

Android and iOS App Terms and Conditions

Version: August 2024 (DRAFT)



AutoMind
AI Diagnostics

Please read these terms carefully before using the AutoMind App.

By using the AutoMind App, you agree to be bound by these terms and acknowledge that we process your personal data in accordance with our AutoMind Privacy Notice and Cookie Policy (which can be found on the [AutoMind website](#) and may change from time to time).

Important information:

Improving the AutoMind App: If you have feedback on the AutoMind App, or if you encounter any errors or bugs, please let us know. You can provide feedback directly through the feedback section within the AutoMind App or by emailing us at info@goautomind.com. We value your input and strive to improve our services based on user experiences.

AutoMind Vehicle Fault Code Reading: Please be aware that due to the inherent limitations of OBD-II protocols and ELM327 dongle technologies, some vehicles may report random fault codes that do not correspond to actual vehicle issues, known as phantom fault codes. We have endeavoured to identify and label these potential phantom codes within the AutoMind App. There is a protocol in place that prevents the display of a single phantom code if it appears without other associated fault codes, due to a high likelihood of it being erroneous. If multiple codes are reported, the phantom codes will be included in any purchased report and will be clearly highlighted with additional explanations provided.

AutoMind Vehicle Artificial Intelligence Diagnostics: While we strive for accuracy, just like a mechanic, we cannot guarantee that AutoMind's AI-generated reports will be 100% accurate at all times. However, we assure you that our reports are correct almost every time and contain valuable information that justifies their cost. If you find a report to be inaccurate, please forward the report link to us. We will investigate the matter with the intention of correcting the AI system and will consider issuing a refund. Remember, the AI system improves by learning from its mistakes, so your feedback is crucial in helping us enhance our services. Please help us to help you by reporting any inaccuracies by emailing the share link to info@goautomind.com.

Do not use whilst driving: You must not use the AutoMind App while driving. It is your responsibility to operate your vehicle safely and to comply with the Highway Code in the UK, or the road laws applicable in your country. The AutoMind App is designed to enhance your ability to understand vehicle engine diagnosis and should never compromise safe driving practices.

Location data: To provide the AutoMind App, we may need to collect and process certain location data from your vehicle. Please see our [AutoMind Privacy Notice](#) for further information.

Your rights. As a consumer, you are entitled to rights under Part 1 of the Consumer Rights Act 2015. For detailed information about your rights and guidance on how they can be applied, please consult the Citizens Advice website.

Who are we?

We are UKCC Auto Techs Limited, our business address is Regus, 3rd Floor, The Pinnacle, Station Way, Crawley, RH10 1JH, United Kingdom.

How to contact us if you need help

What do you need help with?

- Using AutoMind App
- Setting up AutoMind including connecting the OBDii dongle

Email: info@goautomind.com

WhatsApp: [+441293769495](https://wa.me/441293769495)

PRESENTLY THERE IS NO PHONE SUPPORT FOR AUTOMIND,

PLEASE DO NOT CALL UKCC AUTO TECHS, THEY WILL BE UNABLE TO ASSIST YOU REGARDING AUTOMIND.

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1. You must be eligible to use the Vixa App

Eligibility criteria

1.1 The AutoMind App requires a OBDii Bluetooth Dongle to operate.

1.2 To be eligible to use the Automind App, you must:

1.2.1 you must have a compatible iPhone or Android device with internet access. Your device must also support the operating system requirements necessary to run the AutoMind App effectively.

1.2.2 you must own or have access to an eligible vehicle, specifically a car or van

equipped with an OBD-II compliant diagnostic plug. The vehicle must be capable of connecting to the AutoMind App via an OBD-II Bluetooth dongle, whether it is AutoMind branded or a compatible third-party product.

1.2.3 you must have explicit permission from the vehicle's owner to connect the vehicle with the app. This includes permission to install the AutoMind or any third-party OBD-II Bluetooth dongle necessary for the app's functionality.

1.2.4 To use the AutoMind App, you must be at least 17 years old and hold a valid full UK driving licence for passenger cars or vans if residing in the UK. If you are residing outside of the UK, you must meet the equivalent driving licence requirements as stipulated by the laws and regulations of your country of residence.

2. The AutoMind App can only be used with eligible Vehicles and when App permissions are granted

What is an eligible vehicle?

2.1 To be eligible for use with the AutoMind App, a vehicle must be equipped with an OBD-II compliant diagnostic port. Only vehicles that meet this specification are considered eligible for the services provided by the app.

Changing vehicles

2.2 The AutoMind App currently allows users to connect to an unlimited number of vehicles at no cost. However, please be aware that this pricing policy is subject to change. In the future, the app may introduce charges after a certain number of vehicle profiles are added.

2.3 We do not guarantee AutoMind will be compatible with all cars and vans.

App permissions

2.4 To use the AutoMind App you must grant the App permission access such as Bluetooth and Locations.

2.5 If you do not agree to this (or if you withdraw this permission) then you won't be able to use the AutoMin App with your vehicle.

You must let us know about certain changes

2.6 you change your usual residential address;

2.7 of any unauthorised use of AutoMind.

3. AI Diagnostics Reports are indicative only

What are AutoMind AI Diagnostics Reports?

3.1 The AI Diagnostic Reports generated by the AutoMind App are comprised of information produced by artificial intelligence specifically trained to analyse vehicle engine faults. These reports are based on:

3.1.1 Engine Fault Codes: Information received directly from the vehicle's diagnostic system.

3.1.2 User Responses: Answers you provide regarding the vehicle's condition and performance.

3.1.3 AI System: The application of AutoMind's uniquely trained AI system, designed to integrate and analyse the data from the above sources to produce diagnostic reports.

AutoMind Diagnostics Reports should not be relied upon

3.2 The accuracy of the diagnostic reports generated by this app depends on the correct interpretation of vehicle fault codes and your responses to questions about the vehicle's condition. Given that the system uses artificial intelligence (AI) to analyse this data and provide a diagnosis, it is important to understand that AI-driven conclusions cannot be guaranteed to be error-free or factually accurate at all times. Consequently, the reliability of the reports may be compromised by any inaccuracies in the data provided or limitations inherent to the AI's analytical processes.

3.3 AutoMind Reports provide suggestions regarding potential faults, the condition of your vehicle, and the safety of continuing to drive. However, these suggestions are indicative only and should not be solely relied upon for making decisions about vehicle maintenance or safety.

3.4 Live Data readings provided by the AutoMind App depend on data received from your vehicle's sensors. If the sensor data received is incorrect or faulty, the accuracy of the Live Data readings may be compromised.

3.5 We are not responsible for any losses that may occur due to our failure to notify you of a fault code, safety advice, or any other issue with your vehicle detected by the AutoMind App.

AutoMind Diagnostics Reports are stored for a limited time only

3.6 AI Diagnostic Reports generated by the AutoMind App are available for a limited time only and may be removed without prior notice.

3.7 AI Diagnostic Reports generated by the AutoMind App will no longer be available if you close your AutoMind account.

4. You need permission from the Vehicle's owner

You must inform the Vehicle's owner and any driver about the AutoMind App

4.1 You must obtain the permission of the vehicle's owner before connecting the vehicle to the AutoMind App. Additionally, you are required to inform them of these Terms of Use and our Privacy Notice.

Responsibility for losses

4.2 You must compensate us for any reasonable losses we incur as a direct result of your failure to comply with the provisions in Section 4 of these Terms.

4.3 This compensation includes, but is not limited to, any claims made against us by the vehicle's owner arising from your failure to inform them that their vehicle was connected to the AutoMind App.

5. We may provide you with an AutoMind Bluetooth OBDii dongle for use with the AutoMind App.

AutoMind Bluetooth OBDii dongle requirements

5.1 If we provide you with a dongle, you agree to the following terms:

5.1.1 We will deliver the dongle to the address you provide.

5.1.2 Any dates provided for the delivery of the dongle are estimates only. We are not responsible for delays in delivery that are outside of our control.

5.1.3 You are responsible for self-installing the dongle in the onboard diagnostics port (OBDii Port) of the vehicle.

5.1.4 You agree not to dismantle the dongle and to use it only as permitted by these terms.

Other important details

5.2 In the unlikely event that you notice any changes in your vehicle's behavior, or if you have any doubts regarding the proper functioning or safety of the dongle, remove the dongle from the vehicle immediately and notify us.

5.3 We recommend removing the dongle prior to any vehicle servicing, maintenance, MOTs, or repairs to avoid any potential conflicts or damage.

5.4 Dongles are specifically designed for use with vehicles that have an OBDii compliant port. Do not attempt to connect the AutoMind dongle to any other type of communication port on a vehicle.

6. Diagnostic Report Fees

Fees

6.1 Currently, there is no fee for the general use of the AutoMind App. However, we reserve the right to introduce a fee at any future date. Should any changes in fees occur, we will provide you with one month's notice. This notice period allows you time to download any reports that may be stored within the app.

6.2 Fees for AutoMind AI Diagnostic Reports, which include may VAT, will be clearly displayed before you make any purchases. This ensures transparency and allows you to make informed decisions regarding any potential costs.

7. Availability may be affected by factors beyond our control

You need to use the latest version of the AutoMind App

7.1 We may release new and updated versions of the AutoMind App at any time without notice, which may alter the functionality available.

7.2 It is your responsibility to ensure you are using the latest version of the AutoMind App to benefit from full functionality. We are not responsible for any issues arising from your failure to use the latest version.

Factors outside our control may affect availability

7.3 You acknowledge and agree that:

7.3.1 The availability of AutoMind App services depends on systems and technologies beyond our control, including vehicle and manufacturer systems, mobile networks, GPS, the internet, and other third-party systems.

7.3.2 We cannot guarantee the accuracy of data collected from the vehicle or provided via the AutoMind App, as this depends on vehicle sensor data. You agree not to rely solely on the contents of the AutoMind App, including diagnostic reports.

7.3.3 Requirement for Compatible Dongle: The services will not be available unless a compatible dongle is properly installed in the vehicle.

7.4 Unless otherwise stated in these terms, UKCC Auto Techs Limited will not be responsible for any losses you suffer due to the factors outlined in Section 7.3. We are not responsible for delays outside our control.

We're not responsible for delays outside our control

7.5 If our supply of any product or service (including the AutoMind App and AutoMind Bluetooth OBDii Dongle) is delayed by an event outside our control, we will not compensate you for the delay. However, for AutoMind Bluetooth OBDii dongle purchases, you can contact us using the details provided at the start of these terms to receive a refund for any sums paid in advance for dongles that will not be provided, minus reasonable costs we have incurred.

7.6 Events outside our control may include (without limitation) any delays caused by your vehicle, the vehicle's manufacturer, or other third-party systems or networks.

8. We can change products and these terms

Changes we can always make

8.1 We reserve the right to modify the AutoMind App, and any other products or service at any time:

8.1.1 To reflect changes in relevant laws and regulatory requirements, such as alterations in data collection practices mandated by new regulations.

8.1.2 To make minor technical adjustments and improvements that enhance functionality or address security threats.

8.1.3 To update digital content to ensure it aligns with the descriptions previously provided to you. We may require you to install these updates to continue using the app effectively.

8.1.4 To make improvements to and add services to AutoMind.

Changes to these terms

8.2 We may change these terms at any time by publishing modified terms on our website, announcing them on our App, or by providing you with a copy of updated terms.

8.3 Your use of the AutoMind App after a change has been made available to you will be deemed to signify your acceptance of the modified terms.

8.4 We recommend you print a copy of these terms for your records.

9. We can suspend supply (and you have rights if we do)

Changes to these terms

9.1 We can suspend supply of any product or service (including the AutoMind App and/or AutoMind Bluetooth OBDii Dongles). We can do this to:

9.1.1 deal with technical problems or make minor technical changes;

9.1.2 update the product to reflect changes in relevant laws and regulatory requirements; or

9.1.3 make changes to the AutoMind App, or these terms (see Section 10).

Changes to these terms

9.2 We will contact you in advance to tell you that we'll be suspending supply, unless the problem is urgent or an emergency.

10. We can withdraw products or services, and we can end our contract with you

Discontinuation of Products or Services

10.1 We reserve the right to discontinue any product, such as the AutoMind App, without notice.

Termination of Supply

10.2 We may terminate the supply of products to your account under the following circumstances:

10.2.1 If you fail to make any required payments to us by the due date.

10.2.2 If you are in material breach of these terms. This includes unauthorised use of the AutoMind App with any vehicle without the owner's consent, or tampering with or improper use of an AutoMind Bluetooth OBDii Dongle.

11. We don't compensate you for all losses caused by us or our products

Losses we are not responsible for

11.1 We accept no responsibility for losses you suffer caused by us, this includes but is not limited to:-

11.1.1 It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

11.1.2 Caused by a delaying event in, or outside, our control.

11.1.3 Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions.

11.1.4 A business loss. If you use any product or service (including the AutoMind App or the AutoMind Bluetooth OBDii Dongle) for purposes of your trade, business, craft or profession. This includes (without limitation) loss of profit, loss of business, business interruption and loss of business opportunity.

Accuracy of reports and data

11.2 We do not guarantee that the AutoMind App or any data or reports provided will be error-free or uninterrupted.

11.3 We are not responsible for the accuracy or completeness of the reports or data recorded by the vehicle or the AutoMind Dongle, or displayed on the AutoMind App. The reliability of such data is dependent on vehicle sensor data and other factors beyond our control, including the results of any artificial intelligence queries.

11.4 Not all vehicle faults are detectable by our system, and we accept no liability for any failure to detect a fault with the vehicle.

Damage caused by the AutoMind Bluetooth OBDii Dongle

11.5 If you believe damage has been caused to a vehicle by the AutoMind Bluetooth OBDii Dongle, then you should contact us as soon as possible.

11.6 We will make good any damage caused to an eligible vehicle (as deemed by us) as a direct result of the installation of an AutoMind Bluetooth OBDii Dongle which we provide (subject to it being installed in accordance with our instructions and excluding any intentional or wilful damage or misuse), and subject to you making the vehicle available for us to inspect it within a reasonable time so we can assess any such damage.

11.7 We are not responsible for any faults, defects or damage to the vehicle (or other property) which are pre-existing or caused by you or any third party.

11.8 You must not attempt, nor get anyone else to attempt, to repair any damage caused to the vehicle by AutoMind Bluetooth OBDii Dongle. If you do so, then we'll not be responsible for any damage caused and you will need to pay for the repair costs.

11.9 You agree that the total liability to you for any vehicle damage is limited to the total cost of repairing any damage caused to your vehicle. You acknowledge that we will not be held liable for any other costs you incur due to a vehicle being in a state of disrepair due to the damage AutoMind may have caused; this includes but is not limited to compensation for loss of income, loss of use of a vehicle, loss of business or profits or pure economic loss or indirect or consequential loss suffered by you as a result. Nothing shall limit our liability for fraud or death or personal injury caused by our negligence. Your statutory rights are not affected.

Other important limits on our liability

11.9 You acknowledge that the AutoMind App may contain errors or bugs which may cause failures or loss of data from your device. You are strongly encouraged to back up all information on your device prior to installing or updating the AutoMind App, and we cannot be held responsible if you fail to do so.

11.10 You must not use the AutoMind App whilst driving, and you remain responsible for the safe operation of your vehicle and complying with the UK Highway Code (applicable road laws internationally). We aren't responsible for any losses arising from anyone using the AutoMind App or any OBDii Dongle whilst driving.

11.11 We aren't liable for any losses arising under any circumstances from traffic violations committed by any driver using the vehicle, the AutoMind App or an OBDii dongle.

11.12 We have no liability where the installation of the AutoMind Bluetooth OBDii Dongle voids any manufacturer or other warranty which applies to the vehicle. It's your responsibility to ensure these warranties are not voided by the installation of the AutoMind Bluetooth OBDii Dongle.

11.13 We don't accept liability for any loss or damage where you've allowed an AutoMind Bluetooth OBDii Dongle to be fitted to a vehicle we haven't approved.

12. We own materials, brands and logos in the AutoMind App and Dongle

Your licence to use the AutoMind App and associated websites

12.1 During your use of an AutoMind account, we grant you a limited, personal, non-exclusive and non-transferrable right to access and browse the contents of the AutoMind App (and associated websites) on the following basis:

12.1.1 you will not copy, modify, publish, transfer, sell, reproduce or in any way exploit the AutoMind App (or any part of it) or any associated software;

12.1.2 you will not utilise our Trademarks or Trade Names in any way; and

12.1.3 you will comply with our reasonable instructions relating to the AutoMind App.

Who owns materials, brands and logos

12.2 All materials presented in the AutoMind App (and associated websites) and any other materials we send you, unless specifically indicated otherwise, are owned by us or our licensors, and we reserve all rights in any such materials (including copyright, trademarks, registered designs, design rights, domain names, database rights, patents, trade names and all other intellectual property rights).

12.3 You must not reproduce or redistribute materials in the AutoMind App (or associated websites or other materials we send you) without our prior written permission.

12.4 All AutoMind and UKCC Auto Techs trademarks, brands and logos used on the AutoMind App (and associated websites) or other materials we send you are the registered trademark of UKCC Auto Techs.

12.5 You have no right to use, replicate or produce any of our trademarks, brands or logos.

AutoMind Diagnostic Reports

12.6 You grant us a worldwide, non-exclusive, royalty free, non-terminable, perpetual and transferrable licence to use, copy, distribute, publish, transmit (and sub-licence) any data we receive from the vehicle via the AutoMind app in any manner and for any purpose.

12.7 We own all intellectual property and other proprietary rights in any AutoMind Diagnostic Reports which we generate and/or provide to you in the AutoMind App. We

grant you a limited, personal, non-exclusive, revocable licence to read and share AutoMind Diagnostic Reports when using the AutoMind App with a valid account.

13. You must keep your account details secure

Keeping your account credentials secure

13.1 On registering with us, you may choose a username and password for your account. Your username and password are personal to you and are not transferable.

13.2 You must not authorise or permit anyone else to use your account.

13.3 You must protect and keep your account information and password confidential and notify us straight away of any security breach such as loss, theft, misuse or unauthorised disclosure or use of a password.

Responsibility for use

13.4 Your username and password are the method used by us to identify you and are very important.

13.5 You are responsible for all information posted on the AutoMind App (and associated websites) by anyone using your username and password, and for any payments due for purchases by anyone using your username and password.

Acceptable use of the AutoMind App

13.6 When using the AutoMind App, you agree that you won't, nor will you permit anyone else to:

13.6.1 transmit any material that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, incites racial hatred, discriminatory, in breach of confidence or privacy, which may cause annoyance or inconvenience or which constitutes or encourages any criminal offence or may give rise to civil liability;

13.6.2 knowingly post or transmit any technically harmful material (including viruses, corrupted data or other malicious software or data);

13.6.3 misuse or violate any aspect of the AutoMind App or any associated or underlying software, including deliberately breaching security/authentication measures;

13.6.4 attempt to interfere with a service to any other user, host or network of the AutoMind App, including by means of 'mail bombing' or 'crashing'; or

15.6.5 attempt to modify or reverse engineer the AutoMind App or related software.

14. We aren't responsible for third-party websites

Links to third party websites

14.1 The AutoMind App may contain links to third-party websites or display third-party websites within the App itself.

14.2 We have no control over third-party websites, and we aren't responsible of any content, material, information or recommendations contained in third-party websites (or any goods and services offered via them).

Use of third-party websites

14.3 Your use of any third-party website may be governed by the terms and conditions of the third-party website, and you should read these carefully before using the third-party website or related services.

15. Other important terms apply

Please read these terms carefully

15.1 We can transfer all or part of our contract with you, so that a different organisation is responsible for supplying your product. We'll contact you if this happens and we'll take reasonable steps to ensure this does not adversely affect your rights under this agreement.

15.2 You need our consent to transfer your rights under these terms to someone else.

15.3 Nobody else has any rights under these contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

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

15.5 Effect of termination. If our agreement with you ends, then this will not affect our right to receive any money which you owe to us under it.

15.6 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.

15.7 Governing law. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

16. You can contact us about a complaint

Resolving complaints

16.1 We aim to always provide you with a high level of service. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we'll do our best to try and resolve the situation.

Contacting us

16.2 Please see the contact information at the start of these terms for how to contact us.