



RESIDENTS LIVING APP TERMS & CONDITIONS



1. INTRODUCTION

These terms and conditions "Terms and Conditions" contain information about Evo Digital Technologies Limited, a limited company incorporated in England and Wales under company number 11477247 with registered office at 4th Floor 100 Fenchurch Street London EC3M 5JD and trading as Evo Property Management (defined below as "Evo" and also referred to hereinafter as "we", "us", "our" or "ours", as the context requires) and form the agreement between you and us for the use of the Evo Living App. Please read this document carefully and review it regularly as we may update and amend these Terms and Conditions from time to time without prior notice.

2. DEFINITIONS

"Account" means your account with Evo which is created when you occupy a property managed and maintained by Evo on behalf of the owner.

"Additional Payment" means payment due to the Evo in respect of Additional Works and/or Costs and Expenses within the limits determined from the outset of the job.

"Additional Services" means other services separate from, and other than those required to complete, the Job.

"Additional Work" means work what we or the Service Professional deem necessary in order to perform the Job but which goes beyond the scope of the original Job booked on the Evo Digital Dashboard.

"Evo Digital Dashboard" / "Evo Living App" means any website or mobile application or other interface which is: owned by Evo (including but not limited to www.evo.pm); operated on a white label basis by Evo; or powered or maintained by Evo, (each as modified and/or updated by us from time to time) for the purpose of enabling us to book Jobs and connect with Service Providers.

"Dispute" means a disagreement between the you and us that an issue that has not been satisfactorily described or completed.

"Future Job" means any Job arranged by us that is scheduled for a future date.

"Job" means any problem or issue requested by you, or us as part of our service plan.

"Emergency Job" means a Job to be completed as soon as reasonably possible and within 6 hours of acceptance by the us as reported through the Evo Digital Dashboard.

"Parties" means collectively the Evo, Property Managers (to include Owners, Landlords and Agents) and the you the Resident.

"Premises" means the premises where you live and where a Job is being carried out.

"Resident" / "you" means a resident/property occupier who is registered with Evo for the purpose of being notified of, providing and making available access for jobs that are booked by us or the Property Manager.

Defined terms will have the same meaning if they appear in the singular, plural, masculine or feminine or as the context requires.

Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.

3. HOW THE SERVICE WORKS

- 3.1. Evo provides a property management and maintenance service delivered via mobile applications and website technology that connects Residents (occupiers), Property Managers (to include Property Owners, Landlords and Agents) and Property Managers, Residents (occupiers) who require home repair services to be performed within residential rental properties, with us and our Service Providers who are willing to perform those Jobs.
- 3.2. We connect with Residents by allowing repair and maintenance requests on the Evo Digital Dashboard and these Jobs are then assigned to us and our Service Providers who operate in the geographical area at the set operational times and whose service offering matches our requirements via the Evo Living App.
- 3.3. You acknowledge that when you request a Job you will be doing so in good faith and that the situation requiring attention is one which is the responsibility of the Owner and not that of the Resident. It is a condition of use of Evo Living App that you acknowledge your responsibilities of your conduct and the reporting of issues.



4. USE OF THE EVO SERVICES APP

- 4.1.** A core purpose of the Evo Living App is to enable Residents to find tenancy documents, appliance user-guides and operation manuals, answers to frequently asked questions, report issues, and request Emergency Response. The Evo Living App is not for use by anyone who does not occupy a property that is not managed and maintained under an Evo Service Plan.
- 4.2.** We make no warranty that any part of Evo Living App will operate uninterrupted or error free and we accept no liability for loss or damage caused from any interruption or error in any part of the Evo Living App.
- 4.3.** As a Resident using the Evo Living App you:
 - 4.3.1.** must be on the tenancy agreement for the property you occupy, and be over 18 years old or older; and you agree:
 - 4.3.2.** to provide as much information as possible when reporting problems; will endeavour to find answers to any questions through the FAQ's before requesting service; not to authorise others to use your Account and to be responsible for keeping your login details confidential (including your password).
- 4.4.** We reserve the right to:
 - 4.4.1.** refuse to provide access to the Evo Living App to any individual or other entity at any time without explanation, consequence or liability; and
 - 4.4.2.** remove a service from the Evo Living App with no obligation to give advance notice, and Evo shall not be liable for losses, costs or expenses arising from any such refusal or removal.
- 4.5.** You:
 - 4.5.1.** are solely responsible for taking appropriate safety precautions in connection with your use of the Evo Living App;
 - 4.5.2.** assume all risk when using the Evo Living App, including, but not limited to, any risks associated with interacting with other people;
 - 4.5.3.** acknowledge that Evo is not able to guarantee the accuracy of information provided to you by other people and that you should confirm such information to your own satisfaction before you engage with them.
- 4.6.** You agree not to use the Evo Living App in any unlawful manner and in particular you shall not, and you shall not:
 - 4.6.1.** defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including rights of privacy and publicity) of others;
 - 4.6.2.** publish, post, upload, distribute or disseminate ("Post") any inappropriate, defamatory, abusive, infringing, obscene, discriminatory or otherwise unlawful material;
 - 4.6.3.** post any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
 - 4.6.4.** cause the Evo Living App or any part of it to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Evo Living App is in any way impaired; or
 - 4.6.5.** restrict or inhibit any other user from using and enjoying the use of the Evo Living App.
- 4.7.** Whilst we take steps to prevent misuse of our systems, we cannot warrant that the Evo Living App will be free of viruses or other malicious code or content and accept no liability for loss or damage caused from the transmission of such content or code.

5. ACCOUNT SETTINGS AND APP REGISTRATION

- 5.1.** Once you are a confirmed Resident in one of our managed and maintained properties, you will be provided with login details for the Evo Living App in order to be able to report a problem, request Emergency response, view documents, appliance user-guides and operation manuals, plus be able to update your contact information.



5.2. You warrant that the information you provide to Evo when using the Evo Living App is true and entirely accurate and Evo reserves the right to suspend the account of any Resident who does not:

5.2.1. provide such information; or

5.2.2. provides incomplete or out of date information.

5.3. You are responsible, and assume liability, for all information that you upload. Details of how Evo may use any information and content are provided within our Privacy Policy.

5.4. Evo reserves the right, but is not under any obligation, to monitor information that is submitted to the Evo Living App and to remove such information or material that in our sole opinion violates any applicable law, either the letter or spirit of these Terms and Conditions, or upon the request of a third party.

6. REPORTING ISSUES

6.1. The Evo Living App enables you to report problems (repairs and maintenance issues) and Emergency Jobs (issues that require urgent attention, that are likely to risk damage to property or life). Dependent on the Service Plan associated to your property, either of these features may be disabled.

6.2. Reporting problems via the Evo Living App, and providing as much information as possible ensures that issues are attended to and resolved quickly.

6.3. All Jobs reported via the Evo Living App are automatically logged in our systems, matched to your property. Some Jobs require approval before we are able to proceed, and you will see this as a notifications showing "Awaiting Approval".

6.4. Once Jobs are Approved, you will be notified and asked to provide a suitable appointment time for our Service Professionals to attend. We may require you to provide between 3 and 5 possible appointment slots where you will be available for us. We request that you respond quickly once the Job has been approved, and within 48 hours.

6.5. If you are unable to be available, you may request that we allow our Service Professional to unattended using keys (please follow the instructions in-app)

6.6. If you are unable to report via the app (due to a technical issue), you may report issues via our Chat feature which can be found on our website at www.evo-pm.com.

7. CANCELLING JOBS

7.1. We expect you to honour and be available when you have said you will be when you or we book Jobs. You have the opportunity to change the appointment day and time slot up until the service provider has been assigned, and can cancel a job in cases of extreme Emergency when you are unable to provide access and do not wish to allow unattended access.

7.2. If our service providers arrive at the Premises and are unable to contact you or gain access to the Premises you will message and attempt to contact you for no longer than 20 minutes, after which the job will be postponed any you may be charged cancellation fees as applicable.

7.3. You will only reschedule or cancel the Job on a minimum of 24 hours' prior notice. If you, cancel or reschedule with less than 24 hours prior notice, we may charge you a cancellation fee to pay the service provider compensation to cover their costs.

7.4. We may reschedule or cancel the Job with 8 hours' prior notice. If we, cancel or reschedule with less than 8 hours prior notice, we may offer to pay compensation for any inconvenience caused.

7.5. If you cancel or reschedule with less than 24 hours' notice on multiple occasions, you may be in breach of your tenancy agreement. In extreme cases we will no longer allow you request times and we will carry out works using keys by giving 48 hours notice prior to attendance as per our rights as detailed within your tenancy agreement.

8. FEEDBACK

Residents and Service Providers are encouraged to offer feedback for each other each time a Job is completed. You agree to provide a prompt review that is true and fully reflects your experience with the service provider(s) with



whom you have engaged. Evo reserves the right to terminate the use of the Evo Living App by the Resident who:

- 8.1.** repeatedly receives poor reviews; or
- 8.2.** posts inaccurate or unjust or defamatory reviews; or
- 8.3.** Is rude or aggressive towards our staff and service providers; or
- 8.4.** repeatedly fails to successfully resolve disputes with us.

9. DISPUTES AND DISPUTE RESOLUTION

- 9.1.** You may initiate a Dispute with us if you are not satisfied that we or the service provider has carried out the works to a standard that is expected. We will take action to ensure works are completed in accordance to the standards set by Evo at our sole discretion.
- 9.2.** In the event of a Dispute the Parties hereby agree to act at all times reasonably and in good faith, to negotiate a settlement and hereby recognise that the responsibility for reaching a mutually agreed settlement lies between them.
- 9.3.** If should notify us of any issues with any works carried out as soon as reasonably possibly and at the latest within 5 days of the Job being completed.
- 9.4.** In the event that we contact you in respect of a Dispute and receive no response within 48 hours we reserve the right to consider the matter closed. We may at our sole discretion escalate the issue further if necessary and dependent on the nature of the Dispute.
- 9.5.** The Parties shall at all times comply with all reasonable requests from Evo for the supply of information to support Evo in proposing a resolution to the Dispute.

10. LOSS OR DAMAGE ARISING FROM A JOB

You agree that you will not, nor any of your guests, intentionally damage the Premises

10.1. If:

- 10.1.1.** We or the owner(s) suffers loss or damage to their Premises or its contents or to any service connected to it and attributes the loss or damage to you in the first instance you should try to resolve who should be responsible for such loss or damage between themselves; or
- 10.1.2.** you, or any of your guests cause any damage to the Premises you will, in good faith, cover the cost of the damage and in the first instance as any damages recorded on periodic inspections or check out will be deducted from your deposit.
- 10.1.3.** In no event shall Evo be liable to either party for any direct, indirect, consequential, special or punitive loss arising out of the engagement by the Resident directly with any Service Provider to carry out any Job not requested through us and to the extent that we will not be liable under these Terms and Conditions or at law, for the Job to which the loss or damage relates. Any loss or damage caused to Evo and/or the owner(s) will be chargeable to the Resident.
- 10.2.** Notwithstanding any other provision, nothing in these Terms and Conditions shall exclude or limit either your or our liability for death or personal injury caused by your or our (as the case may be) negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.
- 10.3.** If you are dissatisfied with the Evo Living App, or the terms of these Terms and Conditions, your sole remedy under these Terms and Conditions shall be to discontinue use of the Evo Living App.
- 10.4.** Other than as set out above and notwithstanding any other provision of these Terms and Conditions, we shall not be liable to you or to any third party acting on your behalf, whether in contract, tort, negligence, statutory duty, misrepresentation or otherwise, for any special, indirect or consequential loss, cost, expense, fine or damage whatsoever arising from or in any way connected with these Terms and Conditions including but not limited to loss of business, loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage). Without limiting the foregoing,



we shall have no liability for any failure or delay resulting from any matter beyond our reasonable control.

10.5. Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into these Terms and Conditions by statute, common law, or otherwise and any liabilities arising from them are hereby expressly excluded to the extent permitted by law.

10.6. Each of the provisions of this clause shall be construed separately and independently of the others.

11. PRIVATE ENGAGEMENT

11.1. You agree not to request or accept jobs that are offered to you by any service provider for any works within the rental property as managed and maintained by Evo or any other property of our Clients, Contractors or Employees that you have previously occupied through Evo.

11.2. In the event you do request or accept work to be undertaken from a Client, Contractor or Employee (other than for any Additional Work where we have provided prior written consent) outside of the Evo Living App. Evo:

11.2.1. reserves the right to terminate your access to the Evo Living App; and

11.2.2. will not be able to mediate on any disputes in respect thereof, and you will not benefit from the protection offered via these Terms and Conditions in respect thereof.

12. MISCONDUCT

If you engage with any other Employee, Client, Contractor, Employee or Service Provider who you feel has acted in an inappropriate way towards you, including but not limited to offensive, violent or sexually inappropriate behaviour you should immediately make a report to the appropriate authorities and then to Evo at reportit@evo.pm quoting the name and location stated in the details of the Job. Your report may cause us to investigate such behaviour, but we are not obligated to take action beyond that which is required by law, and we will not incur any additional liability or expense.

13. DATA PROTECTION

Evo is registered under the Data Protection Act 1988 (with registration number ZB172988) and we respect the confidentiality of the information you give us. For the purposes of enabling Jobs which you have accepted to be carried out or for services which we are required to carry out as part of our service or otherwise without your express consent, we will not share any information about our Living to third parties outside the processing that is contemplated by these Terms and Conditions unless we are compelled to do so by law.

14. YOUR CONFIDENTIAL INFORMATION

To the extent that we provide you with any information relating to service providers, you agree that you shall, and you will procure that you will:

14.1. treat such information as purely confidential and not share such information with any other person; and

14.2. only use such information for the purpose of contacting such service provider in relation to the particular Job for which you were provided with the information, and for no other purpose whatsoever.

14.3. You acknowledge that Evo may share your details to third party credit agencies such as Experian with regards to your rental payments history. We will collect information about the problems you report, the condition of the property whilst you are occupying it and the condition of the property upon you vacating to and may share this information to any approved reporting agency in the future. We keep this information in accordance with our privacy policy and as the law allows.

15. GENERAL CONDITIONS

15.1. We reserve the right at all times to terminate or suspend or restrict your access to the Evo Living App without notice for any reason whatsoever.

15.2. We may vary the terms of this Agreement from time to time and shall post such alterations on any updated terms provide through the Evo Living App, directly through email and on our Website. Your continued use of the Evo



Living App after the date such changes have been posted will constitute acceptance of the amended Agreement.

- 15.3.** If any term or condition of these Terms and Conditions is held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms and Conditions shall remain in full force and effect unless the business purpose of these Terms and Conditions is substantially frustrated, in which case it shall terminate without giving rise to further liability.
- 15.4.** You may not assign, transfer or sub-contract any of your rights hereunder without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.
- 15.5.** No waiver shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us from acting upon any continuing or subsequent breach or default.
- 15.6.** These Terms and Conditions:
- 15.6.1.** constitute the entire agreement as to its subject matter between us and you; and
 - 15.6.2.** supersede and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or oral.
 - 15.6.3.** You acknowledge that you have placed no reliance on any representation made but not set out expressly in these Terms and Conditions.
 - 15.6.4.** Any notice to be given under these Terms and Conditions may be given via email, regular mail, or by hand to the address provided through registration or via the Evo Living App.
 - 15.6.5.** Nothing herein shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.
 - 15.6.6.** Notwithstanding any other provision in these Terms and Conditions a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce the terms of these Terms and Conditions.
 - 15.6.7.** These Terms and Conditions shall be subject to the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.

15.7. VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our sites.

16. YOUR CONCERNS

If you have any concerns about material which appears on our sites, please contact it@evo-pm.com