

Terms of Service

Document	Terms of Service
Version	Published Version 1
Effective date	31 July 2026
Issued by	Silver Agency Ltd · Company No. 05489754
Registered	6 Manor Park Business Centre, Mackenzie Way, Cheltenham, GL51 9TX
Status	Final
Publication URL	https://cylvy.com/terms-of-service/?document=terms-of-service

1. Definitions

"Customer Data" — data you or your Users submit to the Service.

"Data Protection Legislation" — all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Documentation" — our published User and API Documentation.

"Intellectual Property Rights" — means patents, rights to inventions, copyright and related rights, trade marks, service marks, business names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Output" — analysis, scores (including DSI), and AI-generated results the Service returns.

"Service" — the Cylvy platform, dashboards, APIs, and Documentation.

"Subscription" — your selected plan, tier, and billing cycle.

"Term" — the Initial Term together with any Renewal Periods (each as defined in clause 4.1).

"User" — an individual you authorise to use the Service under your account.

2. The Service and account registration

2.1 Subject to you paying the applicable Subscription fee in accordance with these Terms, we grant you a non-exclusive, non-transferable right to access and use the Service during your Subscription, for your internal business purposes, subject to these Terms.

2.2 To use the Service you must create an account, provide accurate information, and keep your credentials secure. You are responsible for all activity under your account and for your Users' compliance with these Terms.

2.3 You and your Users must comply with the Acceptable Use Policy set out at <https://cylvy.com/terms-of-service/?document=acceptable-use-policy> ("AUP"), which forms part of these Terms, at all times.

3. Plans, free tier, and trials

3.1 We offer a free tier and paid tiers (for example starter, growth, and enterprise). Features and limits for each tier, including the number of Users authorised to access the Service and the volume of questions permitted, are described at <https://industries.cylvy.com/fs-fintech/signup>.

3.2 Free tier and any trial access are provided "as is" and may be changed or withdrawn by us at any time. Usage limits (for example query or credit limits) apply.

3.3 Your Subscription plan provides you with a batch of questions at the start of each billing period to be used within that billing period. We refer to this as your "plan allowance". The number of questions in your plan allowance will differ depending on the level of Subscription you have purchased.

3.4 Your plan allowance does not carry over from one billing period to the next and any unused questions in your plan allowance will expire at the end of the relevant billing period.

3.5 You have the option to purchase top-up packs of questions in different quantities. Top-up packs are valid to the end of your paid contract Term.

3.6 Where you have both your plan allowance of questions and top-up pack questions available, your plan allowance will be used first. The top-up pack questions are used once the plan allowance has been consumed.

4. Minimum commitment, Fees, and billing

4.1 Minimum term and auto-renewal. All paid Subscriptions require a minimum 12-month term ("Initial Term"). At the end of the initial 12-month term, your Subscription shall automatically renew for successive renewal periods of 12 months (each a "Renewal Period"), unless cancelled in accordance with clause 4.3 or unless we notify you that we are declining to renew your Subscription.

4.2 Payment. You shall pay the fees applicable to your Subscription. You may choose to pay on a monthly or annual basis, in GBP, USD or EUR as selected at checkout. If you pay monthly, all 12 monthly instalments remain due for the full term, payable on the dates notified to you by us. If you pay annually, the full annual fee is due upfront. Payments are processed in advance through our payment processor, Stripe.

4.3 Cancellation. You may cancel your Subscription at any time via <https://industries.cylvy.com/financial-services/settings>. However, cancellation does not release you from your obligation to pay the applicable fees for the remainder of the Initial Term or any Renewal Period as the case may be.

4.4 Price changes. We will give advance notice of any change to the price applicable to any Renewal Period (at least 7 and no more than 30 days before it takes effect for relevant customers), with instructions on how to cancel if you do not want your Subscription to renew at the new price.

4.5 Taxes. Fees are exclusive of VAT and other taxes, which you are responsible for where applicable.

4.6 Non-payment. If you fail to pay any amount due under these Terms within 7 days of a written notice from us that such amount is overdue, we may immediately suspend or downgrade access to the Service. Outstanding fees for the remainder of the Initial Term or Renewal Period, as the case may be, remain due.

4.7 Refunds. Except where required by law, all fees are non-refundable. Cancellation of your Subscription does not entitle you to a refund of any fees paid or a release from fees outstanding for the remainder of the Initial Term or Renewal Period as is relevant.

5. Customer Data and your responsibilities

5.1 As between the parties, you own any Customer Data. You grant us a licence to host, process, and use Customer Data to provide and improve the Service and as described in our Privacy Policy at <https://cylvy.com/terms-of-service/?document=privacy-policy> during the Term.

5.2 You are responsible for the accuracy and legality of Customer Data and for having the rights and lawful basis to provide it to us, including in accordance with Data Protection Legislation where it contains personal data.

5.3 Where we process personal data on your behalf, the Data Processing Agreement at <https://cylvy.com/terms-of-service/?document=data-processing-agreement> applies.

6. AI features and Output

6.1 The Service uses AI models to generate analysis and Output.

6.2 You acknowledge and accept that the Output is provided on an "as is" basis and is intended for general information purposes only.

6.3 We do not warrant, represent, or guarantee that any Output will be complete, accurate, reliable, up to date, unique or free from errors or omissions, or that similar Output will not be generated for others. The Output may contain inaccuracies, and we shall have no obligation to correct or update any Output.

6.4 The Output does not constitute and shall not be construed as professional, legal, financial, tax, medical, or other specialist advice. You shall not rely upon the Output as a substitute for obtaining independent professional advice from a suitably qualified adviser.

6.5 You are solely responsible for independently verifying the accuracy, completeness, and suitability of any Output before placing any reliance upon it or using it for any purpose, including (without limitation) in connection with any decision, action, or omission.

6.6 To the fullest extent permitted by applicable law, we shall have no liability whatsoever (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) arising out of or in connection with your use of, reliance upon, or inability to use any Output, including (without limitation) any loss, damage, cost, expense, or claim (whether direct, indirect, special, consequential, or otherwise) suffered or incurred by you or any third party as a result of such use or reliance.

6.7 Subject to these Terms and your payment of fees, you may use Output for your internal business purposes.

7. Intellectual property

7.1 We and our licensors own all Intellectual Property Rights in the Service, Documentation, all Output (excluding Customer Data) and our underlying data, models, and methodologies (including the DSI methodology).

7.2 These Terms grant no rights except as expressly stated. Nothing in these Terms shall operate to transfer or assign any Intellectual Property Rights from us to you.

7.3 You own your trademarks and Customer Data. You grant us a licence to use your name and logo to identify you as a customer.

7.4 If you give us feedback, we may use it without restriction or obligation.

8. Third-party services and content

8.1 The Service may incorporate, interface with, or otherwise make use of third-party services and may collect and analyse publicly available third-party web and search content. To the extent that a third-party processes personal data on our behalf, they are listed as a sub-processor in our Privacy Policy.

8.2 We are not responsible for third-party content or services which are provided on an "as is" and "as available" basis. Your use of them shall be at your own risk and may be subject to the relevant third-party's own terms and conditions.

8.3 We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Service or within any Output.

9. Confidentiality

9.1 Each party (a "Receiving Party") shall keep confidential all information, whether written, oral or in any other form, disclosed to it by or on behalf of the other party (the "Disclosing Party") in connection with this agreement that is identified as confidential or that ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure ("Confidential Information").

9.2 The Receiving Party shall:

9.2.1 use the Confidential Information solely for the purposes of performing its obligations or exercising its rights under these Terms

9.2.2 not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, save to its officers, employees, agents and professional advisers who have a need to know such information for the purposes of this agreement and who are bound by obligations of confidentiality no less onerous than those set out in this clause, and

9.2.3 apply to the Confidential Information no lesser degree of care than it applies to its own confidential information of a similar nature, and in any event no less than reasonable care.

9.3 The obligations of confidentiality in this clause shall not apply to any information that:

9.3.1 is or becomes publicly available other than through a breach of this clause

9.3.2 was already known to the Receiving Party before disclosure by the Disclosing Party, as evidenced by written records

9.3.3 is lawfully received from a third party without restriction on disclosure and without breach of any obligation of confidentiality, or

9.3.4 is required to be disclosed by law, regulation, or order of a court or competent authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (to the extent permitted by law) and reasonable assistance in seeking protective measures.

9.4 The obligations under this clause shall survive termination or expiry of this agreement.

9.5 This clause does not affect data protection obligations, which are governed by clause 5 and the DPA.

10. Service levels, support, and changes

10.1 We aim to provide the Service with reasonable skill and care and to keep it available at all times during the Term.

10.2 Our target availability for the Service is 99.5% measured on a monthly basis ("Availability Target"), however this is a target and not a guarantee. Failure to meet the Availability Target shall not constitute a breach of these Terms.

10.3 The Availability Target shall not apply to, and we shall have no liability in respect of, any unavailability caused by or arising from:

10.3.1 scheduled maintenance carried out during a maintenance window notified to you with not less than 24 hours' written notice (or such shorter period as may be reasonably necessary in the case of emergency maintenance)

10.3.2 a Force Majeure Event

10.3.3 your equipment, networks, or telecommunications connections

10.3.4 any breach of these Terms by you or any act or omission of you or any of your Users

10.3.5 any third-party hosting services, networks, or systems not within our reasonable control, or

10.3.6 any suspension of access pursuant to clause 4.6 or clause 11.1.

10.4 Support is provided via support@cylvy.com.

10.5 We may modify, add, or remove features. We will not materially reduce core functionality of a paid tier during a paid cycle without notice.

11. Suspension

11.1 We may suspend access (in whole or part) where reasonably necessary to:

11.1.1 address a security risk

11.1.2 prevent harm to the Service or others

11.1.3 respond to a breach of these Terms, the DPA or the AUP, or

11.1.4 to comply with law.

11.2 We will give notice where practicable and restore access promptly once the issue is resolved to our reasonable satisfaction.

12. Warranties and disclaimers

12.1 Each party warrants it has authority to enter into these Terms.

12.2 Except as expressly stated, and to the maximum extent permitted by law, the Service is provided "as is" and we disclaim all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. Nothing in these Terms excludes statutory rights that cannot lawfully be excluded.

13. Limitation of liability

13.1 Uncapped/excluded items. Nothing limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited by law.

13.2 Excluded losses. Subject to 13.1, neither party is liable to the other whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise, for any:

- 13.2.1 loss of profits
- 13.2.2 loss of revenue
- 13.2.3 loss of or damage to goodwill
- 13.2.4 loss of or corruption of data, or
- 13.2.5 any indirect, consequential, special, or incidental loss or damage.

13.3 Cap. Subject to 13.1, our total aggregate liability arising out of or in connection with these Terms, your Subscription or our agreement is limited to the greater of:

- 13.3.1 the fees paid by you in the 12 months before the claim, or
- 13.3.2 £100.

14. Indemnities

14.1 You shall indemnify and hold us harmless from and against any and all losses, damages, claims, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- 14.1.1 any breach by you or your Users of the AUP
- 14.1.2 any use of the Service by you or your Users in breach of these Terms, and
- 14.1.3 any third-party claim arising from the Customer Data or your use of the Services.

15. Term and termination

15.1 These Terms apply while you have an account or an active Subscription.

15.2 Either party may terminate for material breach not cured within 30 days of written notice, or immediately if the other becomes insolvent.

15.3 We may terminate our contract with immediate effect in the event that you fail to comply with the AUP.

15.4 On termination or expiry of your Subscription for any reason:

- 15.4.1 your right to use the Service immediately ends
- 15.4.2 accrued fees which are unpaid remain payable

15.4.3 we will make Customer Data available for export for 30 days, after which we may delete it in line with the Privacy Policy and DPA, and

15.4.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry shall not be affected or prejudiced.

16. Changes to these Terms

16.1 We may update these Terms. For material changes we will give reasonable advance notice (for example by email or in-product) and we may ask you to confirm your acceptance of the changes. However, if you continue to use the Service after the date on which such changes take effect, the Customer shall be deemed to have accepted the changes to these Terms.

16.2 The current version and its version number are shown at the top of this document and recorded against your acceptance.

17. Governing law and disputes

17.1 These Terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with our agreement or its subject matter or formation (including non-contractual disputes or claims).

18. General

18.1 These Terms, the AUP, the DPA, the Privacy Policy, and your order together are the entire agreement between us on this subject.

18.2 If any provision is unenforceable, the rest of the provisions remain in full effect.

18.3 You may not assign our agreement without our consent. We may assign our agreement to an affiliate or in connection with a reorganisation or sale.

18.4 Notices to us: legal@silver.agency. Notices to you: the email on your account. We may also send notices to you in-product.

18.5 Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to acts of God, fire, flood, earthquake, storm or other natural disaster, epidemic or pandemic, war, threat of or preparation for war, armed conflict, terrorist attack, civil war or civil commotion, any law or action taken by a government or public authority (including imposing an export or import restriction, quota or prohibition), collapse of buildings, explosion, breakdown of plant or machinery, nuclear or chemical contamination, or interruption or failure of a utility service.

18.6 We are Silver Agency Ltd, a company incorporated in England and Wales with company number 05489754, whose registered office is at 6 Manor Park Business Centre, Mackenzie Way, Cheltenham, Glos, GL51 9TX. Our email address is legal@silver.agency.