

Sustainable Business Coach Application Terms and Conditions



The Coach is intended to help you assess your sustainability credentials and support and guide you through the key stages of your sustainability journey, helping you identify high-priority issues and the actions to make progress.

We call it a Coach because it provides a scoring mechanism so you can benchmark your progress against high-priority issues, and take steps to improve your score in time. The Coach also provides guided information to make sustainability progress a reality. However, it is not a substitute for professional and specialist advice.

The Coach also contains general information about sustainability, 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. The Coach is a web-based application.

We will use the personal information that you share with us to personalise your experience. The Sustainable Business Coach Privacy Notice and Cookies Notice set out the ways in which we may collect and use your personal information.

If you use the Coach and then ask us for borrowing, we may take your Coach score into account to consider reduced pricing for businesses who perform very well. However, your Coach score is not a credit decision and any borrowing will be subject to separate consideration and validation.

You should not take screenshots in the Coach or let anyone else use your device.

Your use of the Coach

You can only use the Coach and the information supplied with it in line with these Coach Terms.

We (or our licensor) own all the intellectual property rights in the Coach – not you.

You can only use the Coach for your business' use. This means:

- You cannot give anyone else any rights in relation to the Coach.
- You cannot transfer your rights or obligations under these Coach Terms to anyone else.
- You can't use the Coach for unlawful or malicious purposes or in a way that might damage or impair our security or the availability of the Coach to other users.

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

- You cannot translate, merge or change the Coach 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 Coach.

Limitations to the Coach

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

The Coach is intended to help you assess your sustainability credentials, but it does not provide advice that you should rely on. It is not a Coach for providing financial advice. You should consider professional or specialist advice before you take any steps based upon the information provided by the Coach.

Continued overleaf...

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

The Coach contains no specific information about any of the financial products or services that Virgin Money provides.

We won't use the personal information collected through the Coach to market our products and services to you. However the Coach does contain links to our main website where you can access our products and services and we may look to contact you through your relationship manager to understand more about your sustainability journey.

The Coach also 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 anything that happens if you use those websites. You will need to decide if you'd like to use them or not.

The Coach asks questions and provides information to help you arrive at a sustainability benchmark score for your business. If you're not intending to use it for that reason, then it's not suitable for you.

Technical requirements

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

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

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

Availability of the Coach

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

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 Coach is unavailable due to a technical issue that is outside of our control, we're not responsible for any losses. We can stop you using all or part of the Coach 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 Coach where this is possible. We'll let you use the Coach again as soon as we can when the reason the reason for stopping your access no longer remains.

We can withdraw the Coach at any time.

Changing the Coach Terms

We can change the Coach Terms to:

- Reflect changes in law, regulation or best practice.
- Reflect changes to the services we offer through the Coach. This may include adding or removing features.
- Reflect new technology and other innovations.
- Make these Coach 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.

Transferring our rights and obligations

We can transfer any of our rights and obligations under these Coach Terms to another company. We'll make sure the transfer doesn't affect your rights.

If something goes wrong

If you have a question about these Coach Terms, contact us by visiting <https://uk.virginmoney.com/contact/>

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

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

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

Each term in these Coach 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.