



## **Sqale Terms & Conditions**

Sqale is a social network where producers of creative content, facilitators and imaginative people can harness the power of Sqale users to value, collaborate and support content they like, whilst contributing to the advancement of future projects they value all through the power of sharing.

Sqale embodies the benefits of network marketing, crowd-funding and community-enabling in one unique and transformational Collective Community.

# Terms and Conditions

Terms and Conditions (“Terms”) derive from Sqale Principles, and are our terms of service that govern our relationship with users and others who interact with Sqale, as well as Sqale brands, products and services, which we will call the “Sqale System”. By using or accessing the Sqale System, you agree with this statement, as updated from time to time in accordance with Section 3 below.

These Terms, together with any and all other documents referred to herein, set out the terms of use under which you may use the Sqale System. Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when buying Credits within your Account. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using the Sqale System immediately.

## 1. Definitions

In this Statement, unless the context otherwise requires, the following expressions have the following meanings:

- "Sqale" or "Sqale" or "Sqale System" or "Sqale System" means the features and services we make available, including through (a) our website at [www.Sqale.co.uk](http://www.Sqale.co.uk) and any other Sqale branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Thank button, the Share button and other similar offerings; and (d) other media, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed. Sqale reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not these Terms and Conditions.
- "Platform" means a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Sqale or provide data to us.
- "Information" means facts and other information about you, including actions taken by users and non-users who interact with Sqale.
- "Values" means subjectively enumerated evaluations of content submitted by users, and their social derivatives.
- "Content" means anything you or other users create, provide or share as card or comment using Sqale.
- "Data" or "user data" or "user's data" means any data, including a user's content or information or values that you or third parties can retrieve from Sqale or provide to Sqale through Platform.
- "Card" means cards on Sqale, and come in three types: Product, Person, Project.
- "Use" means use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
- "Application" or “web-app” or “Our Web-App” means any application or website that uses or accesses the Sqale Platform, as well as anything else that receives or has received data from us. If you no longer access the Sqale Platform but have not deleted all data from us, the term application will apply until you delete the data.
- “Trademarks” means the list of trademarks provided here.
- “User” means a person accessing any part of the the Sqale System.
- “Credit” or “Point” or “Seed” means the internal accounting unit for value tracking.
- “Functions” means the value-tracking operations users may perform within the Sqale System.
- “We” or “Us” or “Our” means Sqale Limited
- “Originator” means a User(s) nominally assigned as copyright owner of material shared through the Sqale System.
- “Account” means an account required to access the Sqale System. There are three types of account: Guest, Member, Fellow.

- “Social Quotient” means the numerical value resulting from an algorithm operating on subjective enumerations of gratitude by users.
- “UI” or “User Interface” means the web-app or mobile-app which users interact to access the Sqale system, whether Sqale’s own or provided by third party.
- “ISP” or “Independent Service Provider” is the third party service which provides internet access to the user.

1.2 Types of Function are as follows:

- LIKE -- Evaluating a Product card.
- THANK -- Evaluating a Person card.
- HAPPY -- Evaluating a Project card.
- SHARE -- Sharing a Product card with another user with Credits.
- INVITE -- Sharing a Project card with another user with Credits.
- SUPPORT -- Distributing Credits to Originator(s) of a Product or Project Card.
- BOND -- Assigning Credits to Originator(s) of a Product or Project Card.

1.3 Additional terms:

- CREDIT -- The Sqale equivalent of money: vectorised money, only held by individual users.
- REWARDS – monetary contributions from Sqale Users back to the Creator or contributions returned to Investor.
- FUNDING GOAL - monetary amount needed to undertake Project.
- FELLOWSHIP -- If both users have Fellowship contracts, they may share Products passively. If not, sharing must be done in standard active way.
- TIMELINE -- a list of Cards. Each User has their timeline, which may be shared with other users. Product and Project timelines may also be available to Users depending on their permissions.
- “Fair Dispersal” -- the algorithms which calculate distribution of Credits directed towards a set of Originators of a Product or Project.

## 2. Information About Us

2.1 The Sqale System is owned and operated by Sqale Limited, a limited company registered in England under company number **11725174**, whose registered address is 17 Kings College Road, Ruislip, United Kingdom, HA4 8BQ.

2.2 Sqale Limited is a company registered in England, which is subject to relevant United Kingdom regulations.

2.3 Sqale will be compatible and compliant with the current Guidelines and Regulations and operate in a way to enable collaboration whilst protecting the privacy and rights of the user community.

- Data Protection Act 1998
- Consumer Protection Act
- Payment Card Industry Data Security Standards – PCI
- E Commerce (EU Directive) Reg 2002
- Computer Misuse Act
- EU Anti Money Laundering Reg (2007)
- EU Payment Regulation
- HMRC ‘Fit & Proper’ Test

## 3. Access and Changes to the Sqale System

3.1 Access to the Sqale System is by invitation. Upon Invitation, you may register an Account. The Sqale System will be available to you until your account is terminated or the Sqale System is terminated.

3.2 We may from time to time make changes to the Sqale System:

3.2.1 Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of the Sqale System;

3.2.2 Minor changes may be made to reflect changes in the law or other regulatory requirements. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of the Sqale System; and

- 3.2.3 As detailed in Sqale Principles, We will continue to develop and improve the Sqale System over time, in some cases making significant changes to it. You will be kept fully informed of any and all such changes.
- 3.3 We will always aim to ensure that Sqale Platform is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes outlined under sub-Clause 3.2. Unless We are responding to an emergency or an urgent issue, We will inform you in advance of any interruptions to the availability of Sqale Platform. If We need to suspend Sqale Platform for longer than 1 hour, We will notify you by email.

## 4. Registration and Accounts

- 4.1 An Account is required to use Sqale Platform.
- 4.2 You can not create more than one Account. All Accounts are personal. No Accounts can be created to represent any form of organisation.
- 4.3 You may not create an Account if you are under 13 years of age. If you are under 13 years of age and wish to use the Sqale System, your parent or guardian should create the Account for you and you must only use the Account with their supervision.
- 4.4 You may not convert money into/from Credits and register as a full Member if you are under 18 years of age.
- 4.5 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.6 When you are invited, you will be given a password consisting of a pair of words. We recommend that you choose a unique strong password for your Account when you register consisting of a combination of lowercase and uppercase letters, numbers and symbols. It is your responsibility to keep your password safe. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.
- 4.7 You must not use anyone else's Account without the express permission of the User to whom the Account belongs.
- 4.8 All personal information that Sqale may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act. The following information may be required to participate within Sqale community;
- 4.8.1 Email Address
  - 4.8.2 First and Second Name
- 4.9 If you wish to close and delete your Account, you may do so at any time by choosing "Delete Account" in your Profile. Closing your Account will result in the removal of your information from Our system. Understand that removed content may persist in backup copies for a reasonable period of time, but will not be available to others. Closing your Account will remove any User Content that you have created or uploaded from Our system unless the Content has been shared with others and they have not deleted it.
- 4.10 If we disable your account, you will not create another one without our permission.

## 5. Internal use of Credits

- 5.1 You may give Credits with no expectation or obligation of return of any kind. Credits do not form part of a transaction.
- 5.2 Credits are future-orientated vectors of value.
- 5.2.1 You can only assign as many Credits as you have available in your "Balance".
  - 5.2.2 Permission to change direction of Credits is granted by the Originators.
- 5.3 You may direct Credits to a Product or Project.
- 5.3.1 While directed at a Product or Project, Credits can not be otherwise used.
  - 5.3.2 Credits may be returned to the User upon conditions agreed to by the User, eg by a certain time, or by request. This is the Bond function.
  - 5.3.3 Credits may also be released to the Originators upon conditions defined by the Originators and agreed to by the User, eg immediately (the Support function) or by a certain assigned time or amount (Funding Goal), or by request. At the time of release, Credits location is reassigned from User's account to Originating users' accounts according to Fair Dispersal.

- 5.4 Credits may be temporarily aligned to a chosen user as an offer along with a Product or Project.
- 5.4.1 While offered to a chosen user, Credits can not be otherwise used.
  - 5.4.2 Once chosen user accepts the Product or Project, Credits location is reassigned from User's account to the chosen user's account. This is the Accept function.
  - 5.4.3 Credits may be returned to the User at the discretion of either user, or by time specified by the users. This is the Revoke function by User, or Reject function by chosen user.
- 5.5 Your Balance will be applied towards various actions within the Sqale System you wish to execute, and if your Balance is insufficient to complete an action, we will ask you to buy Credits to cover the difference.
- 5.6 By committing to a regular rate of Credit dispersal to Originators of evaluated material, you become a "Fellow":
- 5.6.1 A Fellow agrees to distribute, support or bond, originators of material evaluated according to the ratio of evaluations made during that period. This may be limited to Products Liked, and extended to include but not limited to other value functions, eg People Thanked.
  - 5.6.2 Credits are pre-allocated for the duration of the period chosen. At the period set by their commitment, Credits are released as support or assigned as Bond.
  - 5.6.3 A Fellow may automatically Open Products listed on other User's Timelines who are also Fellows, with the condition that they will evaluate that Product. The Fellow also automatically enables other Fellows to access Products from their timeline. This passive sharing is "Fellowship".
  - 5.6.4 A Fellow may hide a Product listing and sharing by changing the visibility of that Product on their timeline.
  - 5.6.5 A Fellow may cancel their commitment at any time. Once cancelled, the user returns to being a standard Member without the ability of passive sharing.

## 6. Buying Credits

- 6.1 Credits may be bought with money. At the time these Terms go online, GBP £1 buys 100 Sqale Credits. All monetary denominations are converted into GBP £.
- 6.2 Payment is due at the time of purchase. Your chosen payment method will be billed immediately upon confirmation of your purchase. Once payment is accepted and processed, your Balance will be topped up with Sqale Credits.
- 6.3 Sqale is not a bank, so Credit balances are not deposits and they do not earn interest. Credit balances are not insured by Financial Conduct Authority or any other entity or insurance scheme, whether governmental or private.
- 6.4 We may change the process and conversion of Credits or the ways that you can use your resulting Balance at any time as we deem necessary without prior notice to the full extent permitted by law.
- 6.5 You may not sell your Balance or any portion thereof, nor transfer any portion thereof to anyone outside of Sqale.
- 6.5.1 When non-users are offered Products or Projects, they must create a Guest Account to participate in the Sqale System.
  - 6.5.2 Guest accounts may operate with Credits, but they can not change their balance directly with conversion of money to Credits or otherwise.
- 6.6 Credits and Balances don't expire. However, Balances are subject to our Abandoned Property provision.
- 6.7 All pricing information is correct at the time of going online. We reserve the right to change prices and to add, alter or remove special offers from time to time and as necessary.
- 6.8 Buying Credits is one of the conditions of becoming a full Member of Sqale.
- 6.9 Buying Credits is performed through third party payment gateway. At time of writing this is Paypal. See their [legal T&C's](#).

## 7. Redeeming Credits

- 7.1 There is limited Redeeming money for Credits on Sqale platform at time of going to press. Once established, an automatic process will be introduced.
- 7.2 When Extracting funds, Sqale undergoes a process of validation to ensure that all money converted from Credits into GBP £ or US \$ is for content owned wholly by users extracting.

7.3 Validation of authorship is conducted by users providing evidence of ownership of copyright for shared content.

7.4 The funds extracted are the responsibility of the users and must be declared to authorities as income.

## 8. Method of Payment

8.1 Funding instruments. We want to make Sqale Payments convenient, so we allow you to buy Credits using a third party payment gateway, Paypal, which also takes credit cards and debit cards.

8.2 Authority. When you provide a funding instrument to us, you confirm that you are permitted to use that funding instrument. When you fund a transaction, you authorize us (and our designated payment processor) to charge the full amount to the funding instrument you designate for the transaction. You also authorize us to collect and store that funding instrument, along with other related transaction information.

8.3 Authorization. If you pay by credit or debit card, we may obtain a pre-approval from the issuer of the card for an amount, which may be as high as the full price of your purchase. We will bill your card at the time you load funds for your Sqale Payments transaction, or shortly thereafter. If you cancel a transaction before completion, this pre-approval may result in those funds not otherwise being immediately available to you.

8.4 Failed funding. If you fund a payment by debit card and your load transaction results in an overdraft or other fee from your bank, you alone are responsible for that fee.

8.5. Denomination. All denominations are converted into GBP £ before conversion to Credits.

8.6 Refunds. Due to technical limitations, we are able to provide refunds ONLY by making cash deposit into a bank account. If you make a purchase of Credits and later request a refund for any reason, you MUST have a bank account in order to receive the refund. Additionally, the name on the bank account receiving the refund deposit MUST match the name on the boleto used to make the payment.

8.7 Safety. We may delay or limit the availability of your purchase of Credits, for either safety reasons, or to make sure we possess all relevant information necessary to process the payment and deliver to you what you have paid for.

8.8 Actions We May Take with respect to payments made to Sqale.

8.8.1 At-will use. We may revoke your eligibility to use Sqale Payments at any time at our sole discretion.

8.8.2 Enquiries. By using Sqale Payments, you acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.

8.8.3 Our right to cancel. We may cancel any transaction if we believe the transaction violates these Terms, or if we believe doing so may prevent financial loss. We may also cancel any electronic value accumulated, transferred, assigned, or sold as a result of fraudulent or illegal behavior.

8.8.4 Payment limitations. In order to prevent financial loss to you or to us, we may place a delay on a payment for a period of time, or limit funding instruments for a transaction, or limit your ability to make a purchase, or deactivate your account.

8.8.5 Sharing of information. In order to prevent financial loss to you or to us, we may contact your funding instrument issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law.

8.8.6 Abandoned Property. If you leave a Balance unused for the period of time set forth by your state, country, or other governing body in its unclaimed property laws, or if you delete your account and leave a Balance, or if we deactivate your account and you do not meet any conditions necessary to reinstate it within six (6) months, we may process your balance in accordance with our legal obligations, including by submitting funds associated with your Balance to the appropriate governing body as required by law.

## 9. Fair Dispersal (explaining SQ etc)

9.1 Credits released towards a Product or Project are immediately distributed to all Originating members according to Fair Dispersal.

9.2 Fair dispersal is a calculation based on a number of factor including but not limited to Social Quotient, Credit balance, time and effort.

9.3 The exact algorithm is withheld from public scrutiny until final day of 2020.

9.4 We reserve the right to change algorithm and public release at any time.

## 10. Our Intellectual Property Rights and Licence

10.1 We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use the Sqale System to share responsibly for personal (including research and private study) and business purposes, subject to these Terms and Conditions.

10.2 Subject to the licence granted to Us under sub-Clause 13.3, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third party rights in that User Content and the terms of any licence under which you use such Content).

10.3 All other Content included in Sqale Platform (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

10.4 By accepting these Terms and Conditions, you hereby undertake:

10.4.1 Not to copy, download or otherwise attempt to acquire any part of Sqale Platform;

10.4.2 Not to disassemble, decompile or otherwise reverse engineer Sqale Platform;

10.4.3 Not to allow or facilitate any use of Sqale Platform that would constitute a breach of these Terms and Conditions; and

10.4.4 Not to embed or otherwise distribute Sqale Platform on any website, ftp server or similar.

## 11. Links to the Sqale System

11.1 You may link to the Sqale System is hosted provided that:

11.1.1 You do so in a fair and legal manner;

11.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

11.1.3 You do not use any of Our logos or trade marks (or any others displayed on Sqale Platform) without Our express written permission; and

11.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

11.2 You may not link to any page other than the homepage of Sqale (<http://Sqale.co>) and location of login page for the Sqale Platform (<https://app.sqale.co>) unless using the sharing features of Sqale Platform. Deep-linking to other parts of Sqale Platform requires Our express written permission.

11.3 You may not link to the Sqale Platform from any other website the content of which contains material that:

11.3.1 Is sexually explicit;

11.3.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;

11.3.3 Promotes violence;

11.3.4 Promotes or assists in any form of unlawful activity;

11.3.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

11.3.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

11.3.7 Is calculated or is otherwise likely to deceive another person;

11.3.8 Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;

11.3.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 11.2 OR 11.3);

11.3.10 Implies any form of affiliation with Us where none exists;

11.3.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks, patents and database rights) of any other party; or

11.3.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

11.4 Please note that the content criteria described above in sub-Clause 11.2 OR 11.3 apply only to content over which the owner and/or operator of the website in question has direct control. You will not, therefore, be in breach of these Terms and Conditions if, for example, other users of a website on which you establish a link to Sqale Platform post content such as comments that violate the above criteria.

## 12. Links to Other Content

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Sqale control and Sqale neither assumes nor accepts responsibility or liability for such third party content. The provision of a link by Sqale is for reference only and does not imply any endorsement of the linked content or of those in control of it.

## 13. User Content

13.1 You agree that you will be solely responsible for any and all User Content that you create or upload using Sqale Platform. Specifically, you agree, represent and warrant that you have the right to create or upload the User Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 15.

13.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 13.1. You will be responsible for any loss or damage suffered by Us as a result of such breach.

13.3 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. By creating or uploading User Content, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Sqale Platform.

13.4 If you wish to remove User Content, you may do so by editing appropriate fields within the Sqale UI. Removing User Content also revokes the licence granted to Us to use that User Content under sub-Clause 13.3. You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).

13.5 We may reject, reclassify, or remove any User Content created or uploaded using Sqale Platform where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if the Flag functionality alerts Us, or if we receive a complaint from a third party and determine that the User Content in question should be removed as a result.

13.6 Sqale is not accountable for Project completions, this resides with the Creators/Originators.

13.7 Royalties and Licenses of content are the responsibility of the Creators and Originators and Users. Anything submitted to Sqale must be the Creators own content.

## 14. Intellectual Property Rights and User Content

14.1 All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licenced by the relevant User. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

14.2 Users may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon, another User's User Content without first obtaining the express consent of the User to whom the User Content in question belongs.

14.3 We take technical measures to limit and/or restrict the ability of Users to unlawfully copy User Content created using Sqale Platform. Despite such measures, We do not make any representation or warranty that your User Content will not be unlawfully copied without your permission.

## 15. Acceptable Usage Policy

15.1 You may only use Sqale Platform in a manner that is lawful and that complies with the provisions of this Clause 15. Specifically:



- 15.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
  - 15.1.2 You must not use Sqale Platform in any way, or for any purpose, that is unlawful or fraudulent;
  - 15.1.3 You must not use Sqale Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and
  - 15.1.4 You must not use Sqale Platform in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 15.2 The following types of User Content are not permitted on Sqale Platform and you must not create, submit, communicate or otherwise do anything that:
- 15.2.1 is sexually explicit;
  - 15.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 15.2.3 promotes violence;
  - 15.2.4 promotes or assists in any form of unlawful activity;
  - 15.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 15.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 15.2.7 is calculated or otherwise likely to deceive;
  - 15.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
  - 15.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 15.2);
  - 15.2.10 implies any form of affiliation with Us where none exists;
  - 15.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
  - 15.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 15.3.13 Site cannot be used for distribution of Food & Drink.
  - 15.3.14 No Gambling, Coupons, Competitions or Raffles are permitted.
  - 15.3.15 No Medical, Drugs or Firearms are allowed.
- 15.3 We reserve the right to suspend or terminate your Account and/or your access to Sqale Platform if you materially breach the provisions of this Clause 15 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:
- 15.3.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Sqale Platform (for more details regarding such cancellation, please refer to sub-Clause 8.11);
  - 15.3.2 Remove any of your User Content which violates this Acceptable Usage Policy;
  - 15.3.3 Issue you with a written warning;
  - 15.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 15.3.5 Take further legal action against you as appropriate;
  - 15.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
  - 15.3.7 Any other actions which We deem reasonably appropriate (and lawful).
- 15.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

## 16. Problems with the Sqale System and Consumers' Legal Rights

- 16.1 If you have any questions or complaints regarding the Sqale System, please email Us at [hello@Sqale.co](mailto:hello@Sqale.co) or by using any of the methods provided on Our contact page at <http://Sqale.co>.
- 16.2 If you are a consumer, you have certain legal rights under the Consumer Rights Act 2015 that may apply to the Sqale System:

16.2.1 Any digital content provided by Us must be as described, fit for purpose, and of satisfactory quality. If digital content is faulty, you may be entitled to a repair or replacement. If a fault cannot be remedied, or has not been remedied within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund. If, as a result of Our failure to exercise reasonable care and skill, any digital content of which the Sqale System is comprised (that is not User Content) damages your device or other digital content belonging to you, you may be entitled to a repair or compensation.

16.2.2 Any services provided by Us must be provided with reasonable care and skill and in compliance with information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise fix the problem or, if We cannot provide such a remedy, a full or partial refund.

16.2.3 For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

## 17. Disclaimers

17.1 No part of the Sqale System or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to value-tracking software.

17.2 Subject to your legal rights if you are a consumer (as summarised above in Clause 16), insofar as is permitted by law, We make no representation, warranty, or guarantee that Sqale Platform will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

17.3 We make reasonable efforts to ensure that the content contained within the Sqale System is complete, accurate and up-to- date. We do not, however, make representations, warranties or guarantees (whether express or implied) that the Sqale System (and the content therein) is complete, accurate or up-to- date.

17.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content created or uploaded using the Sqale System. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.

## 18. Our Liability

18.1 If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will occur or was contemplated by you and Us when the Contract between us was formed.

18.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Sqale Platform or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in the Sqale System.

18.3 To the fullest extent permissible by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.

18.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Sqale System or any Content (including User Content) included in the Sqale System.

18.5 If you are a business, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

18.6 We exercise all reasonable skill and care to ensure that the Sqale System is free from viruses and other malware. Subject to sub-Clause 16.2.1, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Sqale System (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.

18.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Sqale System resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

18.8 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumer's legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## 19. Viruses, Malware and Security

19.1 We exercise all reasonable skill and care to ensure that the Sqale System is secure and free from viruses and other malware including, but not limited to, the scanning of any and all User Content for viruses and malware as it is uploaded. We do not, however, guarantee that the Sqale System is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 18.6.

19.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.

19.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Sqale Platform.

19.4 You must not attempt to gain unauthorised access to any part of Sqale Platform, the server on which Sqale Platform is stored, or any other server, computer, or database connected to Sqale Platform.

19.5 You must not attach Sqale Platform by means of a denial of service attack, a distributed denial of service attack, or by any other means.

19.6 By breaching the provisions of sub-Clauses 19.3 to 19.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Sqale Platform will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

## 20. Privacy and Cookies

20.1 The Use of Sqale Platform is also governed by Our Privacy and Cookie Policy, available from <https://Sqale.co/privacy.pdf>. This policy is incorporated into these Terms and Conditions by this reference.

## 21. Data Protection

21.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.

21.2 We may use your personal information to:

- 21.2.1 Reply to any communications that you send to Us;
- 21.2.2 Send you important notices, as detailed in Clause 22; or
- 21.2.3 Verify your identity and age;

21.3 We will not pass your personal information on to any third parties.

## 22. Communications from Us

22.1 If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to Sqale Platform, and changes to your Account.

22.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. Email marketing options can also be changed in your Account preferences. If you opt out of receiving emails

from Us at any time, it may take up to 7 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

22.3 For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us at tech@Sqale.co.

22.4 If you do not have an Account, you may receive an email from Us on behalf of a User who knows you or has your contact details. Such notices may relate to matters including, but not limited to, offers, invitations, recommendations, and notifications of origination.

## 23. Other Important Terms

23.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

23.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

23.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

23.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

23.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## 24. Changes to these Terms and Conditions

24.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Sqale Platform after the changes have been implemented. You are therefore advised to check this page from time to time.

24.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## 25. Contacting Us

25.1 To contact Us, please email Us at info@Sqale.co.uk or by using any of the methods provided on Our platform (such as Request on our platform).

## 26. Law and Jurisdiction

26.1 These Terms and Conditions and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

26.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.

26.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.