



# TIQUO PLATFORM TERMS

EFFECTIVE DATE: 08 June 2026

VERSION: 1.6

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, the following expressions shall have the following meanings:

**Acceptable Use Policy** means Tiquo's acceptable use policy, as amended from time to time, setting out restrictions and obligations relating to use of the Services.

**Affiliate** means, in relation to an entity, any entity that directly or indirectly controls, is controlled by, or is under common control with that entity, where "control" means ownership of more than fifty percent (50%) of the voting rights or the ability to direct management or policies.

**Agreement** means these Platform Terms together with all documents incorporated by reference pursuant to Clause 2.

**AI Features** means features within the Services that use artificial intelligence, machine learning, or large language models to generate outputs, including but not limited to summarisation, classification, drafting assistance, and categorisation features.

**Applicable Law** means all laws, statutes, regulations, regulatory requirements, codes of practice, and guidance applicable to a party, the Services, or the processing of Customer Data.

**Authorised Users** means individuals authorised by the Customer to access and use the Services on the Customer's behalf.

**Business Day** means a day other than a Saturday, Sunday, or public holiday in England.

**Card Processing Fees** means transaction-based fees applied to payments processed through the Services, as set out on Tiquo's pricing pages or otherwise notified to the Customer.

**Confidential Information** means all information (whether written, oral, visual, electronic, or in any other form) disclosed by one party to the other that is confidential by nature or which ought reasonably to be regarded as confidential, including information relating to business operations, customers, pricing, financial information, technology, software, trade secrets, security measures, and commercial strategy.

**CPI Rate** means the annual percentage change in the Consumer Prices Index (CPI) for the United Kingdom as published by the Office for National Statistics, measured over the twelve-month period ending on the most recent date for which data is available at the time of any proposed Subscription Fee adjustment. Where CPI data is revised, the most recently published figure shall apply. If the CPI ceases to be published or is materially changed in methodology, Tiquo shall adopt the nearest comparable index published by an official United Kingdom statistical authority.

**Customer** means the legal entity entering into this Agreement and accessing or using the Services.

**Customer Data** means all data, content, records, information, and materials submitted to, processed by, generated through, or stored within the Services by or on behalf of the Customer or its Authorised Users, including data relating to End-Users

**Customer Documents** means all documents, forms, contracts, agreements, leases, waivers, and other written materials created, edited, stored, sent, or signed by the Customer or its Authorised Users using the document and form tools within the Services.

**Data Processing Agreement or DPA** means Tiquo's data processing agreement governing the processing of personal data under Applicable Law.

**Discount Period** means a period during which the Customer receives a reduced Subscription Fee, as agreed in writing or as set out at the time the Customer subscribes to the applicable plan.

**End-User** means an individual with whom the Customer interacts in the course of its business and whose data is processed through the Services, including customers, guests, clients, patients, tenants, members, students, attendees, policyholders, and similar individuals served by the Customer.

**Fees** means the Subscription Fees and the Card Processing Fees.

**Force Majeure Event** means any event beyond a party's reasonable control, including acts of God, failure of utilities or networks, industrial disputes, war, terrorism, epidemic, or governmental action.

**Intellectual Property Rights** means all intellectual property rights including copyright, database rights, patents, trade marks, trade secrets, know-how, and any similar rights, whether registered or unregistered.

**Lock-in Period** means a fixed contractual period during which the Customer commits to the Services under an Enterprise plan, as agreed in writing between the parties. For the avoidance of doubt, the existence of a Lock-in Period does not affect the Customer's obligation to pay Fees during that period.

**Plan** means the subscription tier selected by the Customer, being one of "Launch", "Scale", or "Enterprise", as described on Tiquo's pricing pages or as otherwise agreed in writing.

**Privacy Policy** means Tiquo's privacy policy, as updated from time to time.

**Services** means the Tiquo software platform, applications, APIs, infrastructure, integrations, and related services made available by Tiquo to the Customer.

**Service Level Agreement** or **SLA** means Tiquo's service level agreement, where applicable.

**Sub-processor Policy** means Tiquo's sub-processor policy setting out the third parties engaged by Tiquo to process personal data on the Customer's behalf, as updated from time to time.

**Sublocation** means an individual operational site, venue, or business unit configured within the Services and used as the basis for Subscription Fees.

**Subscription Fees** means the recurring monthly fees payable by the Customer per Sublocation.

## 1.2 Interpretation

In this Agreement:

- (a) references to clauses are to clauses of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) references to "including" or "in particular" shall be construed without limitation;
- (d) headings are for convenience only and shall not affect interpretation;
- (e) references to any statute include any amendment, re-enactment, or replacement.

## 2. AGREEMENT STRUCTURE AND INCORPORATED DOCUMENTS

### 2.1 Contractual framework

This Agreement governs all access to and use of the Services by the Customer and its Authorised Users and applies from the earlier of the Customer's acceptance of this Agreement or first use of the Services.

This Agreement is a **business-to-business agreement only**. The Customer acknowledges that it is not acting as a consumer and that consumer protection legislation does not apply.

During any initial testing, pilot, or beta phase, the parties may agree in writing to modified terms, service levels, pricing arrangements, or other variations appropriate to the testing environment. Any such modifications shall be documented in writing and shall prevail over conflicting provisions of this Agreement for the duration of the testing phase.

### 2.2 Incorporated documents

The following documents are incorporated into this Agreement by reference and form an integral part of it, as amended from time to time:

- (a) the Privacy Policy;
- (b) the Data Processing Agreement;
- (c) the Acceptable Use Policy;
- (d) the Sub-processor Policy;
- (e) the Service Level Agreement, where applicable, available at <https://www.tiquo.co/en/legals/service-level-agreement> and as updated from time to time; and
- (f) the Multi-Legal-Entity Data Sharing Terms, where applicable, available at <https://www.tiquo.co/en/legals/multi-entity-data-sharing> and as updated from time to time. These terms apply only where the Customer enables multi-entity data sharing features within the Services.

The current versions of all incorporated documents are available at <https://tiquo.co/legals> and will be provided to the Customer upon request.

Tiquo shall provide the Customer with at least fourteen (14) days' prior written notice of any material changes to any incorporated document. Non-material administrative or clarifying changes may be made without prior notice. In the event of any conflict or inconsistency between this Agreement and any incorporated document, this Agreement shall prevail unless expressly stated otherwise.

## **2.3 Entire agreement and non-reliance**

This Agreement constitutes the entire agreement between the parties in relation to the Services and supersedes all prior agreements, negotiations, representations, or understandings, whether written or oral.

Each party acknowledges that it has not relied on any statement, representation, or warranty not expressly set out in this Agreement.

## **3. SCOPE OF SERVICES**

### **3.1 Provision of the Services**

Subject to the Customer's compliance with this Agreement, Tiquo shall make the Services available to the Customer on a hosted, software-as-a-service basis for the Customer's internal business operations.

The Services are provided on a multi-tenant basis and may be updated, modified, or enhanced by Tiquo from time to time.

Tiquo shall provide reasonable advance notice to the Customer of any material changes to the Services that would adversely affect the Customer's use of the Services, except where changes are required:

- (a) to address security vulnerabilities;
- (b) to comply with Applicable Law; or
- (c) for emergency maintenance or operational reasons.

Tiquo shall use commercially reasonable efforts to minimize disruption when implementing changes to the Services.

### **3.2 Access and configuration**

The Customer is responsible for configuring the Services, creating Sublocations, managing Authorised Users, and ensuring that all information provided to Tiquo is accurate and complete.

Tiquo shall have no responsibility for the Customer's configuration decisions or business processes implemented using the Services.

### **3.3 Customer dependencies**

The Customer acknowledges that use of the Services requires compatible hardware, internet connectivity, and third-party services (including payment providers), and that Tiquo is not responsible for failures arising from such dependencies.

### **3.4 No professional services**

Unless expressly agreed in writing, Tiquo does not provide consultancy, professional, or advisory services. Any guidance provided by Tiquo is for general information purposes only and does not constitute advice.

### **3.5 Document and form tools**

The Services include tools that enable the Customer to create, edit, send, and store documents, forms, contracts, and other written materials ("Customer Documents"), and to collect electronic signatures in connection with those Customer Documents.

The document and form tools are provided as neutral infrastructure only. Tiquo does not draft, review, approve, verify, or endorse the content of any Customer Document.

### **3.6 AI Features**

The Services may include AI Features that use third-party artificial intelligence models to generate outputs based on Customer Data or Authorised User inputs.

The Customer acknowledges that AI-generated outputs may contain errors, omissions, or inaccuracies and must be reviewed by the Customer before being acted upon, shared with End-Users, or used for any purpose requiring a high degree of accuracy.

Tiquo does not warrant that AI-generated outputs will be accurate, complete, reliable, or fit for any particular purpose. The Customer's use of the AI Features is subject to this Agreement, the Acceptable Use Policy, and the Data Processing Agreement.

## **4. GRANT OF LICENCE, SCOPE OF USE, AND RESERVATION OF RIGHTS**

### **4.1 Grant of licence**

Subject to the Customer's ongoing compliance with this Agreement, including payment of all Fees when due and adherence to the Acceptable Use Policy, Tiquo hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to access and use the Services solely for the Customer's internal business operations during the term of this Agreement.

The licence granted under this Clause 4 is personal to the Customer and does not permit use of the Services for the benefit of any third party, whether directly or indirectly, except as expressly permitted under this Agreement.

### **4.2 Scope of permitted use**

The Customer shall use the Services strictly in accordance with this Agreement, Applicable Law, and any documentation or usage guidelines made available by Tiquo from time to time.

The Customer acknowledges and agrees that the Services are provided as a configurable platform and that all business logic, workflows, rules, configurations, and operational decisions implemented using the Services are determined solely by the Customer. Tiquo shall have no responsibility for, and shall not be liable in respect of, the Customer's selection, configuration, or use of any features, settings, or functionality of the Services.

### **4.3 Authorised Users and access controls**

The Customer shall be responsible for ensuring that access to the Services is restricted to Authorised Users only and that each Authorised User complies with the terms of this Agreement as if they were the Customer.

The Customer shall not permit credentials to be shared between users or used concurrently by more than one individual. The Customer acknowledges that it is solely responsible for all acts and omissions carried out through its accounts, whether or not such acts were authorised.

#### **4.4 No implied rights**

Except as expressly set out in this Agreement, no rights, licences, or permissions are granted to the Customer, whether by implication, estoppel, or otherwise.

Without limitation, nothing in this Agreement shall be construed as granting the Customer any rights in or to the Services, the underlying software, source code, object code, system architecture, data models, workflows, algorithms, user interfaces, designs, or other elements of the Services, other than the limited right of use expressly granted under Clause 4.1.

#### **4.5 Reservation of rights**

Tiquo expressly reserves all rights, title, and interest in and to the Services and all Intellectual Property Rights therein, including all rights not expressly granted to the Customer under this Agreement.

The Customer acknowledges that use of the Services does not confer any ownership interest or other proprietary rights in the Services, and that the Services are licensed, not sold.

#### **4.6 Suspension and revocation of licence**

The licence granted under this Clause 4 is conditional and may be suspended or revoked by Tiquo in accordance with Clause 8 (Service Availability, Suspension, and Continuity) and Clause 9 (Term, Cancellation, and Termination).

Without prejudice to any other rights or remedies, Tiquo may suspend or revoke the licence granted under this Clause 4 immediately where:

- (a) the Customer fails to pay any Fees when due;
  - (b) the Customer breaches this Agreement, including the restrictions set out in Clause 5;
- or
- (c) continued access to the Services would, in Tiquo's reasonable opinion, expose Tiquo to legal, regulatory, security, or operational risk.

#### **4.7 Effect of suspension or termination on licence**

Upon any suspension of the Services, the Customer's right to access and use the Services shall be temporarily restricted to the extent determined by Tiquo.

Upon termination or expiry of this Agreement for any reason, the licence granted under this Clause 4 shall automatically and immediately terminate, and the Customer shall cease all access to and use of the Services.

#### **4.8 Acknowledgement**

The Customer acknowledges that the scope of the licence granted under this Agreement has been reflected in the Fees payable and that any use of the Services outside the scope of this Clause 4 would constitute a material breach of this Agreement.

## **5. RESTRICTIONS, PROHIBITED USE, AND COMPETITIVE MISUSE**

### **5.1 General restrictions**

The Customer shall not, and shall procure that its Authorised Users do not, access or use the Services except strictly in accordance with the licence granted under Clause 4 and the terms of this Agreement.

Any use of the Services outside the scope of the permitted use set out in Clause 4 shall constitute unauthorised use and a breach of this Agreement.

### **5.2 Prohibited acts**

Without limiting the generality of Clause 5.1, the Customer shall not, whether directly or indirectly, and whether alone or in combination with any third party:

- (a) copy, reproduce, distribute, publish, display, transmit, or otherwise make available the Services or any part thereof, other than as expressly permitted under this Agreement;
- (b) reverse engineer, decompile, disassemble, translate, adapt, vary, or otherwise attempt to derive or access the source code, object code, underlying ideas, algorithms, data structures, system architecture, workflows, or organisational logic of the Services, except to the extent expressly permitted by Applicable Law;
- (c) modify, create derivative works from, or otherwise seek to replicate the Services or any part of them, including their features, functionality, user interfaces, layouts, workflows, or product concepts;
- (d) access or use the Services for the purposes of benchmarking, competitive analysis, or evaluation, or for the purpose of developing, training, testing, or assisting in the development of any product or service that competes with the Services;
- (e) make the Services available to any third party other than Authorised Users, including by way of service bureau, managed service, outsourcing, timesharing, or similar arrangement; or
- (f) use Customer Data, AI-generated outputs, or any element of the Services to train, fine-tune, or develop any machine learning model, large language model, or artificial intelligence system outside the Services.

### **5.3 Protection of proprietary elements and trade secrets**

The Customer acknowledges and agrees that the Services comprise proprietary technology, confidential information, and trade secrets of Tiquo, including the structure, sequence, organisation, workflows, data models, and business logic embodied in the Services.

The Customer further acknowledges that unauthorised access to or use of such proprietary elements may cause significant commercial harm to Tiquo which may not be capable of being fully compensated by damages.

## **5.4 Circumvention and interference**

The Customer shall not attempt to circumvent, disable, interfere with, or otherwise compromise any security measures, access controls, usage limits, monitoring mechanisms, or technical restrictions implemented by or on behalf of Tiquo in connection with the Services.

The Customer shall not introduce, transmit, or deploy any code, script, or process that is intended to disrupt, damage, degrade, or adversely affect the operation, performance, or integrity of the Services or the systems or data of Tiquo or its other customers.

## **5.5 Consequences of breach**

Any breach of this Clause 5 shall constitute a **material breach** of this Agreement.

Without prejudice to any other rights or remedies available to it, Tiquo shall be entitled to:

- (a) immediately suspend access to the Services, in whole or in part, without prior notice;
- (b) terminate this Agreement in accordance with Clause 9; and
- (c) seek injunctive or other equitable relief to prevent or restrain unauthorised use, copying, or misuse of the Services.

The Customer acknowledges that remedies at law may be an inadequate remedy for breach of this Clause 5.

## **5.6 No limitation by knowledge or intent**

The restrictions set out in this Clause 5 apply regardless of whether the Customer or its Authorised Users acted intentionally, negligently, or without knowledge of the relevant restriction.

The Customer shall remain responsible for all acts and omissions of its Authorised Users in relation to the Services.

# **6. CUSTOMER OBLIGATIONS, DEPENDENCIES, AND RESPONSIBILITY ALLOCATION**

## **6.1 General customer responsibilities**

The Customer shall be responsible for ensuring that its access to and use of the Services is carried out in accordance with this Agreement, the Acceptable Use Policy, and all Applicable Law.

The Customer shall ensure that all Authorised Users are aware of, and comply with, the obligations and restrictions set out in this Agreement, and shall remain fully liable for all acts and omissions of its Authorised Users as if such acts or omissions were its own.

## **6.2 Account security and access management**

The Customer shall be responsible for maintaining the confidentiality and security of all login credentials, authentication mechanisms, and access permissions associated with its accounts.

The Customer shall promptly notify Tiquo if it becomes aware of any unauthorised access to, or use of, the Services. Tiquo shall not be responsible for any loss, damage, or unauthorised activity arising from the Customer's failure to protect its credentials or manage access appropriately.

## **6.3 Accuracy and legality of Customer Data**

The Customer represents and warrants that all Customer Data is accurate, complete, lawful, and does not infringe the rights of any third party.

The Customer shall be solely responsible for the content, quality, integrity, and legality of Customer Data and for obtaining all necessary rights, consents, and permissions required for Tiquo to process Customer Data in accordance with this Agreement and the Data Processing Agreement, including any consents required from End-Users.

## **6.4 Regulatory and compliance responsibilities**

The Customer acknowledges that it is solely responsible for determining whether the Services are suitable for its business and regulatory requirements and for ensuring compliance with all Applicable Law, including any sector-specific regulatory, tax, accounting, or reporting obligations.

Tiquo does not monitor or validate the Customer's compliance with Applicable Law and does not provide legal, financial, accounting, or regulatory advice. The Customer acknowledges that use of the Services does not relieve it of any statutory or regulatory obligations.

## **6.5 Customer dependencies and third-party systems**

The Customer acknowledges that the Services depend on external factors outside Tiquo's control, including internet connectivity, hardware, operating systems, and third-party services such as payment processors and integration partners.

Tiquo shall not be responsible for any failure, delay, or degradation of the Services to the extent caused by such dependencies or by the Customer's systems, configurations, or third-party providers.

## **6.6 Backups and data retention**

Tiquo maintains regular backups of Customer Data as part of its business continuity measures, as described in the Data Processing Agreement.

The Customer acknowledges that Tiquo is not responsible for data loss resulting from Customer actions, third-party systems, or failure by the Customer to export or back up Customer Data independently.

Upon termination, data return and deletion procedures are governed by the Data Processing Agreement.

## **6.7 Allocation of risk**

The Customer acknowledges that it assumes all risk arising from its use of the Services, including decisions made, actions taken, or transactions processed using the Services.

Except as expressly stated in this Agreement, Tiquo shall have no responsibility or liability for the Customer's business outcomes, operational decisions, or use of the Services.

## **6.8 Customer Documents**

The Customer is solely responsible for the content, accuracy, legality, and enforceability of all Customer Documents created, sent, or signed using the Services.

The Customer shall obtain independent professional advice where appropriate and shall ensure that all Customer Documents comply with Applicable Law, including any sector-specific regulatory requirements applicable to the Customer's business or jurisdiction.

The Customer is solely responsible for determining whether an electronic signature is legally sufficient for the intended purpose and jurisdiction, including any requirements for specific signature types, witnessing, or notarisation. Tiquo does not verify the identity, authority, or capacity of any signatory.

## **6.9 Third-party recipients of Customer Documents**

Tiquo has no contractual or legal relationship with any third party arising from the creation, delivery, or execution of a Customer Document. Any dispute between the Customer and a third party in connection with a Customer Document is solely between those parties.

## **6.10 Fiscal, tax, and transaction reporting responsibilities**

The Customer is solely responsible for compliance with all fiscal, tax, invoicing, cash register, receipt, and transaction reporting obligations applicable to its business in every jurisdiction in which it operates, including obligations to:

- (a) issue fiscally compliant receipts, invoices, or equivalent documents to End-Users and counterparties;
- (b) transmit transaction data to tax authorities, including through real-time reporting or clearance regimes (such as myDATA, SDI, SII, TicketBAI, VeriFactu, NAV, KSeF, e-Factura, SAF-T, CFDI, NF-e, MyInvois, and equivalent systems);
- (c) register with local tax authorities and maintain any required fiscal certifications, device registrations, or accreditations;
- (d) calculate, collect, remit, and report applicable taxes (including VAT, GST, sales tax, service taxes, and tourism or accommodation taxes);
- (e) integrate with government e-invoicing, fiscalisation, or transaction reporting platforms where required by Applicable Law; and
- (f) retain transactional records in the format, content, and for the periods required by Applicable Law.

Where the Services include, or are integrated with, third-party fiscal, tax, or transaction reporting tools (whether developed by Tiquo, provided by an integration partner, or otherwise made available through the Services), such functionality is provided on an “as is” and “as available” basis. Tiquo does not warrant that any such functionality or integration will:

- (a) cover all jurisdictions, transaction types, or regulatory regimes applicable to the Customer;
- (b) remain continuously available, supported, or up-to-date with changes in Applicable Law;
- (c) produce outputs that are accurate, complete, compliant with Applicable Law, or accepted by any tax authority; or
- (d) relieve the Customer of any underlying fiscal, tax, invoicing, or reporting obligation.

The accuracy, completeness, and lawfulness of data submitted to any fiscal or tax system via the Services is the sole responsibility of the Customer. Tiquo acts solely as a conduit for transmitting data provided by the Customer and does not verify, validate, or endorse the content of such data.

The Customer shall indemnify Tiquo against any losses, penalties, fines, interest, or liabilities arising from (i) the Customer’s failure to comply with fiscal, tax, or transaction reporting obligations; or (ii) inaccurate, incomplete, or untimely data submitted by the Customer through any fiscal, tax, or transaction reporting functionality of the Services.

## **7. FEES, BILLING, NON-PAYMENT, AND SET-OFF**

### **7.1 Fees and pricing structure**

In consideration for access to and use of the Services, the Customer shall pay the Fees in accordance with this Agreement.

The Fees consist of:

- (a) Subscription Fees, charged on a recurring monthly basis in advance and calculated per Sublocation; and
- (b) Card Processing Fees, charged on a transactional basis in respect of payments processed through the Services.

### **7.2 Billing cycle and payment method**

Subscription Fees are payable monthly in advance and shall be due at the beginning of each billing period.

The Customer authorises Tiquo, and any payment processor acting on Tiquo's behalf, to charge or deduct applicable Fees using the payment method on file.

The Customer shall ensure that valid and up-to-date payment details are maintained at all times.

### **7.3 Taxes**

All Fees are exclusive of VAT or similar taxes, which shall be payable by the Customer where applicable. Where the Customer is liable to account for such taxes under reverse charge or equivalent mechanisms, the Customer shall do so in accordance with Applicable Law.

### **7.4 Non-payment and debt characterisation**

Any Subscription Fees not paid when due shall constitute a contractual debt owed by the Customer to Tiquo.

A dispute relating to Fees shall not relieve the Customer of its obligation to pay undisputed amounts.

### **7.5 Set-off and recovery of unpaid amounts**

Tiquo may recover unpaid Subscription Fees by deducting or setting off such amounts against Card Processing Fees, settlement amounts, or other transaction proceeds payable to the Customer.

Where reasonably practicable, Tiquo shall provide the Customer with at least five (5) Business Days' notice before exercising this right, except where immediate action is required to protect Tiquo's interests.

The Customer expressly authorises such deduction and acknowledges that this mechanism forms an essential part of the commercial structure of the Services.

## **7.6 Suspension for non-payment**

Where Fees remain unpaid, Tiquo may suspend access to the Services without relieving the Customer of its payment obligations.

## **7.7 Termination for persistent non-payment**

If non-payment persists following suspension, Tiquo may terminate this Agreement in accordance with Clause 9.

## **7.8 No refunds**

Except as required by Applicable Law, Fees paid are non-refundable.

Where the Customer cancels during a billing period, access continues until the end of the paid period, with no refund or credit.

## **7.9 Payment processing**

Where the Services include payment processing functionality:

- (a) payments are processed through Tiquo's third-party payment service provider (Stripe);
- (b) Card Processing Fees apply to payments processed through the Services as set out in the pricing information provided to the Customer;
- (c) the Customer authorises Tiquo, through its payment provider, to:
  - (i) process payments on the Customer's behalf;
  - (ii) hold funds temporarily pending settlement; and
  - (iii) remit funds to the Customer's designated account in accordance with the agreed settlement schedule;
- (d) settlement timing and procedures are as notified to the Customer during onboarding or as otherwise agreed;
- (e) The Customer is responsible for chargeback and refund handling in relation to transactions with its own End-Users;

(f) Tiquo may deduct any amounts owed by the Customer from settlement amounts or Card Processing Fees owed to the Customer, in accordance with Clause 7.5 and subject to the notice provisions set out therein; and

(g) The Customer acknowledges that payment processing is dependent on third-party services and Tiquo shall not be liable for delays or failures attributable to such third parties.

## **7.10 Subscription Fee adjustments - Launch and Scale plans**

Where the Customer is subscribed to a Launch or Scale plan, Tiquo shall not increase the Subscription Fees applicable to that Customer by more than the CPI Rate per annum, calculated from the date on which the Customer first subscribed to the applicable plan (or, where applicable, from the date on which the most recent Subscription Fee adjustment took effect).

Tiquo shall provide the Customer with at least thirty (30) days' prior written notice of any increase to Subscription Fees under this Clause 7.10, specifying the new Subscription Fee and the CPI Rate applied.

For the avoidance of doubt, this Clause 7.10 applies only to Subscription Fees during any period in which the Customer is paying the standard (non-discounted) rate. The treatment of Subscription Fees following the expiry of a Discount Period is governed by Clause 7.12.

## **7.11 Subscription Fee adjustments - Enterprise plans**

Where the Customer is subscribed to an Enterprise plan with an agreed Lock-in Period, the Subscription Fees shall remain fixed for the duration of the Lock-in Period.

Upon expiry of the Lock-in Period, Tiquo may adjust the Subscription Fees for the Enterprise plan. Tiquo shall provide the Customer with at least thirty (30) days' prior written notice of any such adjustment, specifying the new Subscription Fees.

Where the parties agree to a renewal Lock-in Period, the adjusted Subscription Fees shall apply for the duration of that renewal period.

## **7.12 Expiry of Discount Periods**

Where a Customer on a Launch or Scale plan is receiving a reduced Subscription Fee during a Discount Period, the CPI Rate cap set out in Clause 7.10 shall apply to increases during the Discount Period.

Upon expiry of the Discount Period, Tiquo may adjust the Subscription Fees to the then-current standard pricing for the applicable plan as published on Tiquo's pricing pages or as otherwise notified to the Customer. For the avoidance of doubt, the adjusted pricing following expiry of a Discount Period is not limited by the CPI Rate cap in Clause 7.10 and may reflect any price changes that occurred during the Discount Period.

By way of example only: if a Customer subscribes to a Scale plan at a discounted rate of £300 per month for a two-year Discount Period, and during that period the standard Scale plan pricing increases to £600 per month for new customers, the Customer's Subscription Fee may be adjusted to £600 per month upon expiry of the Discount Period.

Following such adjustment, the CPI Rate cap in Clause 7.10 shall apply to subsequent increases from that adjusted rate.

Tiquo shall provide the Customer with at least thirty (30) days' prior written notice before any adjustment under this Clause 7.12 takes effect.

### **7.13 Card Processing Fee adjustment for unpaid Subscription Fees**

Where Subscription Fees remain unpaid when due, Tiquo may automatically adjust the Card Processing Fees applied to the Customer's transactions to recover the outstanding Subscription Fee amounts. Such adjustment shall take effect without prior notice and is in addition to Tiquo's rights under Clauses 7.5 and 7.6.

Upon payment in full of all outstanding Subscription Fees for the relevant period, Tiquo shall refund to the Customer the additional Card Processing Fees charged under this Clause 7.13 (being the amount by which the adjusted Card Processing Fees exceeded the Card Processing Fees that would otherwise have applied). Refunds shall be applied as a credit against future Card Processing Fees or paid directly to the Customer, at Tiquo's discretion, within fourteen (14) Business Days of receipt of the outstanding Subscription Fees.

The Customer acknowledges that this adjustment mechanism forms part of the commercial structure of the Services and expressly authorises Tiquo to adjust Card Processing Fees in accordance with this Clause 7.13.

## **8. SERVICE AVAILABILITY, SUSPENSION, AND CONTINUITY**

### **8.1 Service availability**

Tiquo shall use commercially reasonable efforts to make the Services available.

Availability commitments are governed exclusively by the Service Level Agreement.

### **8.2 Planned maintenance and changes**

Tiquo may perform planned or emergency maintenance which may affect availability.

### **8.3 Suspension for breach, non-payment, or risk**

Tiquo may suspend access for non-payment, breach, legal or regulatory risk, or to comply with law.

### **8.4 Effect of suspension**

Suspension does not relieve the Customer of payment obligations and does not constitute termination.

## **8.5 Restoration of access**

Restoration is at Tiquo's discretion following resolution of the underlying issue.

## **8.6 Customer support**

Customer support is available during the hours and through the channels specified in the Service Level Agreement. Tiquo shall use commercially reasonable efforts to respond to support requests in a timely manner, with response times dependent on the nature and severity of the issue.

# **9. TERM, CANCELLATION, AND TERMINATION**

## **9.1 Term**

This Agreement operates on a **monthly rolling basis** with no minimum term.

## **9.2 Customer cancellation**

The Customer may cancel at any time. Where Subscription Fees have been paid, access continues until the end of the paid billing period.

No refunds apply.

## **9.3 Termination by Tiquo**

Tiquo may terminate for material breach, persistent non-payment, insolvency, or unacceptable risk.

## **9.4 Accrued rights**

Termination is without prejudice to accrued rights or remedies.

## **9.5 Supplier notice period**

Where Tiquo elects to terminate or discontinue the Services for its own convenience, or as a result of a merger, acquisition, sale of assets, change of control, restructuring, strategic change, or discontinuation of the Services or the product line, Tiquo shall give the Customer no less than six (6) months' prior written notice.

## **9.6 Exceptions Clause**

9.5 does not apply to, and shall not delay, termination or suspension by Tiquo under Clause 9.3 (material breach, persistent non-payment, insolvency, or unacceptable risk), Clause 8.3 (suspension for breach, non-payment, legal or regulatory risk), or Clause 17.4

(Sanctions and export controls), each of which may take effect on the notice (if any) specified in those clauses.

## **9.7 Transition assistance**

During any notice period under Clause 9.5, Tiquo shall provide reasonable cooperation and support to facilitate an orderly transition of the Customer's data, integrations, and Services to an alternative provider, in accordance with the Data Processing Addendum. Fees remain payable in respect of the notice period.

# **10. EFFECTS OF TERMINATION AND SURVIVAL**

## **10.1 Cessation of access**

Upon termination, access to the Services shall cease immediately.

## **10.2 Outstanding Fees**

All accrued Fees remain payable upon termination.

## **10.3 Customer Data**

Customer Data shall be handled in accordance with the Data Processing Agreement.

## **10.4 No refunds**

No refunds are payable upon termination.

## **10.5 Survival**

Payment obligations, restrictions, confidentiality, indemnities, liability limits, and governing law survive termination.

# **11. CONFIDENTIALITY**

## **11.1 Confidential Information**

For the purposes of this Agreement, **Confidential Information** means all information disclosed by one party (the **Disclosing Party**) to the other party (the **Receiving Party**), whether before or after the effective date of this Agreement, in any form, which is confidential by nature or which ought reasonably to be regarded as confidential in the circumstances of disclosure.

Confidential Information includes, without limitation, information relating to a party's business operations, customers, pricing, financial information, technology, software, source code, trade secrets, product roadmaps, security measures, and commercial strategy.

## **11.2 Confidentiality obligations**

The Receiving Party shall:

- (a) keep the Confidential Information of the Disclosing Party strictly confidential;
- (b) use such Confidential Information solely for the purposes of performing or exercising its rights under this Agreement; and
- (c) not disclose such Confidential Information to any third party, except as expressly permitted under this Agreement.

The Receiving Party shall take at least the same degree of care to protect the Disclosing Party's Confidential Information as it takes to protect its own confidential information of a similar nature, and in any event no less than a reasonable standard of care.

## **11.3 Permitted disclosures**

The Receiving Party may disclose Confidential Information:

- (a) to its employees, officers, contractors, advisers, and Affiliates who have a need to know such information for the purposes of this Agreement, provided that such persons are bound by confidentiality obligations no less protective than those set out in this Agreement; or
- (b) to the extent required by Applicable Law, regulation, or order of a competent authority, provided that, where legally permitted, the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates with any reasonable efforts to limit the scope of disclosure.

## **11.4 Exclusions**

Confidential Information shall not include information which the Receiving Party can demonstrate:

- (a) is or becomes publicly available other than through a breach of this Agreement;
- (b) was lawfully in its possession prior to disclosure by the Disclosing Party;
- (c) is lawfully received from a third party without restriction on disclosure; or
- (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

## **11.5 Protection of Tiquo Confidential Information**

The Customer acknowledges that the Services, including their structure, design, workflows, data models, pricing, and functionality, constitute Confidential Information and trade secrets of Tiquo.

The Customer shall not use or disclose such Confidential Information except as strictly necessary to exercise its rights under this Agreement.

## **11.6 Survival**

The obligations set out in this Clause 11 shall survive termination or expiry of this Agreement **indefinitely**, except to the extent that the relevant Confidential Information lawfully enters the public domain other than through a breach of this Agreement.

# **12. DATA PROTECTION AND SECURITY**

## **12.1 Data protection framework**

Each party shall comply with all Applicable Law relating to the processing of personal data in connection with this Agreement.

To the extent that Tiquo processes personal data on behalf of the Customer in the course of providing the Services, such processing shall be governed exclusively by the Data Processing Agreement, which is incorporated into and forms part of this Agreement.

In the event of any conflict between this Agreement and the Data Processing Agreement in relation to the processing of personal data, the Data Processing Agreement shall prevail.

## **12.2 Roles of the parties**

The Customer acknowledges and agrees that, for the purposes of Applicable Law, it acts as the controller (or equivalent role) in respect of personal data processed through the Services, including personal data relating to its End-Users, and that Tiquo acts as a processor (or equivalent role), except where Tiquo acts as a controller in its own right as set out in the Privacy Policy.

The Customer shall be solely responsible for determining the purposes and means of processing personal data using the Services, including the lawful basis for processing End-User data and the provision of any notices required to End-Users.

## **12.3 Customer responsibilities**

The Customer represents and warrants that:

- (a) it has all necessary rights, consents, and lawful bases required to provide personal data to Tiquo for processing in connection with the Services;
- (b) its instructions to Tiquo in respect of personal data processing comply with Applicable Law; and
- (c) it shall not instruct Tiquo to process personal data in a manner that would cause Tiquo to breach Applicable Law.

The Customer shall indemnify Tiquo against all losses, liabilities, costs, and expenses arising from the Customer's failure to comply with this Clause 12.3.

## **12.4 Security measures**

Tiquo shall implement and maintain appropriate technical and organisational measures designed to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage, as further described in the Data Processing Agreement.

The Customer acknowledges that no system can be entirely secure and that Tiquo does not guarantee absolute security of personal data or systems.

## **12.5 International data transfers**

The Customer acknowledges that the provision of the Services may involve the international transfer of personal data, including through sub-processors located outside the United Kingdom, the European Economic Area, or Switzerland.

All such transfers shall be subject to appropriate safeguards as set out in the Data Processing Agreement and the Sub-processor Policy.

## **12.6 Data breaches**

Tiquo shall notify the Customer of a personal data breach affecting Customer Data in accordance with the Data Processing Agreement and Applicable Law.

The Customer shall be responsible for assessing whether any notification to data subjects or regulators is required and for making any such notifications, unless otherwise required by Applicable Law.

## **12.7 Audits and information rights**

Any audit, inspection, information, or compliance rights relating to the processing of personal data under this Agreement shall be governed **exclusively** by the Data Processing Agreement.

Except as expressly set out in the Data Processing Agreement, nothing in this Agreement shall be construed as granting the Customer any right to audit, inspect, or otherwise assess Tiquo's systems, facilities, or technical or organisational measures.

# **13. INTELLECTUAL PROPERTY RIGHTS**

## **13.1 Ownership of Tiquo Intellectual Property**

All Intellectual Property Rights in and to the Services, including the software, platform architecture, source code, object code, data models, workflows, user interfaces, designs,

documentation, and any improvements or derivatives thereof, are and shall remain the exclusive property of Tiquo or its licensors.

Nothing in this Agreement shall operate to transfer or assign any Intellectual Property Rights to the Customer, whether by implication, estoppel, or otherwise.

### **13.2 Customer Intellectual Property and Customer Data**

As between the parties, the Customer retains all Intellectual Property Rights in and to Customer Data and Customer Documents.

The Customer grants Tiquo a limited, non-exclusive, worldwide, royalty-free licence to host, process, transmit, and otherwise use Customer Data solely for the purposes of providing, maintaining, securing, and improving the Services, in accordance with this Agreement and the Data Processing Agreement.

### **13.3 No rights beyond licence**

Except for the limited licences expressly granted under this Agreement, the Customer shall have no rights in or to the Services or any part thereof.

The Customer shall not acquire any rights in any enhancements, modifications, or derivative works of the Services, whether developed by Tiquo alone or jointly with any third party.

### **13.4 Feedback and suggestions**

Any feedback, suggestions, ideas, or recommendations provided by the Customer or its Authorised Users may be used, incorporated, and exploited by Tiquo without restriction or obligation, and without payment or attribution.

Such feedback shall not be considered Confidential Information of the Customer.

### **13.5 Reservation of rights**

All rights not expressly granted under this Agreement are reserved by Tiquo.

The Services are licensed, not sold.

### **13.6 Aggregated, anonymised, and derived data**

Tiquo shall own all Intellectual Property Rights in and to any aggregated, anonymised, or derived data, analytics, metrics, insights, models, or outputs generated from the operation of the Services, provided that such data does not identify the Customer or any individual and does not constitute Customer Data.

Nothing in this Clause grants Tiquo ownership of Customer Data or permits use of Customer Data beyond what is expressly permitted under this Agreement and the Data Processing Agreement.

## **14. INDEMNITIES**

### **14.1 Customer indemnity**

The Customer shall indemnify, defend, and hold harmless Tiquo, its Affiliates, and their respective directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) the Customer's or any Authorised User's use of the Services in breach of this Agreement or the Acceptable Use Policy;
- (b) any Customer Data, including any allegation that Customer Data infringes the rights of a third party;
- (c) the Customer's failure to comply with Applicable Law;
- (d) any transaction, activity, or decision carried out using the Services; or
- (e) any Customer Document created, sent, or signed using the Services, including any claim by a third party relating to its content, enforceability, or effect.

The Customer's indemnity obligations under this Clause 14 shall not apply to the extent that any claim arises directly from Tiquo's negligence, wilful misconduct, or breach of this Agreement.

### **14.2 Indemnification procedure**

Tiquo shall notify the Customer of any claim subject to indemnification and provide reasonable cooperation at the Customer's expense.

The Customer shall have sole control of the defence and settlement of such claim, provided that no settlement imposes any obligation or liability on Tiquo without its prior written consent.

### **14.3 Exclusions**

The Customer shall have no indemnity obligation to the extent a claim arises solely from Tiquo's gross negligence or wilful misconduct.

## **15. WARRANTIES AND DISCLAIMERS**

### **15.1 Mutual authority warranties**

Each party warrants that it has full authority to enter into and perform this Agreement.

## **15.2 Customer warranties**

The Customer warrants that its use of the Services will comply with this Agreement, Applicable Law, and third-party rights.

## **15.3 No reliance or outcome warranty**

The Customer acknowledges that the Services are provided as a configurable platform and that Tiquo does not warrant any specific business outcome.

## **15.4 “As is” provision**

Except as expressly stated, the Services are provided “as is” and “as available”.

All implied warranties are excluded to the maximum extent permitted by law.

## **15.5 Document and form tools**

Nothing in the Services, including any templates, sample text, or default content provided within the document or form creation tools, constitutes legal, financial, or professional advice or a recommendation.

The availability of such features does not imply that any Customer Document is legally compliant, enforceable, or fit for purpose. No advisory, fiduciary, or professional relationship is created between Tiquo and the Customer, or between Tiquo and any third party, by reason of the Customer's use of the document or form tools.

Tiquo makes no representation or warranty regarding the legal validity, enforceability, or admissibility of any electronic signature captured using the Services.

## **15.6 AI Features**

AI Features are provided on an “as is” basis. Tiquo does not warrant that AI-generated outputs are accurate, reliable, complete, free from bias, or suitable for any specific purpose.

The Customer is solely responsible for reviewing, validating, and determining the suitability of any AI-generated output before use.

## **15.7 Fiscal, tax, and transaction reporting functionality**

The Services are not designed or warranted to provide comprehensive fiscal, tax, or transaction reporting compliance in any jurisdiction. Any fiscal, tax, or transaction reporting functionality made available through the Services, whether provided directly by Tiquo or via a third-party integration partner, is provided on an “as is” and “as available” basis, subject to Clause 6.10.

Tiquo makes no representation or warranty that the Services or any integrated third-party fiscal or tax tool will satisfy the Customer's obligations under any fiscal, tax, invoicing,

cash register, or transaction reporting regime, including real-time reporting systems, e-invoicing mandates, country-specific fiscalisation requirements, or sales, use, or value-added tax computation.

The Customer remains solely responsible for determining whether the Services, with or without any integrated third-party tool, are sufficient to meet its fiscal and tax compliance obligations, and for obtaining independent professional advice where appropriate.

## **16. LIMITATION OF LIABILITY**

### **16.1 Non-excludable liability**

Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

### **16.2 Excluded losses**

Tiquo shall not be liable for indirect or consequential loss, loss of profits, revenue, data, goodwill, or business interruption.

### **16.3 Liability cap**

Tiquo's total aggregate liability shall not exceed the Fees paid in the twelve (12) months preceding the event giving rise to the claim.

Where the aggregate Fees paid in the preceding twelve (12) months are less than £10,000, the liability cap shall be £10,000.

### **16.4 Application of cap**

The liability cap applies to all claims under or in connection with this Agreement.

### **16.5 Indemnities**

The liability cap does **not** apply to the Customer's indemnification obligations under Clause 14.

### **16.6 No double recovery**

The Customer shall not recover more than once for the same loss.

## **17. COMPLIANCE AND SANCTIONS**

## **17.1 General compliance**

Each party shall comply with all Applicable Law in connection with its performance of this Agreement, including laws relating to anti-bribery, anti-corruption, anti-money laundering, modern slavery, and export controls and sanctions.

## **17.2 Sanctions warranty**

The Customer warrants that it, its Affiliates, and its Authorised Users are not, and will not become, subject to any economic or trade sanctions administered by the United Nations, the United Kingdom, the European Union, the United States, or any other relevant authority (“Sanctions”).

The Customer shall not use the Services in or for the benefit of any country, person, or entity subject to Sanctions.

## **17.3 Export controls**

The Customer shall not export, re-export, or transfer the Services or any Customer Data in violation of any export control laws applicable to it.

## **17.4 Right to suspend**

Tiquo may suspend or terminate the Services with immediate effect where Tiquo reasonably believes that continued provision would breach any Applicable Law relating to Sanctions or export controls.

# **18. THIRD-PARTY SERVICES**

Tiquo is not responsible for third-party services or integrations.

# **18. THIRD-PARTY SERVICES AND INTEGRATIONS**

The Services may integrate with, rely upon, or link to third-party products, services, or content (including payment processors, accounting platforms, and communication tools).

Tiquo is not responsible for the availability, performance, accuracy, security, or content of any third-party service, and the Customer’s use of any such third-party service is subject to that third party’s own terms and privacy notices.

Tiquo shall not be liable for any loss or damage arising from the Customer’s use of, reliance on, or interaction with any third-party service.

# **19. MONITORING AND ABUSE PREVENTION**

Tiquo may monitor use of the Services to prevent abuse, detect security incidents, and ensure compliance with this Agreement, the Acceptable Use Policy, and Applicable Law.

Tiquo has no obligation to monitor or review Customer Documents. Tiquo may, however, remove or restrict access to Customer Documents or Customer Data that Tiquo reasonably believes violate this Agreement, the Acceptable Use Policy, or Applicable Law.

## **20. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement to the extent caused by a Force Majeure Event.

The party affected by a Force Majeure Event shall use reasonable efforts to mitigate its impact and resume performance as soon as reasonably practicable.

## **21. ASSIGNMENT**

The Customer may not assign, transfer, or sub-contract any of its rights or obligations under this Agreement without Tiquo's prior written consent.

Tiquo may assign or transfer this Agreement, in whole or in part, in connection with any corporate reorganisation, merger, acquisition, or sale of all or substantially all of its business or assets.

## **22. PUBLICITY**

The Customer agrees that Tiquo may reference the Customer's name, logo, and general description of its use of the Services in marketing materials, case studies, website content, and presentations. This right does not extend to the disclosure of any Confidential Information. Tiquo will provide the Customer with a reasonable opportunity to review any case study prior to publication. The Customer may withdraw this consent by written notice to [legal@tiquo.co](mailto:legal@tiquo.co).

## **23. NOTICES**

Any notice to be given under this Agreement shall be in writing and shall be delivered by email to the email address notified by the relevant party for such purpose (including the email address associated with the Customer's account).

Notices to Tiquo shall be sent to [legal@tiquo.co](mailto:legal@tiquo.co). Notices shall be deemed received on the date of transmission, provided no delivery failure notification is received.

## **24. WAIVER AND SEVERANCE**

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.

## **25. GOVERNING LAW AND JURISDICTION**

This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## **26. COUNTERPARTS AND ELECTRONIC EXECUTION**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Agreement by email (including PDF or electronic signature) shall be sufficient evidence of the execution of this Agreement.

***For questions about these Platform Terms, please contact [legal@tiquo.co](mailto:legal@tiquo.co).***