

## **Terms and Conditions for use of Content provided by You on this Website by PiQ Global Ltd**

*Updated: 18th July 2024*

### **Who we are and how to contact us**

www.piqsuite.com including any of its subdomains ("Site" is a site operated by PiQ Global Ltd ("Proprietor", "We", "Us", PiQ)). We are registered in England and Wales under company number 12872883 and have our registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ. We are a limited company.

To contact Us, please email [publishers@piqsuite.com](mailto:publishers@piqsuite.com).

### **Acceptance of these Terms and Conditions ("Terms")**

In these Terms You are referred to as "You" and/or "Licensor")

By clicking the opt in button You have represented to us as follows: -

- i. You have read and understood these Terms
- ii. By allowing use of the Content on our site You accept these Terms and you agree to comply with them.

The date that you click the opt in button shall be the date of acceptance of these terms and therefore the date they come into effect ("Effective Date")

We recommend that you print a copy of these Terms for future reference.

We reserve the right to unilaterally change these Terms and will take reasonable steps to notify You of the changes. You will be deemed to have accepted any changes unless you confirm in writing your objection within 7 days of the publication by Us of the changes

There are other terms that may apply to You

### **WHAT THESE TERMS COVER**

- (A) We are the proprietor and operator of the Site.
- (B) You as the Licensor are the proprietor of the Intellectual Property Rights (defined below) in the Content (defined below) and the Proprietor wishes to use and exploit the Content on the Site.

- (C) By agreeing to these Terms, the Licensor shall provide the Content to the Proprietor and allow the Proprietor to use the Content on the Site subject to the terms and conditions set out in this licence.

## IT IS HEREBY AGREED

### 1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this licence.

#### 1.1 Definitions:

**Advertisement:** any Banner Advertisements, site sponsorship arrangements, performance-based advertising, referrals, click-throughs, leads and bounties and all other similar activities which do not produce revenues through direct selling.

**Banner Advertisement:** an advertisement in the form of a banner containing a hypertext link to another website.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Change Control Procedure:** the change control procedure set out in 23.3.

**Content:** the Feed, all text, information, data, software, executable code, images, audio or video material in whatever medium or form provided to the Proprietor by the Licensor for incorporation in the Site.

**Delivery Materials:** the materials comprising the Content in any electronic or physical form to be delivered by the Licensor to the Proprietor.

**Derivative Work:** original content contained on the Site that is based on the Content, such as a translation, musical arrangement, dramatisation, fictionalisation, motion picture version, sound recording, art reproduction, abridgement, condensation or any other form in which a work may be recast, transformed or adapted.

**Feed:** the feed which Licensor has agreed to provide to Proprietor

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service

marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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, and Intellectual Property Rights include, without limitation, any Marks.

**Marks:** any and all trade marks, trade names, service marks, trade dress, logos, URLs or identifying slogans of a party to this licence, whether or not registered.

**Site:** the website at [www.piqsuite.com](http://www.piqsuite.com) including any of its subdomains

**Territory:** Worldwide.

**Visitor:** a visitor to the Site.

**Visitor Data:** all information provided by Visitors when visiting the Site.

## **2. GRANT OF LICENCE**

2.1 Subject to clause 2.2, during the term of this licence, the Licensor grants to the Proprietor a non-exclusive licence (including the right to sub-license) to distribute the Content in the Territory on the Site. For the purposes of this licence, the Proprietor shall only be taken to have used the Content in a particular jurisdiction where the Content or the Site are directed at that country. Access by a Visitor outside the Territory shall not constitute a breach of the terms in this licence.

2.2 The licence granted under clause 2.1 permits the Proprietor to:

2.2.1 electronically reproduce and distribute, and publicly perform and display the Content on the Site;

2.2.2 modify the Content, including abridging, summarising the Content;

2.2.3 comingling and merging the Content with content from other sources;

- 2.2.4 reproduce and distribute through any media now known, or hereafter developed, excerpts of the Content in Advertisements for, and in marketing and promotional materials related to, the Site;
  - 2.2.5 any activity in the course of the business of operating the Site, including the provision of hardware or software facilities management, support, maintenance, development, disaster recovery, back-up, information processing, network or other services to Visitors relating to the Site;
  - 2.2.6 the use and storage of data within contained within the Content and the extraction and re-utilisation of data therefrom, and the amendment or merging of the data;
  - 2.2.7 use in connection with any associated or interconnected networks, including the internet or intranet; and
  - 2.2.8 make Derivative Works, reproduce, publicly perform and display and distribute such Derivative Works in conjunction with the Content through the Site, including in any media now known or hereafter developed.
- 2.3 The Licence granted under clause 2.1 permits the Proprietor to use the Content as agreed but does not impose any obligation on the Proprietor to use the Content. Accordingly, the Proprietor may elect not to use the Content however if it does so it will do so in accordance with the terms of this Licence.

### **3. PARTIES' RESPONSIBILITIES**

- 3.1 The Licensor shall deliver the Delivery Materials to the Proprietor in a timely manner and ensure continuous access to the Feed.
- 3.2 The Licensor shall be responsible for the accuracy and completeness of the Content.
- 3.3 The Proprietor has no obligation to the Licensor, and undertakes no responsibility, to review the Content (including user-generated content) to determine whether any such Content may result in any liability to any third party.

- 3.4 Notwithstanding anything to the contrary contained in this licence, if the Proprietor reasonably believes that any Content may create liability for the Proprietor, the Proprietor may remove such Content as the Proprietor believes, in its sole discretion, is prudent or necessary to minimise or eliminate the Proprietor's potential liability.

#### **4. MUTUAL MARKETING & MARKS**

- 4.1 Each party acknowledges and agrees for all purposes that all Marks associated with the other party or the other party's services, products, literature, promotional materials or otherwise, whether or not registered, constitute the other party's exclusive property.
- 4.2 Subject to clause 4.3 to clause 4.7 and clause 14 (Assignment)], each party grants to the other party a non-exclusive, non-transferable, non-assignable, royalty-free licence to use Marks of each other for the purposes of performing its obligations under this licence, including in connection with any advertising, marketing and promotional activities undertaken and materials developed pursuant to this licence.
- 4.3 **Mutual Marketing Commitment:** The Licensor & the Proprietor agree to engage in mutual marketing activities to promote the availability of the Licensor's content on the PiQ platform.

By including these mutual marketing obligations in this Agreement, both the Proprietor and the Licensor commit to supporting each other's promotional activities, thereby fostering a mutually beneficial relationship.

These efforts may include, but are not limited to, the following:

- 4.3.1. **Reposting and Resharing:** The Licensor agrees to repost or reshare social media posts produced by PiQ that specifically contain information related to the Licensor. This includes, but is not limited to, posts on platforms such as Facebook, Twitter, LinkedIn, Instagram, and any other social media platforms where the Partner maintains an active presence.
- 4.3.2. **Promotion of Licensor's content on the PiQ Platform:** The Licensor and Proprietor each agree to actively promote the availability of, and hyperlinks to, the Licensor's content on the PiQ platform to

their existing network of users and or clients via their existing communication channels such as, but not limited to, their social media channels and email marketing activities.

4.3.3. **Marketing Materials:** The Proprietor will provide the Licensor with marketing materials and suggested messaging to facilitate these promotional activities. The Licensor may modify these materials as necessary to align with their brand voice and messaging, provided such modifications do not misrepresent the PiQ platform or its content.

4.3.4. **Performance Review:** Both Parties agree to periodically review the performance and effectiveness of these mutual marketing activities and cooperate to make necessary adjustments to maximise their performance..

4.3.5. **Termination of Obligation:** The mutual marketing obligations as defined under this Clause 4.3 shall remain in effect for the duration of the Term unless terminated subject to Clause 8 of this agreement..

4.4 All uses of the Marks, including all goodwill arising, shall accrue solely to the benefit of the owner of the Marks.

4.5 All promotional literature and other materials prepared by either party in connection with its promotional obligations under this licence shall bear appropriate copyright and trade mark notices as prescribed by the party whose content or branding is included therein.

4.6 A party shall not use, register or attempt to register in any jurisdiction, or otherwise appropriate or adopt, any name, mark or logo that is confusingly similar to the Marks of the other party.

4.7 At no time during the term of the licence or thereafter shall the Licensee attack, challenge or file any application with respect to any Mark of the other Party.

## **5. WARRANTIES**

- 5.1 Each party warrants to the other that it has full power and authority to enter into and perform this licence.
- 5.2 The Licensor warrants to the Proprietor that the Content, the Licensor's Marks and the Delivery Materials:
  - 5.2.1 do not infringe any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;
  - 5.2.2 do not violate any law, statute, ordinance or regulation (including the laws and regulations governing export control);
  - 5.2.3 are not defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
  - 5.2.4 are not obscene or pornographic or liable to incite racial hatred or acts of terrorism and do not contain material involving or including child sexual exploitation or abuse, revenge porn, hate crime, fraud, or anything to do with the sale of illegal drugs or weapons, the promotion or facilitation of suicide, people smuggling or sexual exploitation;
  - 5.2.5 do not violate any laws regarding unfair competition, anti-discrimination or false advertising; and
  - 5.2.6 do not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

## **6. LIMITATION OF REMEDIES AND LIABILITY**

- 6.1 Nothing in this licence shall operate to exclude or limit either party's liability for:
  - 6.1.1 death or personal injury caused by its negligence; or
  - 6.1.2 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- 6.1.3 any deliberate personal repudiatory breach of this licence **OR** any deliberate breach of this licence by that party or its employees, agents or subcontractors **OR** any breach of this licence that results from the wilful act or wilful omission of that party or its employees, agents or subcontractors; or
- 6.1.4 any other liability which cannot be excluded or limited under applicable law.
- 6.2 Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 6.3 Save for clause 6.1 and clause 7.4, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this licence or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed £1,000.00.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The Proprietor retains all Intellectual Property Rights in the Site, the Derivative Works and its Marks, and nothing in this licence shall be taken to grant any rights to the Licensor in respect of such Intellectual Property Rights.
- 7.2 Title to and ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Content shall remain with the Licensor. Except as expressly provided in this licence, nothing shall be construed to grant to the Proprietor any right, title or interest in or to the Content.
- 7.3 Any and all Visitor Data (such as name, address and email address) that is collected through any user registration process or otherwise shall be owned by the Proprietor.
- 7.4 The Licensor shall indemnify the Proprietor against all costs, claims, damages, losses and expenses arising as a result of any claim or action that the Content, the Delivery Materials or the Licensor's Marks infringe Intellectual Property Rights belonging to a third party.
- 7.5 The indemnity in clause 7.4 is subject to the following conditions:



- 7.5.1 the Proprietor promptly notifies the Licensor in writing of the claim or action;
- 7.5.2 the Proprietor makes no admissions or settlements without the Licensor's prior written consent;
- 7.5.3 the Proprietor gives the Licensor all the information and assistance that the Licensor may reasonably require; and
- 7.5.4 the Proprietor allows the Licensor complete control over any negotiations, litigation and settlement of any such claim or action.

## **8. TERM AND TERMINATION**

- 8.1 This licence shall commence on the Effective Date and shall continue in perpetuity unless terminated by either Party with not less than 30 days written notice.
- 8.2 Without affecting any other right or remedy available to it, either party may terminate this licence with immediate effect by giving written notice to the other party if:
  - 8.2.1 the other party fails to pay any amount due under this licence on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - 8.2.2 the other party commits a material breach of any other term of this licence and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 8.2.3 the other party repeatedly breaches any of the Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Terms;
  - 8.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the

meaning of relevant insolvency legislation **OR** (being a partnership) has any partner to whom any of the foregoing apply];

- 8.2.5 the other party fails to provide for continuous access to the Feed. In the event that either Party notifies the other Party that, for whatever reason, the Feed has become inaccessible or faulty, the Party whom is responsible for the fault shall have 14 days to remedy the fault otherwise the other Party, at their sole discretion, will have the right to terminate this Agreement by way of providing written notice ;
- 8.3 On expiry or termination of this licence, all provisions of this licence shall cease to have effect, except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

## **9. DATA**

All Data provided and generated in accordance with Proprietor's Privacy Policy. Licensor consents to Proprietor's use of Personal Data contained within the Content and represents and warrants to Proprietor that it has obtained valid consents from those individuals to whom the Personal Data relates, or has satisfied an applicable legal basis, pursuant to all applicable laws, so as to ensure that Proprietor is able to process the personal data, as envisaged under these Terms and in accordance with applicable laws. Licensee will ensure that any transfer of Personal Data to countries other than where the individual provided its personal data, as described in the Privacy Policy, will satisfy all applicable laws. Proprietor and Licensor are independent controllers hereunder. "Applicable Data Protection Laws" means all international, federal, state, and local laws, regulations, and rules issued by any government, agency, or authority relating to privacy and data protection that are applicable to the parties. "Personal Data" means any information relating to an identified or identifiable Data Subject as provided by Applicable Data Protection Laws. Personal Data is a subset of Confidential Information, as defined in the Terms and will remain confidential regardless of whether it is publicly known or might otherwise qualify under one or more exceptions of Confidential Information under the Terms.

## **10. FORCE MAJEURE**

Neither party shall be in breach of these Terms or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this licence by giving 28 days' written notice to the affected party.

## **11. CONFIDENTIALITY**

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, Proprietor s, clients or suppliers of the other party, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

11.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms .

## **12. NOTICES**

12.1 Any notice given to a party under or in connection with these Terms shall be in writing and shall be:

12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a

company) or its principal place of business (in any other case)  
or

12.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

a. Proprietor : 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.

b. Licensor: to be advised by Licensor to Proprietor in writing within 24 hours of the Effective Date.

12.2 Any notice shall be deemed to have been received:

12.2.1 if delivered by hand, at the time the notice is left at the proper address;

12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

12.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

12.3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **13. ANNOUNCEMENTS**

No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this licence, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

### **14. ASSIGNMENT**

The Proprietor may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and

obligations under this licence, provided that it gives prior written notice of such dealing to the Licensor. The Licensor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this licence.

## **15. ENTIRE AGREEMENT**

15.1 This licence constitutes the entire terms between the parties and supersedes and extinguishes all previous and contemporaneous agreements, licences, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party acknowledges that in entering into this licence it does not rely on, [and shall have no remedies in respect of,] any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this licence.

15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this licence.

## **16. THIRD PARTY RIGHTS**

16.1 Unless it expressly states otherwise, these Terms does not give rise to legislative rights to enforce any term of these Terms .

16.2 The rights of the parties to rescind or vary these Terms are not subject to the consent of any other person.

## **17. VARIATION, WAIVER AND RIGHTS AND REMEDIES**

17.1 No variation of this licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.2 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.4 Except as expressly provided in this licence, the rights and remedies provided under this licence are in addition to, and not exclusive of, any rights or remedies provided by law.

## **18. SEVERANCE**

18.1 If any provision or part-provision of this licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this licence.

18.2 If any provision or part-provision of this licence is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **19. DISPUTE RESOLUTION**

19.1 Any dispute which may arise between the parties concerning these Terms shall be determined as provided in this clause 19.

19.2 For the purpose of this clause 19, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.

19.3 Unless these Terms has already been terminated, the Licensor shall, in every case, continue with the supply of the Content with all due diligence regardless of the nature of the dispute.

19.4 After service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this clause 19.4 shall be extendable by mutual agreement):

19.4.1 within two days, the parties shall have a call to attempt to settle the dispute;

19.4.2 if no settlement results from the meeting specified in clause 19.4.1 for the following 28 days the parties shall attempt to settle

the dispute by mediation by an independent mediator, with costs to be shared equally between the parties.

19.5 If no settlement is reached under clause 19.4:

19.5.1 if the dispute is of a technical nature or any similar or related matter then such dispute shall be referred for arbitration. The arbitrator's decision shall (in the absence of clerical or manifest error) be final and binding on the parties and their fees for so acting shall be borne by the parties in equal shares unless they determine that the conduct of either party is such that such party should bear all of such fees;

19.5.2 in the case of a dispute over purely legal issues, or where disposition of the legal issues would dispose of all other issues in dispute, the matter shall be brought before the English High Court as soon as possible, and the parties agree to co-operate in the speedy conduct of such legal proceedings; and

19.5.3 in any other case, the dispute shall be determined by the English High Court and the parties submit to the exclusive jurisdiction of such court for such purposes.

## **20. GOVERNING LAW**

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation are governed by and construed in accordance with the law of England and Wales.

## **21. GEO-TAGGING.**

Proprietor shall not, without the prior written consent of Licensor, actively promote, advertise or sell any content which includes Content, outside of the Territory in a manner that targets another jurisdiction. This includes but is not limited to, using strategies such as (i) algorithmic targeting to zone in on investors based in other jurisdictions, (ii) targeting IP addresses specific to other jurisdictions or firms or individuals in those jurisdictions, (iii) marketing via local channels (e.g. search engines based in other jurisdictions) or (iv) messaging that is only relevant to the other jurisdictions or directed at investors based in those jurisdictions (e.g. use of local terms and currency).

## **22. DISCLAIMER**

Proprietor shall include a copyright notice and disclaimer in the form set out below anywhere that the Content is displayed:

) © [2024] "Licensor". All rights reserved. This information is reproduced by permission of Licensor and its affiliates under license. Licensor and its affiliates accept no liability or responsibility for the information contained herein, including but not limited to the currency, accuracy and/or completeness of this information, and delays, interruptions, errors or omissions. This information is an unofficial copy and may not reflect the official and accurate version. For the definitive and up-to-date version of any of this information, please see Licensor URL.

### **23. LANGUAGE**

23.1 These Terms are drafted in the English language.

23.2 Any notice given under or in connection with these Terms shall be in English. All other documents provided under or in connection with these Terms shall be in English or accompanied by a certified English translation.

23.3 The English language version of these Terms and any notice or other document relating to these Terms shall prevail if there is a conflict except where the document is a constitutional, statutory or other official document.

### **24. FEES**

As at the date of this Licence no Fees are payable in connection with the use of the Content on these Terms however if the parties agree a fee is payable this shall be recorded and agreed in writing.

**END**