



TERMS & CONDITIONS

Please read the following important terms and conditions before you access and use our services and check that they contain everything you want and nothing that you are not willing to agree to.

These terms set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In these terms:

- **'we', 'us' or 'our'** means Nimby.AI Limited.
- **'you' or 'your'** means the person using our Website.
- **'Report'** means any report produced in accordance with these terms which we may create pursuant to your request based upon an analysis of data provided by you which is analysed and processed against our datasets and models and which indicates our findings regarding a particular planning permission application including (i) the likelihood of the relevant application being granted planning permission; (ii) any related metrics; (iii) our "confidence rating"; (iv) our recommendations; and (v) valuations.
- **'Website'** means our website www.nimby.ai (the "Website")

These terms govern your access and use of the Website.

If you have any questions about these terms, please contact us by sending an email to hello@nimby.ai.

Do you need extra help?

If you would like these terms in another format (for example: audio, large print, braille) please contact us using the contact details set out in the section above.



Who are *we*?

We are Nimby.AI Limited, a company registered in England and Wales under company number: 13921407.

Our registered office is at: 86-90 Paul Street, London, England, EC2A 4NE.

Our VAT number is: [REDACTED].

(By clicking 'accept' you are deemed to have accepted all terms within these terms.)

1 Introduction

- 1.1 If you make any use of the services made available on our Website you agree to be legally bound by these terms.
- 1.2 If you act on behalf of a business entity in accepting these terms, you warrant and undertake that you have the requisite power and authority to act on behalf of that entity and bind the entity to these terms.
- 1.3 When making use of the services on our Website you also agree to be legally bound by our Privacy Policy, details of which are set out further below.

We reserve the right to update or otherwise modify these terms from time to time. If we have your email address, we will send you a notification about the amendments made by us. Nevertheless, you remain responsible for checking these terms and conditions periodically for changes and updates. Your use of the Website following such posted changes and updates constitutes acceptance of such changes and updates.

2 Your privacy and personal information

- 2.1 Our **Privacy Policy** is available by [clicking here](#).
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.



2.3 Any personal data we use to carry out our services on the Website will be based on the most recent public information published by you. We will not use/ hold any deleted data.

3 Our services

3.1 We provide services through our Website. Our services consist of us analysing certain information that you provide to us concerning potential planning permission applications and providing you with a Report based upon our findings.

3.2 In order to use our services you must access our Website and create an account. Once you have inputted the relevant details and created your account, we will send you a verification link. Once your account has been verified, you will be able to order our services by inputting the required information our Website and, subject to these terms and conditions and you successfully making payment, you will be provided with Reports. By creating an account and requesting a Report, you give us your permission to analyse your data in accordance with our Privacy Policy.

3.3 A contract between you and us to provide services will be formed once we have confirmed to you in writing either that (i) your subscription service has commenced; or (ii) we have accepted your order for a Report which is paid for on a pay-per-Report basis. Once a contract has been formed and we have provided the services you will be provided with a Report. Reports are initially provided on our Website, after which they will be available on your user/account area on our Website. You may also choose to have a copy of a Report emailed to you.

3.4 Please note that sometimes we reject orders, for example, because a payment method has failed, there was an error in our pricing or we have suffered a systems failure. Where we reject an order, no contract shall be deemed to have been formed between us. We are under no obligation to accept an order from you.

3.5 At our discretion, we may, but are not obligated to, monitor and terminate user activity on the Website and/ or edit or remove users which violate or otherwise fail to comply with these terms. If you are under the age of 18 you may not use the Website.

3.6 If our supply of a Report is delayed by an event outside our control (such as a failure of one of our suppliers or an ability to access relevant records due to a corrupted database), we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team by emailing hello@nimby.ai and, if you are paying for the relevant Report on a pay-per-Report basis you may to end the contract and receive a refund.



4 Your obligations

- 4.1 Once you have entered the details necessary to produce a Report and successfully made payment in accordance with clause 5 below you will be provided with a Report. You will also be able to request on our Website that a copy of the Report be emailed to you. Each Report that we produce for you will also be available on our Website within your user area. When creating an account and when you request a Report you shall be deemed to represent, undertake and warrant that:
- 4.1.1 you have all the necessary rights, power, permissions, licences and authority to create an account, provide us with the requested details, and to comply with these terms and to fulfil your obligations hereunder;
 - 4.1.2 any and all information you provide is true, accurate and not misleading and that you will not allow any other person or entity to use your user account;
 - 4.1.3 you will not access the Website by any means other than through interfaces expressly authorised by us and these terms;
 - 4.1.4 you will not (and will not directly or indirectly allow or instruct a third party to) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the whole or any part of any software forming part of the services, the Website, the Report or any products supplied to you as a part of the services. For the avoidance of doubt, this clause **Error! Reference source not found.** includes but is not limited to the software relating to any Report,
 - 4.1.5 you will not access all or any part of the services, Website or Report(s) in order to build a product or service which competes with, is similar to or analogous to the services, Website or Reports available to any third party; and
 - 4.1.6 you will not sell, resell, license, rent, lease, transfer, assign, distribute, display, commercially exploit or otherwise provide, grant access or make the services available to any third party.
- 4.2 You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of the warranties or undertakings contained in clause 4.1 above. This means that you will fully compensate us in the event that you breach this agreement and we suffer loss as a result.



5 Payment

- 5.1 There are two payment schemes available for Reports – you may either pay on a pay-per-Report basis or on a subscription basis. The options available to you and the pricing of each option will be set out at the time that you create your account and/or when you request a Report.
- 5.2 You may choose to pay for our services on a pay-per-Report basis. Each time you request a Report on this basis you must pay the fee set out on the relevant webpage. Once we have accepted your order and payment has been successfully made you will be provided with your requested Report.
- 5.3 If you choose to pay a on a subscription basis, you will pay your initial subscription fee upon applying for your subscription and your subscription will automatically renew each month on the same day of the month that your initial subscription commenced (or, if there is no such day in the relevant month, on the last day of that month). You will continue to be charged for renewals automatically until and unless you cancel your subscription, which you may do at any time. If you cancel your subscription either through our website or by writing to us, your current subscription term shall terminate on the end date and thereafter shall not renew. You are not able to cancel a subscription mid-term once it has commenced if you have started to use our services except as is otherwise set out within these terms.
- 5.4 Subscriptions entitle you to obtain a fixed number of Report credits entitling you to obtain a certain number of reports within the subscription period, as will be set out on the relevant webpage when you purchase your subscription. If you choose to purchase a subscription and you exceed the maximum number of requests for Reports within that subscription term then we will charge you for any subsequently requested Reports on a pay-per-Report basis.
- 5.5 All fees stated or referred to in this agreement:
- 5.5.1 shall be payable in pounds sterling unless otherwise agreed in writing by us;
 - 5.5.2 are non-cancellable and non-refundable; and
 - 5.5.3 are exclusive of value added tax.
- 5.6 We will be entitled to increase our pay-per-Report fees at any time without notice by updating the pricing on the relevant pages of our Website. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.



5.7 We will be entitled to increase the monthly pro-rated subscription fees upon us giving you 30 (thirty) days' prior notice. Any such increase will apply from the date that your subscription renews.

5.8 In the event that you incorrectly input any data or planning permission particulars when producing the Report you agree that you will still be liable for the payment (or, if you have purchased a pay-per-Report subscription, a Report credit) in respect of that Report and you bear the full risk in respect of the same.

6 Changes to our service

6.1 We can always change our service or the Reports:

6.1.1 to reflect changes in relevant laws and regulatory requirements; or

6.1.2 to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product in any material way; and

6.2 If we need to make any other changes to our service or the Reports we will notify you and you can then email our Customer Service Team at hello@nimby.ai to end our contract together before the change takes effect and receive a refund for any services you've paid for in advance but not received. If a change is made midway through a subscription term then you will be given a pro-rata refund if you choose to end the contract.

7 Refunds and your right to change your mind

7.1 Our Website provides a service which is deemed to be completed at the point that we provide you with a Report.

7.2 If you have ordered a Report on a pay-per-Report basis then you may cancel your order at any time prior to you receiving the relevant Report provided that you give us notice in writing to cancel within 14 days of placing your order. Once you have been provided with the relevant Report you will lose your right to cancel the contract.

7.3 If you have ordered our subscription service, you may cancel your order by giving us notice in writing within 14 days of placing your order. You will lose your right to cancel our subscription service contract once you have been provided with the first Report under your subscription.

7.4 If you have cancel you order we will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.



8 When we may cancel a contract for services

8.1 We can end our contract with you for our service and claim any compensation due to us if:

- 8.1.1 you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due; or
- 8.1.2 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service or a Report, for example, the correct address of a property.

9 Limitations of the Reports

9.1 Any Report produced as part of the services is conducted using artificial intelligence and its contents are estimates only based upon algorithms and assumptions that may or may not hold true. You hereby expressly agree and understand that the values in any Report are indicative only and are not guaranteed. Planning permission applications are subject to a huge number of real-world variables and their outcomes may be based upon the subjective opinions of local authorities and/or planning authorities. We recommend that all users conduct their own enquiries and consult with experts where appropriate. Reports are intended to act as a tool or an indicator and are not intended as guarantees of success.

9.2 The Report is produced on a non-reliance, as-is basis. We do not warrant that the Report will be fit for any particular purpose or meet your requirements, whether you have made such purpose or requirements known to us or not.

9.3 When you receive the Report (see clause 3.3), you will not own it. Instead, we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to these terms.

9.4 The Report:

- 9.4.1 is personal to you. You can use it wherever you want in the world but only if you comply with local laws;
- 9.4.2 may be incorporated into your own materials or reports in the normal course of your business and you may disclose such materials or reports to your customers, professional advisers or business partners provided that you make them aware of the provisions set out at clauses 9, 10 and 11;
- 9.4.3 is non-exclusive to you. We may supply the same or similar report to other users;



- 9.4.4 may not be:
- (a) copied by you except for a reasonable number of necessary back-ups;
 - (b) changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);
 - (c) combined or merged with, or used in, any other computer program; or
 - (d) sold by you to any third party;
- 9.4.5 contains information which is owned by us and/or third parties. You must not conceal, change or remove any markings which show who owns this information,

such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

9.5 Except where you have permission to use the Report under this clause 9, you will not obtain any rights of ownership or other rights (of whatever nature) in the Report or in any copies of it.

9.6 If you think there is something wrong with your product, you must email our Customer Service Team at hello@nimby.ai. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law:

9.6.1 You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

9.6.2 If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

9.6.3 If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

10 Proprietary Rights

10.1 You acknowledge and agree that we will at all times retain full ownership of all intellectual property associated with the services, Website and all Reports. Except as is expressly stated herein, these terms do not grant you any rights or licences to or in any copyright, database rights, patents, trade secrets, trade names or trademarks or other intellectual property rights (whether registered or unregistered) that we own, control or have licensed from a third party.

11 Limitation on our liability

11.1 Except for any legal responsibility that we cannot exclude in law (such as for fraud, death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:



- 11.1.1 losses that were not foreseeable to you and us when this contract was formed;
 - 11.1.2 losses that were not caused by any breach on our part;
 - 11.1.3 business losses, including but not limited to any losses or losses of opportunity arising from the information contained in any Report;
 - 11.1.4 losses caused by information, omissions, errors or inaccuracies in any Report which are the result of (i) you incorrectly inputting any data or planning permission particulars when producing the report; or (ii) any errors in any datasets compiled by any third parties (unless such errors are the result of our negligence); or
 - 11.1.5 consequential, special, indirect, exemplary or punitive damages arising out of or in any way related to these terms and/or your use of the Website, including without limitation, loss of profits, revenue or interest, loss goodwill and/or reputational damage, loss or corruption of data or other interruption of business (whether in contract, tort or otherwise), even if advised of such damages.
- 11.2 Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these terms shall be limited to the total fees you have paid in respect of a Report, being either the amount you paid for a pay-per-Report or a pro-rated amount of your subscription fee (being the subscription fee you paid for the relevant period divided by total number of Reports that your subscription entitled you to) for the relevant Report.
- 11.3 We will not be liable to you or any other third party in the event that any planning permission application which a Report has indicated as having a good chance of successful is ultimately refused.
- 11.4 Except as expressly and specifically provided in these terms:
- 11.4.1 You assume sole responsibility for results obtained from the use of the services and the Reports, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information provided in connection with the services or the Reports.
 - 11.4.2 The services and any Report provided by us to you is provided on an as-is, non-reliance basis.
 - 11.4.3 In these terms, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law, including but not limited to those relating



to fitness for a particular purpose, are, to the fullest extent permitted by applicable law, excluded from this agreement.

- 11.5 You acknowledge that Reports are produced by us as at a fixed point in time. Planning permission law and decisions change over time and assumptions that we may have made at the time that we produce the Report may or may not hold true in the future.

12 Data Protection

- 12.1 Each party shall comply with all applicable requirements of the Applicable Data Protection Laws. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws. For the purposes of this clause 12, '**Applicable Data Protection Laws**' mean:

12.1.1 To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data. For the purposes of this clause 12.1.1, UK GDPR means section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).

12.1.2 To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the relevant party is subject, which relates to the protection of personal data. For the purposes of this clause 12.1.2. EU GDPR means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

12.1.3 This clause 12 shall be read in conjunction with our Privacy Policy. For the avoidance of doubt, the Privacy Policy shall form part of these terms.

13 Complaints

Our Customer Service Team will do their best to resolve any problems you have with us or our products. You can reach them by emailing hello@nimby.ai

14 Third party rights

No one other than a party to these terms has any right to enforce any of these terms.

15 Transferring our contract

- 15.1 We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team by email at hello@nimby.ai to end



the contract within 14 days of us telling you about it and we will refund you any payments you've made in advance for services not provided.

15.2 You can only transfer your contract with us to someone else if we agree to this.

16 Severance and delay

16.1 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

16.2 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

17 Disputes

17.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with our service to you or any other matter, please contact us as soon as possible using the contact details set out at the top of these terms.

17.2 The laws of England and Wales apply to these terms, our services and our provision of any Report, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

17.3 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.