.2 CHANGES TO TERMS AND CONDITIONS

1.2.1 We reserve the right, from time to time, with notice to you, to change these Terms and Conditions at our sole discretion. The Terms and Conditions applicable to your access to and use of the App will be the version that is current and displayed on <https://www.aviva.co.uk/static/library/pdfs/home/NHDHG14247.pdf> or as at each date you access the App. Your use of the Neos Service after changes are made means that you agree to be bound by such changes.

1.3 ACCOUNTS AND BILLING

1.3.1 For all accounts and billing queries, please either refer to your separate agreement with Aviva or contact their customer service team on 0800 051 5862.

1.4 OTHER APPLICABLE TERMS

1.4.1 In addition to these Terms and Conditions, Neos' Privacy Policy <https://www.aviva.co.uk/static/library/pdfs/home/NHDHG14249.pdf> also applies to your use of the App and is, where relevant, incorporated by reference into these Terms and Conditions. Please also refer to FAQs on <https://www.aviva.co.uk/frequently-asked-questions/> and in the App

2.0 APP AND DEVICE USE

2.1 You agree not to upload, post, email or otherwise send or transmit any material that contains software viruses or any other computer code, files or programmes designed to interrupt, harm, damage, destroy or limit the

functionality of any computer software or hardware or equipment linked directly or indirectly with the Neos Service. You also agree not to interfere with the servers or networks underlying or connected to our services or to violate any of the procedures, policies or regulations of networks connected to the App and/or devices.

2.2 All content and programming of the App is our property. Except as may be permitted by law, notwithstanding contractual prohibition, you may not reproduce, modify, copy, de-compile or reverse engineer any of the materials, software or content on the App without our written permission. Use of the App is restricted to personal, non-commercial use only.

2.3 You agree not to impersonate any other person while using the Neos Service, conduct yourself in an offensive manner while using the App, or use the App for any illegal, immoral or harmful purpose.

2.4 You may not use the Neos service for unlawful purposes or in any way that may damage our name or reputation or that of our affiliates and partners (including Aviva).

2.5 It is your responsibility to ensure your computer system and mobile device meets all the necessary technical specifications to enable you to access and use the App and is compatible with the App. These minimum requirements are iOS 9.0 onwards or Android 4.4

2.6 We may, from time to time, restrict access to certain features of the Neos service, parts or content of the App, or the entire App, to users who have registered with us.

2.7 You are solely responsible for maintaining the confidentiality of your account and password, for all activity that takes place on your account, and for restricting access to your computer and mobile device. We will not be held liable for any loss or damage that may result from your failure to do so. They are not intended to be available 100% of the time and are not certified for emergency use and should therefore not be considered a replacement for certified devices (e.g. smoke detectors that are EN14604:2005 compliant). The third-party devices used by Neos are subject to sporadic interruptions and failures for a variety of reasons beyond Neos' control. Further information can also be found in our Frequently asked questions found here on our website: <https://www.aviva.co.uk/frequently-asked-questions/>

3.0 INTELLECTUAL PROPERTY RIGHTS

3.1 All intellectual property rights in or relating to the Neos Service (including our text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned by us or our licensors.

3.1 EXTERNAL LINKS

3.1.1 From time to time the App may also include links to other websites and / or Apps and / or devices and / or services that we do not control. These links are provided for your convenience and information. They do not signify that we endorse the website(s) and / or Apps and / or devices. We have no responsibility for the content, privacy policies or operation of such linked website(s) and / or Apps and / or devices, or for anything provided (or not provided) by the third parties.

3.2 THIRD PARTY APP STORES

Your use of the App is also subject to any terms, rules or policies of any app store provider from whom you have downloaded the App ("App Store Terms"). If there is a conflict between these terms and any App Store Terms, the App Store Terms will prevail.

If you download the App from the Apple App Store, you agree to the following:

- these terms are between us and you only, and not with Apple;
- Apple and Apple's subsidiaries may enforce these terms against you directly;
- Apple is not responsible for the App or its contents, and is not obliged to offer maintenance or support;
- you may use the App on any Apple device that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service;

- Apple is not responsible for addressing any claims (including product liability or third party intellectual property claims) relating to the App;
- you shall not use the App if: (a) you are located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) you are listed on any U.S. Government list of prohibited or restricted parties.

4.0 AVAILABILITY OF APP

4.1 Although we aim to offer you the best service possible, we make no promise that our App services will be available all of the time, meet your requirements or be fault free. If a fault occurs in the service, please report it to us at neos-tech@neos.co.uk and we will correct the fault as soon as we reasonably can.

4.2 Your access to the App may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will restore the service as soon as we reasonably can.

4.3 Your access to the App may be occasionally restricted due a variety of reasons beyond Neos' control (e.g. internet connection, phone software). You acknowledge these limitations and agree that Neos is not responsible to resolve nor liable for subsequent implications from failure or delay due to reasons beyond Neos' control.

5.0 DEVICES

5.1 Neos uses third party devices (including but not limited to smoke sensors, motion sensors, door / window sensors, moisture sensors and internal camera) which are intended to help you protect your home. While we have selected these devices based on their reliability, they are intended for the provision of non-time-critical and non-life-threatening information.

5.2 You acknowledge these limitations and agree that Neos is not responsible for any damages allegedly caused by failure or delay in the third-party devices provided by Neos.

5.3 As part of your purchase of Aviva's Connected Home policy, we will install the devices on these terms and conditions:

5.3.1 You will have confirmed an installation date and estimated time with us. Devices shall be delivered to your registered address in advance of the installation date and it is your responsibility to have the delivered devices available at the time of installation. Sometimes, to carry out the installation of the devices as quickly as possible, we may need to use sub-contractors. All sub-contractors are approved by us. All engineers will carry and present identity cards.

5.3.2 Engineers will only work in your home if there's someone 18 years old or older there at all times during the visit. It's your responsibility to give us access to your home. We won't start or continue doing any work in your home if we believe there's a health and safety risk.

5.3.3 If you need to change the date of any installation we ask that you contact us as soon as you can via email neos-tech@neos.co.uk or by calling us on 0203 210 3000, that way we'll be able to rearrange for the earliest next available date.

5.3.4 We'll take reasonable care to carry out the installation without causing damage to your property. We'll make good any damage that is directly caused by our negligence.

6.0 DELIVERY AND RETURN OF DEVICES

6.1 Devices can only be delivered to addresses within the United Kingdom; this excludes PO Box addresses and BFPO addresses.

6.2 Actual delivery times may vary for you depending on (including but not limited to): stock availability; your delivery address; circumstances impacting delivery by the delivery service.

6.3 You will not hold us responsible for any delays, outside our control, which relate to the delivery of devices.

6.4 It is your responsibility to report all lost or undelivered devices online within 7 days by contacting us at: neos-tech@neos.co.uk

6.5 If you change address, you must update your address details by contacting Aviva customer service team on 0800 051 5862.

6.6 If you are dissatisfied with any device you receive from us, please contact our customer services team neos-tech@neos.co.uk. We retain the right to request a return of any faulty device by recorded delivery to Neos Ventures Limited and the device will be inspected. If we request recorded delivery then we will pay for the cost of the postage on provision of the postage receipt. If the fault is agreed, a replacement device will be provided at no charge. Nothing in this section affects your legal rights.

7.0 CANCELLATION OF NEOS SERVICE

7.1 You acknowledge that Aviva may cancel the Neos Service and home insurance by giving you at least 7 days' notice in writing at your last known address or email address (14 days where payment is made through an Aviva Credit Agreement). Please refer to your Aviva Home insurance policy for full cancellation terms.

7.2 You can also cancel the Neos Service and Aviva Connected Home insurance policy at any time by contacting Aviva customer service on 0800 051 5862. Please refer to your Aviva Home insurance policy for full cancellation terms

8.0 PRIVACY

8.1 We collect personal information about you through your use of the Neos Service. All information that we collect about you is subject to our Privacy Policy which can be found here: <https://www.aviva.co.uk/static/library/pdfs/home/NHDHG14249.pdf>

9.0 LIMITATIONS ON LIABILITY

9.1 Nothing in this clause 9 or otherwise in these Terms and Conditions shall exclude or in any way limit our liability for: fraud or fraudulent misrepresentation; death or personal injury caused by our negligence; breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; under Part I of the Consumer Protection Act 1987; or any other liability to the extent the same may not be excluded or limited as a matter of law.

9.2 None of these terms restrict any of your statutory rights. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

9.3 Subject to clause 9.1, in no event shall we be liable to you for any business losses. Any liability we do have for losses you suffer is strictly limited to the purchase price of the relevant products and to losses that were foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us. Please note that this does not affect your statutory rights.

9.4 You acknowledge that your use of the Neos Service is at your own risk (also refer to Clause 5.1 and 5.2).

9.5 Except for liability which we cannot limit, restrict or exclude by law we shall have no liability to you or any third party for any direct, indirect or consequential losses or damages (including loss of profits), or any other damages of any kind whether that were not foreseeable to both you and us at the point of sale or use of the Neos Service.

10.0 APPLICABLE LAW

10.1 Your use of the App is governed by these Terms and Conditions and construed and enforced in accordance with the laws of England and Wales. Disputes arising from your use of the App and the services we provide are subject to the exclusive jurisdiction of the courts of England and Wales.

10.2 Customers resident in England and Wales - your use of the App is governed by these Terms and Conditions and construed and enforced in accordance with the laws of England and Wales. Disputes arising from your use of the App and the services we provide are subject to the exclusive jurisdiction of the courts of England and Wales.

10.3 Customers resident in Scotland - your use of the App is governed by these Terms and Conditions and construed and enforced in accordance with the laws of Scotland. Disputes arising from your use of the App and the services we provide are subject to the exclusive jurisdiction of the courts of Scotland.

10.4 Customers resident in Northern Ireland - your use of the App is governed by these Terms and Conditions and construed and enforced in accordance with the laws of Northern Ireland. Disputes arising from your use of the App and the services we provide are subject to the exclusive jurisdiction of the courts of Northern Ireland.

11.0 ASSIGNMENT BY US

11.1 You agree that we may assign any of our rights and/or transfer, sub-contract or delegate any of our obligations under these Terms and Conditions. These Terms and Conditions are personal to you and you may not assign any of your rights or transfer, sub-contract or delegate any of your obligations under these Terms and Conditions.

12.0 NO WAIVER

12.1 If we delay exercising or fail to exercise or enforce any right available to us under these Terms and Conditions, such delay or failure does not constitute a waiver of that right or any other rights under these Terms and Conditions.

13.0 FORCE MAJEURE

13.1 We will not be liable to you for any lack of performance, or the unavailability or failure, of the App or our services, or for any failure by us to comply with these Terms and Conditions, where such lack, unavailability or failure arises from any cause reasonably beyond our control.

14.0 THIRD PARTY RIGHTS

14.1 Nothing in these Terms and Conditions confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.

15.0 NO WARRANTY

15.1 The App and our Communications, and their content, are provided as is.

15.2 We accept no liability for the content of and functions contained on the App and / or devices or in our Communications.

15.3 We make no warranty that the Neos Service will operate uninterrupted or error-free.

15.4 We make no warranty that the App is compatible with all mobile device software and equipment.

15.5 We take internet security seriously, although we cannot warrant that the App and its server is free of errors, viruses, worms, Trojan Horses or any other malicious software and we shall not be liable for any damage you may suffer as a result of such destructive and unintended features.

15.6 We will not be deemed to be in breach of contract or of these Terms and Conditions as a result of any failure to perform our obligations or any delay in our performance if that failure or delay is due to any circumstance beyond our reasonable control.

15.7 We warrant that the products will be of satisfactory quality and fit for purpose.

15.8 This warranty is in lieu of all other warranties, expressed or implied.

16.0 VALIDITY OF PROVISIONS AND REMEDIES

16.1 If any provisions of these Terms and Conditions is or becomes invalid or contravenes applicable regulations then the remaining provisions will not be affected.

17.0 WAIVER AND BREACH

17.1 No waiver by us or breach of the Terms and Conditions shall constitute a waiver of any other form.

17.2 No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

18.0 WEB LINKS AND ADVERTISING

18.1 Links to our App from other Websites or Publications (included but not limited to magazines, newspapers, newsletters and flyers) (other than sites owned by Us or publications commissioned by us) are for information only. They have not been reviewed by us and as such we have no responsibility for the content of such Websites or Publications and accept no liability for any losses whatsoever that may be incurred as a result.

19.0 CONTACTING US

19.1 Please submit any questions you have about these Terms and Conditions by email to neos-tech@neos.co.uk, call us on 0203 210 3000 or write to us through using our registered address, which can be found on the Companies House Website
<https://beta.companieshouse.gov.uk/company/09941700>