

1. INTRODUCTION:

1.1 These Terms and Conditions (the "Terms") govern your use of the website at www.pinage.co.uk (the "Website"), the Pinage Service Delivery Platform (the "PSDP"), and any associated services, features and content.

1.2 The Website and the PSDP are operated by Pinage Holdings Ltd, a company registered in England and Wales under company number 16534416, whose registered office is at Kinetic Centre, Theobald Street, Borehamwood, Hertfordshire, WD6 4PJ ("we", "us", "our", "PHL").

1.3 By accessing or using the Website or the PSDP you agree to be bound by these Terms. If you do not agree to them, please do not use the Website or the PSDP.

1.4 Relationship with the Master Services Agreement. Where you have entered into a Master Services Agreement with us (including its Schedules) for the provision of the PSDP and related Services, that Agreement governs your use of the Services and prevails over these Terms to the extent of any conflict. These Terms otherwise govern your use of the Website, and apply to your use of the PSDP to the extent not addressed by your Master Services Agreement.

2. DEFINITIONS:

Client — the business on whose behalf the Website or the Services are accessed.

Content — any text, images, video, audio, data or other material displayed via the PSDP.

Equipment — the Raspberry Pi units and associated hardware provided by PHL.

Master Services Agreement — the Master Services Agreement (including its Schedules) entered into between PHL and a Client for the provision of the PSDP and related Services, as amended, restated or superseded from time to time.

PSDP — the Pinage Service Delivery Platform.

Services — the digital signage software, platform access, support and related services provided by PHL.

you — the Client, together with each individual accessing the Website or the Services on the Client's behalf. An individual accessing the Website or the

Services on behalf of a Client does so as agent of that Client and not in a personal capacity.

Website — our website and any associated subdomains, portals and online services.

3. ACCEPTANCE AND ELIGIBILITY:

3.1 Agreement to these Terms

By using the Website or the Services you confirm that you have read and understood these Terms, that you agree to be bound by them, and that you have authority to bind the Client on whose behalf you are acting.

3.2 Business use only

The Services are provided for business and commercial use only. We do not offer the Services to consumers for personal, household or domestic purposes. You confirm that you are acting in the course of a business and not as a consumer.

3.3 Age

You must be at least 18 years old to use the Services.

3.4 Records of acceptance

We record the version of these Terms accepted at the point of account creation, and will provide a copy of that version on request.

4. USE OF THE WEBSITE:

4.1 Permitted use

You may use the Website to learn about our services, to contact us, to access your PSDP account, and to view support documentation and resources.

4.2 Prohibited use

Your use of the Website is subject to the Acceptable Use Policy in Section 20, which applies to the Website and the Services alike.

4.3 Our intellectual property

All content on the Website, including text, images, logos, design and code, is owned by or licensed to PHL. You may not copy, reproduce, distribute, modify or create derivative works from it, or use our trade marks or branding, without our written permission.

5. THE PSDP:

5.1 Availability

We aim to keep the Services available so far as reasonably possible but do not guarantee uninterrupted access. The Services may be unavailable during scheduled maintenance, because of technical issues, or because of circumstances beyond our control. Where you have a Master Services Agreement, any specific availability commitments are set out in the Service Levels schedule to that Agreement, which governs instead of this Section 5.1.

5.2 Account registration

To use the PSDP you must provide accurate and complete registration information, maintain the security of your account credentials, notify us promptly of any unauthorised access, and accept responsibility for activity carried out under your account.

5.3 Account security

5.3.1 You are responsible for choosing a strong password, keeping your credentials confidential, not sharing your account, and for all actions taken using

your account. Where multi-factor authentication is available, you must enrol in and use it, and we may require enrolment as a condition of accessing the PSDP.

5.3.2 We are not liable for loss or damage arising from a failure to maintain account security, except to the extent caused by a failure of our own security measures or by our breach or negligence.

6. CONTENT:

6.1 Your Content

You are solely responsible for all Content you display via the PSDP. You warrant that your Content complies with all applicable laws, does not infringe any third-party rights, does not contain defamatory, obscene or offensive material, does not contain malware or harmful code, and does not promote unlawful activity.

6.2 Our rights

6.2.1 We may remove or disable access to Content which breaches these Terms, suspend or terminate accounts displaying such Content, and report unlawful Content to the relevant authorities.

6.2.2 We do not routinely monitor Content. We may access it when providing content management services, when providing technical support at your request, when investigating a suspected breach of these Terms, or where required by law.

6.3 Reporting objectionable Content

If you believe that Content displayed via the PSDP is unlawful or breaches these Terms, please contact us at support@pinage.co.uk with details of the Content and the reason for your concern. We will acknowledge your report within 5 working days and will investigate it proportionately.

6.4 Prohibited Content

The categories of prohibited Content are set out in the Acceptable Use Policy in Section 20.

7. PAYMENT:

Fees, payment methods, invoicing, late payment interest and charges, and refunds are governed by your Master Services Agreement, which prevails over

these Terms in relation to payment. Please refer to that Agreement for the full position.

8. EQUIPMENT:

Equipment provided to you as part of the Services — including its ownership, your obligations for its use and care, risk and insurance, liability for loss or damage, and its return on termination — is governed by your Master Services Agreement, which prevails over these Terms in relation to Equipment.

9. INTELLECTUAL PROPERTY:

9.1 Our rights

We own all intellectual property rights in the PSDP software and platform, Equipment firmware and software, Website content and design, and the Pinage trade marks and branding.

9.2 Licence to you

9.2.1 We grant you a limited, non-exclusive, non-transferable licence to use the PSDP for the duration of your subscription and to access the Website for legitimate purposes.

9.2.2 This licence does not permit you to reverse-engineer or decompile our software (except to the extent that restriction is prohibited by law), to remove or alter any proprietary notices, or to use the Services to develop a competing product.

9.3 Your rights

9.3.1 You retain all intellectual property rights in your Content.

9.3.2 You grant us a non-exclusive, royalty-free licence to host, store, transmit, back up, reproduce and display your Content, and to sub-licence those rights to our hosting providers and sub-contractors, in each case solely to the extent necessary to provide the Services.

9.3.3 Where you use the PSDP under a Master Services Agreement, this licence runs for the term of that Agreement, save that Content held in routine backups is deleted in accordance with our ordinary backup cycle.

10. PRIVACY AND DATA PROTECTION:

10.1 Privacy Policy

Our Privacy Policy, published at www.pinage.co.uk/privacypolicy, explains how we collect, use and protect personal data where we act as a data controller — including business contact details, account credentials, technical and usage data, and billing information.

10.2 Your responsibilities

If your Content contains personal data, you are responsible for complying with the UK GDPR and the Data Protection Act 2018, for having a lawful basis for processing, for providing appropriate privacy notices, and for responding to requests from individuals exercising their rights.

10.3 Cookies

We use cookies and similar technologies on the Website. Full details, including how to accept or reject non-essential cookies, are set out in our Cookie Policy at www.pinage.co.uk/cookiepolicy.

10.4 Clients with a Master Services Agreement

Where PHL processes personal data as data processor on your behalf in connection with the Services, that processing is governed by Schedule 5 (Data Processing Addendum) to your Master Services Agreement, which prevails over this Section 10 to the extent of any conflict.

10.5 Complaints about personal data

If you have a concern about how we handle personal data you may complain to us directly at dpo@pinage.co.uk. We will acknowledge your complaint within 30 days and investigate it proportionately. You also have the right to complain to the Information Commissioner's Office at ico.org.uk.

11. LIMITATION OF LIABILITY:

This Section 11 applies to your use of the Website and to any use of the Services not covered by a Master Services Agreement. Where you have a Master Services Agreement, the limitation of liability provisions in that Agreement govern your use of the Services and prevail over this Section 11.

11.1 Liability which is not excluded

Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited.

11.2 Excluded loss

Subject to Section 11.1, we are not liable for loss of profits, revenue, business, opportunity or goodwill, or for any indirect or consequential loss.

11.3 Cap on liability

Subject to Section 11.1, our total liability for all claims arising from your use of the Website or of any Services not covered by a Master Services Agreement shall not exceed £10,000 in aggregate.

11.4 Your responsibilities

We are not liable for Content you choose to display, for your failure to maintain account security (subject to Section 5.3.2), for issues arising from your internet connection or network, or for third-party services or products.

12. INDEMNITY:

12.1 The Client shall indemnify us against all claims, liabilities, damages, losses and reasonable costs and expenses (including reasonable legal fees) arising from the Client's use of the Services, the Client's Content, the Client's breach of these Terms, or the Client's breach of law or infringement of third-party rights.

12.2 We hold the benefit of this indemnity on trust for our directors, officers, employees and agents, and may enforce it on their behalf.

12.3 Where you use the PSDP on behalf of a Client under a Master Services Agreement, this indemnity applies in addition to, and does not replace, the Client's indemnity obligations under that Agreement.

12.4 This indemnity is given by the Client and not by any individual personally.

13. SUSPENSION AND TERMINATION:

13.1 By us

13.1.1 Where you do not have a Master Services Agreement, we may suspend or terminate your access to the Services immediately if you breach these Terms, if you fail to pay fees when due, if we are required to do so by law, or if we cease providing the Services.

13.1.2 Where you have a Master Services Agreement, termination of the Services for breach or non-payment is governed by that Agreement, which includes cure periods and notice requirements. We may still act under Section 13.1.1 to suspend or restrict access to the Website itself for a breach relating only to your use of the Website.

13.2 By you

You may terminate your subscription in accordance with your Master Services Agreement.

13.3 Effect of termination

On termination your access to the PSDP will be disabled, subject to any content export period provided for in your Master Services Agreement; you must return all Equipment within 30 days to the address specified in that Agreement; you

remain liable for all outstanding fees and other sums due; and any provisions of these Terms which by their nature survive termination continue to apply.

14. THIRD-PARTY SERVICES AND LINKS:

14.1 The Website may contain links to third-party websites or services. We are not responsible for their content or practices, or for any loss arising from your use of them.

14.2 Some features may rely on third-party services. We are not liable for third-party service failures, without prejudice to any pass-through or notice provisions in your Master Services Agreement.

15. DISCLAIMERS:

This Section 15 applies to your use of the Website. Where you have a Master Services Agreement, the warranties given in that Agreement apply to the Services and this Section does not limit or override them.

15.1 Website provided as is

The Website is provided on an "as is" and "as available" basis. Except as expressly set out in these Terms, all conditions, warranties and terms implied by statute, common law or otherwise, including those implied by the Supply of Goods and Services Act 1982, are excluded to the fullest extent permitted by law.

15.2 No guarantee

We do not guarantee that the Website will meet your requirements, that it will be uninterrupted, secure or error-free, that defects will be corrected, or that content displayed on it will be accurate or reliable.

16. FORCE MAJEURE:

16.1 We are not liable for any failure or delay in performing our obligations caused by circumstances beyond our reasonable control, including acts of God and natural disasters; war, terrorism and civil unrest; epidemic or pandemic; governmental restrictions; strikes or industrial action; and failure of telecommunications, internet, power or third-party services.

16.2 Where you have a Master Services Agreement, the force majeure provisions of that Agreement, including any right to terminate following a prolonged event, govern in relation to the Services.

17. CHANGES TO THESE TERMS:

17.1 We may update these Terms from time to time. Where a change is material, it takes effect 30 days after we notify you by email or through the platform. Any other change takes effect when it is posted on the Website. Each updated version is identified by a new version number and "Last Updated" date shown on the document.

17.2 Your continued use of the Website or the Services after a change takes effect constitutes acceptance of it, except that a change which materially reduces your rights requires your express written acceptance before it applies to you.

17.3 If you do not agree to a change, you may terminate your subscription in accordance with your Master Services Agreement.

17.4 We retain, and will provide on request, a copy of the version of these Terms in force at any given date.

18. GENERAL:

18.1 Entire agreement

These Terms, together with our Privacy Policy, our Cookie Policy and, where applicable, your Master Services Agreement (including its Schedules), constitute the entire agreement between you and PHL regarding your use of the Website and the Services. Where you have a Master Services Agreement, that Agreement prevails over these Terms to the extent of any conflict relating to the Services.

18.2 Severance

If any provision of these Terms is found to be invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable or, if that is not possible, deleted. The remaining provisions continue in full force and effect.

18.3 Waiver

Our failure to enforce any right or provision of these Terms does not constitute a waiver of it.

18.4 Assignment

You may not assign or transfer your rights under these Terms without our prior written consent. We may assign or transfer our rights to any member of our group or to a purchaser of the whole or substantially the whole of our business. Where you have a Master Services Agreement, the assignment provisions of that Agreement govern in relation to the Services.

18.5 No partnership or agency

Nothing in these Terms creates a partnership, joint venture, agency or employment relationship.

18.6 Third-party rights

Except as provided in Section 12.2, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.

18.7 Notices

Notices under these Terms should be sent to support@pinage.co.uk, or by post to Pinage Holdings Ltd, Kinetic Centre, Theobald Street, Borehamwood, Hertfordshire, WD6 4PJ.

19. GOVERNING LAW AND DISPUTES:

19.1 These Terms, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), are governed by and construed in accordance with the law of England and Wales.

19.2 The courts of England and Wales have exclusive jurisdiction.

19.3 Before commencing proceedings, the parties shall attempt in good faith to resolve the dispute, and shall meet (in person or remotely) within 14 days of a written request by either party. This Section does not prevent either party from seeking injunctive relief at any time.

20. ACCEPTABLE USE POLICY:

20.1 This Acceptable Use Policy applies to your use of the Website, the PSDP, the Services and the Equipment, and replaces any separate list of prohibited activities.

20.2 You must not:

- engage in any unlawful activity, or use the Services to facilitate one;
- display, transmit or store material which is defamatory, obscene, indecent, threatening, discriminatory, or which promotes terrorism, hatred or violence;
- display, transmit or store pornography, child sexual abuse material, or depictions of extreme violence;
- display misleading or fraudulent advertising;
- infringe the intellectual property, privacy or other rights of any person;
- process personal data in breach of data protection law;
- transmit spam, chain messages or unsolicited communications;

- distribute viruses, malware or other harmful code;
- attempt to gain unauthorised access to, or disrupt, our systems, networks or those of any third party;
- use automated systems such as bots or scrapers without our written permission;
- collect or harvest information about other users;
- impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- harass, abuse or harm any person; or
- resell, sub-licence or otherwise make the Services available to any third party except as expressly permitted.

20.3 Enforcement. Where we reasonably believe this Policy has been breached we may suspend your account, remove or disable access to the offending Content, terminate your access in accordance with Section 13, report the matter to the relevant authorities, and recover from you any losses and costs we incur.

20.4 Where the breach is capable of remedy and does not present an immediate risk, we will give you a reasonable opportunity to remedy it before suspending your access.

21. COMPLAINTS AND FEEDBACK:

21.1 Complaints

If you have a complaint about the Services, please contact us at support@pinage.co.uk or by post at the address in Section 18.7. We will acknowledge your complaint within 5 working days and provide a substantive response within 20 working days. Complaints about the handling of personal data are dealt with under Section 10.5.

21.2 Feedback

We welcome feedback and suggestions. You assign to us all intellectual property rights in any feedback, suggestions or ideas you provide, and waive any moral rights in them. We may use feedback without obligation or payment to you.

22. COMPANY INFORMATION:

Pinage Holdings Ltd

Registered in England and Wales, company number 16534416

Registered office: Kinetic Centre, Theobald Street, Borehamwood, Hertfordshire, WD6 4PJ

VAT registration number: 513807013

Email: support@pinage.co.uk

Website: www.pinage.co.uk

By using the Website or the Services you acknowledge that you have read and understood these Terms and Conditions.