

Introduction

These are the terms of use for “Topia”, provided at www.topia-app.com and associated mobile applications, that allows you to see all your online banking accounts in one place, and analyses your account information to help you monitor, track and analyse your net worth in relation to your progress to financial independence (“the Service”).

Topia is a trading name of Axis Investing Limited. The Service is provided by Axis Investing Limited, a company registered in England and Wales (Companies House, no. 12093945) , registered at 85 Great Portland Street, London, England, W1W 7LT (“we”, “us”, “our”).

If there’s anything you don’t understand, please get in touch with us by:

- Emailing us at contact@topia-app.com

Our Agreement with you

These terms of use form our legally binding agreement with you in relation to the Service (“the Agreement”). The Agreement sets out all the conditions on which we will provide our Service to you and applies to you whether you are visiting the web site or have registered to be a user of the features. If you intend to become a user (“User”) you must accept these terms as part of the registration process. This Agreement should be read carefully.

We may use third parties to provide the Service to you as explained in these terms and our Privacy Policy.

If you are reading this Agreement for the first time, we suggest you print or save a copy.

An overview of the Service

Topia is an agent of Plaid Financial Ltd., an authorised payment institution regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 804718). Plaid provides you with regulated account information services through Topia as its agent. This read-only Service enables you to see all your online banking accounts in one place, and analyses your account information to help you, monitor,

track and analyse your net worth in relation to your progress to financial independence.

The Service is an aid to you in organising, managing, and identifying opportunities related to your finances. We are not authorised to provide advice under the Financial Services and Markets Act 2000. If you require such advice please seek advice from an authorised adviser.

You warrant that you are at least 18 years old and a resident of the UK to use the Service.

Your Privacy

Your privacy is important to us and we are committed to keeping your personal data safe. Our [Privacy Policy](#) sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Your Use of the Service

Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You agree to provide us with information which is accurate, and not to misrepresent your identity or your user information. You are only entitled to access and use the service for lawful purposes.

For the purposes of this Agreement and solely to provide account aggregation to you as part of the Service, you grant us a limited power of attorney to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. You acknowledge and agree that when we access and retrieve account information from third party sites, we act as your agent, not as the agent of, or on behalf of, the third party whose site we are accessing. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

By submitting permission, information, data, passwords, usernames, PINs, other log-in information, materials and other content to us through the Service, you are licensing that content to us for the purpose of providing the Service and to use in accordance with our privacy policy. By submitting



this content to us, you represent that you are entitled to submit it to us to use for this purpose, without any obligation by us to pay any fees or other limitations.

What we ask you not to do

You agree that you will not:

1. Use any robot, spider, scraper, deep link or other similar automated data-gathering or extraction tools, programme, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of it without our express written consent, which may be withheld at our sole discretion;
2. Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Edge, Chrome, Firefox and Safari);
3. Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
4. Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

Third Party Partners

The Service may provide website links and hosted functionality from third parties. The use of third-party products or services is governed by the terms and conditions of the relevant supplier. The content and operations of third-party products and services is outside of our control, and we cannot accept responsibility or liability for the products and services provided to you by these third parties.

Notifications and Alerts



All required notices will be sent electronically to the e-mail address that you provide. Notifications will be sent to you if there is a material change to the Service, its Terms, or Policies.

The Service includes alerts on your account activity. We may add new alerts from time to time, or cease to provide certain alerts at any time at our discretion. Alerts will be sent to the email address you have provided as your primary email address. You may also choose to have alerts sent to a mobile device. Alerts will include information about your accounts, such as your net worth, daily educational content, progress to your next milestones or your savings rate. Anyone with access to your email, or your mobile device, that is associated with the Service may be able to view the content of these alerts.

Your User Information

Please let us know if any of your user details change (including any Personal data), particularly your email address. If you do not do this, we will not be able to deliver any alerts or notifications to you, and your ability to access the service may be compromised if your details cannot be verified at the account provider.

You agree and understand that you are responsible for maintaining the confidentiality of your username which, together with your password and or biometric ID (Face ID or fingerprint), allows you to access the Service. If you become aware of any unauthorised use of your user information, you agree to notify us immediately at contact@topia-app.com

For further details about how your User Information is handled, see our [privacy policy](#).

Complaints Policy

If you wish to complain about any of the services provided by Topia, please email us at contact@topia-app.com

In addition:

If your complaint is about how we store or process your personal information, you can also contact the Information Commissioner's Office, although we'd appreciate the chance to deal with your concern first.



Your Indemnification of Us

You shall defend, indemnify and hold harmless us and our officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to solicitors fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

Availability of Service and Alert Disclaimer

Your access to and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that we, in our sole discretion, may elect to take.

You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. We will use reasonable endeavours to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Our Intellectual Property Rights

The contents of our website at www.topia-app.com (“the Website”), including its “look and feel” (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software and other material are protected under copyright, trademark and other laws. The content of the Website and all intellectual property rights in the Service belong to or are validly licensed to us. We grant you the right to view and use the Service subject to these terms. You may download or print a copy of information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content, apart from the educational content, from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.



Disclaimer of Representations and Warranties

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OF THE SERVICE, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

Limitations on our Liability

TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, DELICT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR: -

1. LOSS OF INCOME OR REVENUE;
2. LOSS OF BUSINESS;
3. LOSS OF PROFITS OR CONTRACTS;
4. LOSS OF ANTICIPATED SAVINGS;
5. LOSS OF DATA;
6. LOSS OF GOODWILL; OR
7. SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE



ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE SERVICE, YOUR USE OF THE SERVICE OR THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.).

Ending the Agreement

This Agreement will continue to apply until terminated by either you or us as set out below. If you want to terminate your agreement, email contact@topia-app.com with details of your account (username & email address). For security we will confirm to you by email before closing your account. When confirmed your account will be closed and your ability to login deactivated. Your account data will be removed subject to and as explained in our Privacy Policy.

We may at any time, terminate our agreement with you:

1. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
2. if we in our sole discretion believe we are required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful);
3. or immediately upon notice, to the e-mail address provided by you as part of your user information.

Modifications to the Agreement

We may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on our site. The Agreement will always state the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

Governing Law and Forum for Disputes

This Agreement, and your relationship with us under this Agreement, shall be governed by the laws of England without regard to its conflict or choice of laws provisions. Any dispute with us, or our officers, directors, employees, agents or affiliates, arising under or in relation to this



Agreement shall be resolved exclusively through the English courts, except with respect to imminent harm requiring a temporary or preliminary interdict or injunction in which case we may seek this in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, we are able to offer the Service on the terms stated in this Agreement, without charge to you, and that your consent to this provision is an indispensable consideration under this Agreement.

Other important matters

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be deleted from this Agreement.

If we do not exercise or enforce any legal right or remedy which is contained in the Agreement (or which we have the benefit of under any applicable law), this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and us regarding the subject matter of the same, and supersedes all other previous agreements

Trademarks

Topia and associated logos are registered trademarks.

Last updated: 23rd June 2022

