



PIQ GLOBAL LTD

TERMS AND CONDITIONS OF USE OF THE PIQ SUITE PLATFORM

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PLATFORM

1. These Terms

These terms and conditions of use (“**Terms**”) are the terms on which you may access and use the PiQ Suite Platform at www.piqsuite.com (“**Platform**”). Use of the Platform includes accessing, browsing and using the Platform, including to register an account for a subscription for the Platform (a “**Subscription**”), to customise your dashboard in the Platform by adding and removing different feeds, charts, TV players and any other types of applications that may become available from time to time (collectively the “**Applications**”), and viewing and interacting with your preferred Applications on the Platform.

By using the Platform, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you should not use the Platform. We recommend that you print a copy of these Terms for future reference.

These Terms were last updated on **19th February 2024**

We may amend these Terms from time to time. If we do amend these Terms we will inform you via email and/or a push notification in the Platform and, by continuing to visit and use the Platform after receiving such notification, you shall be deemed to have accepted the amended Terms.

2. Who we are and how to contact us

The Platform is operated by PiQ Global Ltd, a limited company registered in England and Wales under company number 12872883, whose registered office is at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ, and whose VAT number is 436 3325 07.

References in these Terms to “**we**”, “**us**” and “**our**” are to PiQ Global Ltd.

If you wish to contact us in relation to the Platform or these Terms, including to make a complaint, please contact us by email at support@piqsuite.com.



3. Other applicable terms and conditions

We will process the personal data provided by you when you access and use the Platform in accordance with our Privacy Policy [here](#) and Cookies Policy [here](#). Please take time to read these policies as they contain important terms that apply to you.

When you choose to add an Application to your dashboard in the Platform, you will be informed if this is an Application provided and operated by a third party (a “**Third Party Application**”) and you will be asked to click “accept” to that third party’s terms and conditions and privacy policy relating to the Third Party Application (the “**Third Party’s T&Cs**”) before you can proceed with the download. By clicking “accept” you confirm that you have read and understood the Third Party’s T&Cs and that you agree to comply with them, and a separate contract will be formed between you and the third party provider (incorporating the Third Party’s T&Cs) which will govern your use of the Third Party Application. If there is any conflict or inconsistency between these Terms and the Third Party’s T&Cs, then the Third Party’s T&Cs will prevail with respect to your use of the Third Party Application only.

4. Subscriptions and accounts

We offer different levels of Subscriptions depending on the features you wish to unlock. Details of the different levels of Subscriptions we offer are available in the Platform. In each case, your Subscription is personal to you and cannot be transferred to any other person.

We will provide the services included in your Subscription using reasonable care and skill and in accordance with all applicable laws.

You may be required to register an account for the Platform depending on the level of Subscription you choose. You must treat your login details for your account as confidential and not disclose such details to any other person. If you know or suspect that anyone other than you knows your login details, you must immediately change your password, and you must promptly notify us by email to the email address set out above.

Paid-for Subscriptions

If you choose to purchase a Subscription, the fees for your Subscription (the “**Subscription Fees**”) will be communicated to you during the order process in the Platform. The Subscription Fees are inclusive of any value added tax payable upon such sums and shall be payable in full without any deduction, discount or set off, except as required by law.



You will have the option to pay the Subscription Fees monthly or annually in advance. You will be redirected to our third-party payment provider's platform (currently Stripe) to make the first payment of the Subscription Fees.

Your Subscription will commence on the date of your first payment of the Subscription Fees (**Commencement Date**). The term of your Subscription will be as follows:

- If you choose to pay the Subscription Fees **monthly in advance**, the initial term of your Subscription will be 1 month commencing on the Commencement Date and, after expiry of that first month, your Subscription will **automatically renew** for successive 1 month periods until you cancel or reduce your Subscription.
- If you choose to pay the Subscription Fees **annually in advance**, the initial term of your Subscription will be 12 months commencing on the Commencement Date and, after expiry of that initial 12 month period, your Subscription will **automatically renew** for successive 12 month periods until you cancel or reduce your Subscription.

We will send you a reminder about your Subscription renewing by email, as well as confirmation of the Subscription Fees for the renewal term, between 3 and 5 days in advance of the renewal date so that you have the option to cancel or reduce your Subscription before it automatically renews. We will send you an additional earlier reminder about your Subscription renewing by email, as well as confirmation of the Subscription Fees for the renewal term, between 10 and 14 days in advance of the renewal date if the renewal term is for 12 months. If you do not cancel or reduce your Subscription before the renewal date, we will automatically collect payment of the Subscription Fees for the renewal term using the card details provided by you on the Commencement Date.

If we do not receive payment of any sums payable by you by the due date for payment, then, without prejudice to any other rights and remedies we may have, we may:

- suspend your right to access and use the Platform (including suspension of your account);
- terminate your Subscription;
- charge you interest on a daily basis in respect of the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time from the due date and continuing until payment of the overdue amount is received in full by us, whether before or after judgment; and/or



- recover from you any reasonable fees directly incurred by us in recovering the overdue amount from you (including reasonable debt recovery agency fees, legal fees and court costs).

Consumer cancellation right

If you are a consumer and you reside in the UK or the EEA, you have a legal right to cancel your Subscription (and received a refund of any Subscription Fees paid by you in advance) if you change your mind within 14 days after the Commencement Date (**Cancellation Window**). You also have the right to cancel your Subscription after it has renewed where the renewal term is for 12 months (and receive a refund of any Subscription Fees paid by you for the renewal term in advance) if you change your mind within 14 days after the renewal date (**Renewal Cancellation Window**). To cancel your Subscription under this clause, please contact us by email using the email address set out above. Please note that if you have requested any paid-for features included within your Subscription to start during the Cancellation Window or Renewal Cancellation Window (as applicable) and you subsequently cancel your Subscription under this clause, you will not be entitled to a refund of any Subscription Fees paid by you in respect of such paid-for features you have already received the benefit of prior to the date on which you notified us of your decision to cancel your Subscription.

General cancellation right

You can cancel or reduce your Subscription (regardless of the level of Subscription you have chosen) at any time by following the steps set out in your account settings in the Platform. Subject to your consumer cancellation right set out above, if you cancel or reduce your Subscription, you will not be entitled to a refund of any Subscription Fees already paid by you prior to the date of such cancellation or reduction, but you will still have access to the features included within your Subscription until the end of the current Subscription term.

5. Availability of the Platform

You must be 18 or over to access and use the Platform.

You are responsible for making all arrangements necessary for you to have access to the Platform. We shall not be liable where you are unable to connect to or access the Platform if this results from any faults, errors or problems relating to your PC hardware, software, network or security, or your Internet service provider or any other similar problem.



We do not guarantee that the Platform, or any Applications in the Platform, will always be available or be uninterrupted. We will not be liable to you for any unavailability or interruption of the Platform. We recommend that you back up any content and data used in connection with the Platform in case of any issues with the Platform.

We may update, change, suspend, withdraw or restrict the availability of, all or any part of the Platform, at any time for any reason (including business, operational and security reasons). We will try to give you reasonable notice of any major update or change, or any suspension, withdrawal or restriction (save in the case of an emergency).

6. Uploading information to the Platform

You may make use of a feature or an Application in the Platform that allows you to upload information or content to the Platform, for example a chat function. You agree that any such information or content you upload to the Platform ("**Your Content**"):

- is true, accurate, complete and up-to-date;
- is not fraudulent or misleading, and does not impersonate any person or misrepresent your identity;
- does not breach any applicable local, national or international law or regulation, or advocate, promote or incite any person to commit any unlawful or criminal act or act of terrorism;
- does not infringe our proprietary rights or those of any third party (including intellectual property rights and rights to privacy);
- does not include any personal data of a third party unless you have obtained that third party's prior written consent;
- does not breach any duty of confidence or confidentiality obligations;
- does not advertise or promote the products or services of any third party;
- does not contain any content that is threatening, defamatory, obscene, indecent, harassing, offensive (whether racially, religiously or ethnically), discriminatory or otherwise objectionable.



Your Content will be considered non-confidential and non-proprietary. You retain all of your ownership rights in Your Content, but you are required to grant us and/or the relevant Third Party Application provider a limited licence to use, store and copy Your Content and to distribute and make it available to third parties (including third party IT providers of hosting services) for the purposes of providing services to you in connection with the Platform.

We and/or the relevant Third Party Application provider shall have the right to disclose your identity to any third party who is claiming that any part of Your Content constitutes a violation of their intellectual property rights or of their right to privacy.

We and/or the relevant Third Party Application provider shall have the right to remove any part of Your Content if it does not comply with the content standards set out in these Terms.

7. Content included in the Platform

We do not have any control over any third party or user-generated data, text, analysis, information, images, logos, videos, music, sound recordings and other materials (“**Content**”) included in the Platform and nor do we monitor, verify or approve such Content. This includes (but is not limited to) all Content included in a Third Party Application and any third party or user-generated Content included in any other Application. We shall in no circumstances be liable for any third party or user-generated Content.

In respect of all other Content included in the Platform, such Content is provided by us for general information only. It is not intended to amount to advice on which you should rely. We recommend that you obtain professional or specialist advice before taking, or refraining from, any action on the basis of such Content. We will make reasonable efforts to update such Content, but we make no representations, warranties or guarantees, whether express or implied, that such Content is accurate, complete or up-to-date.

If you consider that any Content included in the Platform breaches these Terms and/or infringes any of your rights (including intellectual property rights or rights to privacy) or those of a third party, please contact us by email using the email address set out above.

8. Links to third party websites

Where the Platform contains links to other websites, portals, platforms and resources provided by third parties (including third party advertisers and Third Party Application providers), these links are



provided for your information only or for the purpose of facilitating the provision of advertisements and/or services by those third parties. Such links should not be interpreted as approval by us of those third party sites and resources, or any information you may obtain from them. We have no control over the contents of those third party sites and resources. We recommend that you read the terms and conditions that apply to any third party websites, portals and platforms when you visit them.

9. Intellectual property rights in the Platform

We are the owner of the domain name of the Platform (piqsuite.com).

Save with respect to Third Party Applications and any other third party or user-generated Content included in the Platform, all intellectual property rights (including trade marks, copyright, database rights and design rights) in and to the Platform and its Content are owned by us and/or our licensors. Our status (and that of any identified contributors) as the authors of such Content must always be acknowledged.

You may print off one copy, and may download extracts, of any pages from the Platform for your personal use only. You must not modify the copies of any materials you have printed off or downloaded from the Platform in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the Content included in the Platform for any commercial purposes without obtaining a licence to do so from the owner of the Content.

If you print off, copy, download, share or repost any part of the Platform in breach of these Terms, then (in addition to our rights set out in section 13 below) we may require you to, at our option, return or destroy any copies of the materials you have made.

10. You must not introduce viruses or other harmful content

You must not:

- misuse the Platform by knowingly introducing viruses, trojans, worms, logic or time bombs, keystroke loggers, spyware, adware or other material that is malicious or technologically harmful;
- attempt to gain unauthorised access to the Platform, or interfere with, damage or disrupt any part of the Platform, any equipment or network on which the Platform is stored, or any server,



computer, network or database connected to the Platform, or any software used in the provision of the Platform; or

- attack the Platform via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such breach, your right to use the Platform will cease immediately.

11. Acceptable use of the Platform

You may only use the Platform for lawful purposes. You agree that you shall not use the Platform:

- in a way that breaches any applicable local, national or international law or regulation;
- in a way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) to any person;
- in a way that infringes our proprietary rights or those of any third party (including intellectual property rights and rights to privacy); or
- to reproduce, duplicate, copy or re-sell the Platform (in whole or in part), except as expressly permitted by these Terms.

12. Our liability to you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and liability for fraud or fraudulent misrepresentation.

Please note that we only provide the Platform for your personal use. You agree not to use the Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



We do not guarantee that the Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platforms to access the Platform. You should use your own virus protection software.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

The security of communications sent over the Internet (including by email) is subject to many factors outside of our control. We do not guarantee the security or confidentiality of any electronic communications and shall not be responsible to you for any loss or damage that you may suffer as a result of the transmission of any such communications.

If our provision of the Platform or support for the Platform is suspended or delayed by an event outside our control, then we will not be liable for the suspension or delay.

13. Failure to comply with these Terms

If you fail to comply with any of the provisions of these Terms, we may (at our discretion) decide to take all or any of the following actions as we deem appropriate:

- immediate withdrawal (temporary or permanent) of your right to access and use the Platform (including the suspension or deletion of your account (if you have one));
- the issue of a warning to you;
- legal proceedings against you for reimbursement of all costs (including reasonable administrative and legal costs) suffered or incurred by us as a result of your breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.



We shall not be liable for actions taken by us in response to breaches of these Terms. The responses described in this section 13 are not limited and we may take any other action we reasonably deem appropriate.

If we end your rights to use the Platform, you must immediately destroy all copies of the Platform which you have.

14. Rules about linking to the Platform

You may link to the homepage of the Platform provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Platform in any website that is not owned by you or any website that includes unlawful or fraudulent content or has any unlawful or fraudulent purpose or effect. The Platform must not be framed on any other website.

We reserve the right to withdraw linking permission without notice.

15. Other important terms

How to interpret these Terms. (a) References to clauses are to the clauses of these Terms, and clause headings shall not affect the interpretation of these Terms; (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (c) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision; and (d) any words following the terms including, **include, for example, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Consumer rights. Nothing in these Terms shall affect your rights as a consumer under consumer protection legislation in the UK (or in any other jurisdiction in which you reside) which is relevant to these Terms.

These Terms constitute the whole agreement between you and PiQ Global Ltd relating to your use of the Platform.



We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract between us relating to your use of the Platform.

If a court finds part of these Terms illegal, the rest will continue in force. Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections will remain in full force and effect.

Even if we delay in enforcing these Terms, we can still enforce them later. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16. Governing law and jurisdiction

These Terms (and any dispute or claim arising out of or in connection with them) are governed by the laws of England and Wales, except that, if you are not resident in England and Wales, the laws of England and Wales shall apply only to the extent that they do not override any mandatory laws of the country in which you have your usual place of residence.

In respect of any dispute or claim relating to these Terms, you and PiQ Global Ltd each submit to the non-exclusive jurisdiction of the courts of England and Wales, but nothing in this clause shall limit your legal rights to bring an action or to require proceedings to take place in the country in which you have your usual place of residence. For example, if you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts.