

# Home Buying Coach Application **Terms**

Here is the key information you should know about the Home Buying Coach app (“the App”):

- > The App is intended to support and guide you through the key stages of buying your first home, helping you achieve your ambition more easily and effectively.
- > We call it a Coach because it provides a range of tools such as checklists and calculators to help you create and maintain a personalised plan. The App also provides guided information to make your home ownership goal a reality. However, it is not a substitute for professional and specialist advice.
- > We will use the personal information that you share with us to personalise your experience. The Home Buying Coach Mobile Application Privacy Notice and Cookies Notice set out the ways in which we may collect and use your personal information.
- > The App also contains general information about the process of buying a home, the types of financial products and services that you may wish to consider and links to other sources of information that may be useful to you. We call this the “Knowledge”.
- > Depending on how you use the App, you can collect ‘Coach Credits’, which could give you access to exclusive products. Please note, we require your consent in order to access these. You’ll need to install any updates to keep the App working correctly. You may be unable to use the App while we’re updating it.
- > You should not take screenshots in the App or let anyone else use your device.

The following App Terms apply when you use the App.

The App Store or Google Play’s terms and conditions may also apply when you use the App.

We won’t charge you for downloading or using the App.

## Your use of the App

We give you permission to use the App and the information supplied with it in line with these App Terms.

All intellectual property rights in the App and the Knowledge within it belong to us (or our licensors). You have no intellectual property rights in or to the App and the Knowledge within it other than the rights we give you to in these App Terms.

You can only use the App for your personal use. This means:

- > You cannot give anyone else any rights in relation to the App.
- > You cannot transfer your rights or obligations under these App Terms to anyone else.

You can’t use the App for unlawful or malicious purposes or in a way that might damage or impair our security or the availability of the App to other users.

Unless it’s permitted by law, you can’t alter the App or collect information about how it works. This means:

- > You cannot translate, merge or change the App or any part of it.
- > You cannot disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App.

## Limitations to the App

We are really proud of the App and we have developed it to provide valuable support and guidance through the process of buying a home. The App has not been developed to meet your individual requirements however and it is provided for general information purposes.

The App is intended to be your coach, but it does not provide advice on which you should rely. It is not a tool for providing personal financial advice. You should seek out professional or specialist advice before you take any steps based upon the information provided by the App.

We try really hard to ensure that all of the information in the App and the Knowledge is accurate and up to date, but please be aware that we cannot guarantee that this will always be the case.

The App contains links to other independent websites, which are not provided by us. As the information on these websites are not under our control, we are therefore not responsible for and have not checked or approved their content or privacy notices. You will need to decide if you’d like to use these websites or not.

The App contains information and descriptions of processes that apply to the process of buying a home in the United Kingdom. If you are not intending to buy a home in the United Kingdom then the App and the Knowledge within it is not suitable for you.

## Technical requirements

Your device needs to meet our operating system requirements for the App to work.

If we know your device’s operating system we’ll give you at least 30 days’ notice by email or through the App if we plan to stop supporting it.

You won’t be able to use the App if your device has been changed or tampered with (better known as ‘jail-breaking’ or ‘rooting’).

The App may not work correctly if you don’t install your operating system updates or new versions of the App.

## Coach Credits

Coach Credits are a reward feature within the Home Buying Coach App, you earn points for completing key steps such as finishing a checklist item or reading a knowledge article.

Coach Credits are personal to you and the way you use the App, the points you earn will be recorded on your App homepage.

You can use Coach Credits to unlock and apply for products which are only available to Home Buying Coach App users. Coach Credits can’t be transferred to someone else and have no cash value.

## Push notifications

We'll send you push notifications with information relating to your use of the App and the services it provides. You can manage these within your device settings. We may send you notifications about:

- > Reminders and prompts to review your personalised plan.
- > Tips and hints to improve your experience when using the App.
- > Planned updates to the App or changes to these App terms.
- > New features or changes to the Knowledge content.

In addition, if you provided us with your consent to use the Credits functionality, you will receive notifications about your Credits and how these can be redeemed.

## Availability of the App

Sometimes we'll need to carry out planned work on the App or upgrade it. We'll let you know in advance if this is likely to mean that any features will be unavailable. We'll do this by posting a message through the App.

If we need to do any unplanned work (for example, if there's a technical fault or system error), we'll do our best to fix the problem as quickly as possible.

If the App is unavailable due to a technical issue that is outside of our control (for example, due to connectivity issues with your device), we're not responsible for any losses.

We can stop you using all or part of the App temporarily or permanently if:

- > we reasonably believe your device is jailbroken or rooted, or infected with malware.
- > your device uses an operating system we don't support.

We'll let you know before we stop you using the App where this is possible. We'll let you use the App again as soon as we can when the reason for stopping your access no longer remains.

## Changing the App Terms

We can change the App Terms to:

- > reflect changes in law, regulation or best practice.
- > reflect changes to the accounts and services we offer through the App. This may include adding or removing features.
- > reflect new technology and other innovations.
- > make these App Terms clearer to you and to correct errors.

We'll always make sure that any change we make is reasonable and that we're handling it in a reasonable way.

If a change to the App Terms is to your advantage, we'll make the change straightaway and let you know about it afterwards by email or a message in your App.

If a change isn't to your advantage, we'll give you at least 30 days' notice by email or a message in your App.

## Ending these App Terms

The App Terms will apply while the App is installed on your device unless we end them. You can delete the App at any time (including in the first 14 days).

We can end the App Terms if you don't use the App in line with these terms or we close your account. We can also end them if we withdraw the App altogether. We'll tell you by email, letter or sending you a message in the App. If we end the App Terms, you'll need to delete or remove the App and any copies from all your devices immediately.

## Transferring our rights and obligations

We can transfer any of our rights and obligations under these App Terms to another company. We'll always tell you first and we'll make sure the transfer doesn't affect your rights.

## If something goes wrong

If you have a question about these App Terms, contact us on **0345 602 2106**.

Sometimes we might not take action if you don't keep to these App Terms. We can still take action against you if you don't keep to them in the future.

These App Terms can only be enforced by you and us.

Nothing in these App Terms is meant to limit our responsibility more than the law allows us to.

Each term in these App Terms is standalone. If a court or regulator decides a term is unenforceable or unlawful, the other terms continue to apply.

We like to think this won't happen, but if we fall out and end up going to court, where you live will matter. If you live in Scotland, it would be up to the Scottish courts who'd apply Scottish law. If you live in Northern Ireland, it's Northern Irish courts and law. And if you live in England or Wales the courts there will apply that law.

## Information about us

Clydesdale Bank PLC (trading as Virgin Money) is a company registered in Scotland. Our company number is SC001111 and our registered office is 177 Bothwell Street, Glasgow G2 7ER. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 121873.