

## General Conditions of Use

Provisions applicable from the 1<sup>st</sup> of March 2023

### Preamble

The site [www.thecircle.com](http://www.thecircle.com) (hereinafter “the platform” or “the site”) is owned by adviqo UK Limited, a company registered in England and Wales with company number 03487227 whose registered office is at Anglia House, 6 Central Avenue, St Andrews Business Park, Thorpe St Andrew, Norwich, Norfolk. NR7 0HR (referred to herein as "We", "Us" or "Ours") and whose VAT registration number is GB 896109096

Publication Director: Mr Nicolas Grumbach

These General Conditions of Use are applicable to every use of the platform and to all orders for services placed by the User of the platform

### 1. Definitions

- **Advisor account:** account created through registration by an Advisor and whose profile has been integrated on the TheCircle platform following registration.
- **Internet user account:** account created through registration by an online user and whose profile has been integrated on the TheCircle platform following registration.
- **Terms of Service, Terms and Conditions, General Terms and Conditions, or T&C:** these contractual conditions made available on the Homepage of the platform for any Internet user in order to allow them to understand their use.
- **Login or Credentials:** the email address and password chosen by the Internet user or the Advisor.
- **Advisor, Supplier, Reader, Provider:** any natural or legal person who, on a non-professional or professional basis, offers, according to the conditions defined by them, their service through the TheCircle platform and has accepted the general and special conditions applicable to the Advisor.
- **Parties:** the interested parties, i.e. the adviqo UK limited and the User.
- **TheCircle platform:** technical platform that connects Users and Advisors, administered by the adviqo UK limited.
- **TheCircle top-ups:** purchased on the site in denominations of £10, £20, £25, £30, £35, £50, £75, £100, they can be used by the Internet user to pay for a telephone and chat consultation with a charge per minute based on the Advisor’s tariff.
- **Service:** purchase by the User of services offered by TheCircle's Advisors, telephone consultations and chats between the user and the Advisor.
- **Clients service:** support service dedicated to users and Advisors, available via email [contact@thecircle.com](mailto:contact@thecircle.com) or by post at the address: adviqo UK Limited, TheCircle, 117 Waterhouse Business Park, Chelmsford, CM1 2QE, United Kingdom.
- **Internet user:** anyone who accesses or browses the platform, whether it's an Advisor or a simple Internet user (passive presence).
- **User:** any natural or legal person who benefits from the services provided by the platform and who has accepted the general conditions and the special conditions applicable to the User (active presence).
- **Territory:** The United Kingdom of Great Britain and Northern Ireland

## **1. Acceptance of the General Conditions**

These Terms of Service define the general framework applicable to Internet users and Advisors, subject to the special conditions applicable to the Advisor and Internet user

The use of the sites [www.thecircle.com](http://www.thecircle.com) and [advisors.thecircle.com](http://advisors.thecircle.com) is subject to Terms of Service.

By signing the offer presented on the website [www.thecircle.com](http://www.thecircle.com), the Internet user and the Advisor declare that they accept all the Terms of Service, without any reservations.

Consequently, the signing and/or validation of the online registration screens implies acceptance by the user and the Advisor of these general and special conditions.

Each connection to the service is subject to compliance with these general and special conditions, both of which can be downloaded by the Internet user and the Advisor from the site [www.thecircle.com](http://www.thecircle.com)

TheCircle reserves the right to assign and/or transfer to a company of its choice all or part of the rights and obligations arising from this relationship between Advisors/Internet users and TheCircle.

## **2. Description of the service**

TheCircle consists of a portal that offers Internet users and Advisors the right to use the Platform in order to carry out the exchange of services between the Internet user and the Advisor.

Services are made available by the Advisors through TheCircle platform: telephone consultations and chats with a per-minute tariff.

There is a £1.75 service fee per phone or chat consultation, and an additional £0.30 per minute charge for calls made on a mobile phone.

The User can contact the Advisors who carry out the services they choose on the site.

The User hereby agrees to perform the entire service through the TheCircle platform which purchases the aforementioned service from the Advisor and resells it to the User.

The “B2C” Terms of Service, which govern the purchase of a service by a Consumer User, can be accessed by clicking on the following link: <https://thecircle.com/terms-of-service.html>

The “B2B” Advisor Terms of Service, which govern the purchase of a service by a Provider User, can be accessed by clicking on the following link: <https://advisors.thecircle.com/advisors-terms-of-service>

### **3. Access to the Service**

The Internet user must log in to the site via the link [www.thecircle.com](http://www.thecircle.com) and the Master via the link [advisors.thecircle.com](https://advisors.thecircle.com) through their telecommunications tools and terminals, such as (by way of example but not limited to): computers, smartphones, iPads, etc.

Each User can only have one TheCircle account, regardless of the telephone number and/or email address used, unless waived by TheCircle.

The Internet user and the Provider must have internet access and a set of instruments and software necessary for internet browsing.

The User and the Provider acknowledge that they have the power, authority and ability necessary to perform and withdraw from the obligations set out in these Conditions of Use.

### **4. Registration**

The use of THECIRCLE's services implies prior regular registration on the platform, which is mandatory for each User.

Every natural person, whether a Consumer or a Master, in order to be able to register as a User, must be aged over 18 and have the full capacity to act, in compliance with the provisions established by law.

The Internet user is required to create their own personal account using the registration form available on the website [www.TheCircle.it](http://www.TheCircle.it).

The Internet user undertakes to provide the adviqo UK Limited with the requested data and to communicate exact, complete and updated information, to allow the adviqo UK Limited to validate the creation of the personal account and to communicate the account's identification codes and password.

All the information that allows the Internet user and the Provider to access the Service and their TheCircle account is personal and confidential. The Internet user and the Provider undertake to keep their access data secret and not divulge them. In the event of loss or fraud relating to such data, the client service of the adviqo UK Limited must be informed as soon as possible by email at the following address: [contact@thecircle.com](mailto:contact@thecircle.com)

Each Internet user can only have one TheCircle account, regardless of the telephone number and/or email address used, unless waived by TheCircle.

Email address, telephone number and date of birth must be correct and truthful, on pain of exclusion from the site.

The Internet user acknowledges their responsibility towards the adviqo UK Limited and towards the other Users and providers in the event of incorrect, incomplete, untruthful or outdated information.

The Internet user acknowledges their responsibility for updating the information provided and is required, if necessary, to edit the information in their personal account. The Internet user assumes total responsibility towards other Users and Providers and towards the adviqo UK Limited for the consequences resulting from such omission or negligence.

In the presence of incorrect, incomplete, untruthful or outdated information, the adviqo UK Limited reserves the right to suspend or close the Internet user's personal account with immediate effect and without notice, with the right to reimburse the credit purchased and not used by bank transfer within 30 days of notification of suspension/closure sent by TheCircle to the email address indicated by the Internet user at the time of registration, without prejudice to THECIRCLE's right in the most serious cases to proceed with the termination of the contract and without prejudice to any case the right to compensation for damages.

As part of its intermediary activity, the adviqo UK Limited operates as an electronic telecommunications operator by offering the User and the Provider software access to the THECIRCLE platform which interacts with telecommunications tools integrating internet communication.

The adviqo UK Limited waives all liability for problems due to the quality of the User's telephone line, guaranteed by the telephone operator with which the same has signed the supply contract. The adviqo UK Limited's software is provided on the basis of the public Internet network and according to the IP protocol, it being understood that the adviqo UK Limited grants the User and the Provider the right to use the software made available on an individual, exclusive and non-transferable basis.

The User may, at any time, close their account by sending an email to the following address:  
[contact@thecircle.com](mailto:contact@thecircle.com)

The adviqo UK Limited will proceed with deactivating it as soon as possible and will send the User an email confirming the closure of the account and the final erasure of all their information from the platform.

## **5. Business Benefits offered with the Prime subscription**

The user may sign up for a subscription to the TheCircle Prime programme on the website at [thecircle.com/thecircleprime](https://thecircle.com/thecircleprime)

On the last day of each month, the subscription renews automatically for the following month.

The programme includes the following monthly benefits for the duration of your subscription.

- Highlighted reviews that give greater visibility to your comments on the Advisor pages
- 2 Fast Passes, for queueing your next call if the Advisor is on another call
- 1 free phone consultation, giving you 10 minutes with a selection of new Advisors
- 1 free phone consultation, giving you 10 minutes with any Advisor you have never consulted before
- 1 free chat consultation, giving you 10 minutes with any Advisor you have never consulted before

The benefits can be accessed from the date of purchase and up to 301 days from purchase:

Each TheCircle Prime subscription includes two initial Fast Passes.

Prime users may purchase up to 10 additional Fast Passes per calendar month for £5.99 each with a credit card, prepaid card or TheCircle credit.

Fast Passes cannot be used if another user is already in the queue for a consultation, or if the Advisor is offline.

Users may check the status of their benefits (available, use, in progress) on the /thecircleprime website.

Benefits not used during a subscription month cannot be carried over to the following month, except in the case of any additional Fast Passes purchased.

Users can cancel at any time during the month, with no notice period.

Users must still pay for the month in which they cancel, whether or not they have used any TheCircle Prime benefits.

Users can still use their benefits in the month of cancellation until the end of their subscription month.

Users can only have one TheCircle Prime subscription on one TheCircle account.

On the last day of your monthly subscription, Prime subscribers will be charged £14.99 for the renewal of their Prime benefits for the following month.

The next payment date can be viewed at any time on the website at [thecircle.com/thecircleprime](https://thecircle.com/thecircleprime)

The payment will be debited automatically, and users can cancel their Prime subscription any time on the website at [thecircle.com/thecircleprime](https://thecircle.com/thecircleprime) or by emailing Client Services at [contact@thecircle.com](mailto:contact@thecircle.com) or by telephone call to 0808 168 6337.

Cancellation requests can only be handled by Client Services at the following times: Monday to Friday, between 10am-12pm or 2pm-4pm.

Payments will be charged to the last credit/prepaid card used by the user.

If the payment cannot be processed, the subscription and related benefits will be suspended.

## **Role of the adviqo UK Limited**

### **6.1. Purchase - Sale of services**

Through the platform, TheCircle offers Internet users the services offered by Providers.

In accordance with the General Conditions of Use, the User is informed that the contract has been concluded with TheCircle which is responsible for the performance of the service to the Provider chosen by the User.

TheCircle will then purchase any service requested from the Provider via the platform and resell it to the User.

For each service performed, TheCircle will receive the expected commission as agreed in advance with the Providers present on the platform.

## **6.2. Correctness, clarity, transparency**

### **6.2.1. General provisions**

As an online platform, TheCircle operates neutrally, clearly and transparently.

There is no dependency or subordination relationship between the adviqo UK Limited and the Providers which could influence the classification or visibility on the site of the individual services.

If the number of unique visitors exceeds five million per month, the adviqo UK Limited will adopt the system of best practice.

### **6.2.2. Online reviews**

The User can leave a review on the service performed on the platform.

TheCircle hereby undertakes to provide fair, clear and transparent information on how reviews are posted and processed online.

TheCircle undertakes in particular to publish the date and any changes to the review.

In this regard, it should be noted that TheCircle has no control over the reviews.

In the event that TheCircle exercises control over the reviews, the company undertakes to ensure that the processing of personal data in this context complies with the EU Data Protection Regulation (EU GDPR) and the UK Data Protection Regulation (UK GDPR).

It is possible to publish a review within a maximum of 30 days from the date of the service.

TheCircle offers all Providers/Masters a free service that allows them to report any doubts about the authenticity of a review, provided that the report is justified.

Only a User who has actually placed an order or used a service will be able to publish a review on the service provided.

A User who wishes to contact TheCircle regarding a review can write to the following email address: [contact@thecircle.com](mailto:contact@thecircle.com)

In the event of a relevant report, TheCircle undertakes to delete a review in the event that:

- It does not comply with these General Conditions of Use.
- It contains abusive, defamatory, racist or illegal elements.

## 0. Obligations of the parties

### 7.1. User obligations

The use of the THECIRCLE platform implies compliance by the User and the Provider with rules of conduct based on compliance with laws and regulations, ethical and moral values, such as mutual respect, courtesy, good faith and loyalty.

The use of the THECIRCLE platform also implies the observance of the principles established for this purpose by THECIRCLE regarding User moderation. In particular, all reviews which do not give an opinion on the consultation, but which contain direct questions or private contacts or references to identifiable third parties, are removed from the site. The review must exclusively concern the quality of the consultation in order to help other Users of the platform to choose their master.

A user, who has been reported on several occasions, may have their TheCircle account closed for inappropriate reviews.

The User and the Provider also undertake not to exchange personal contacts while providing the service or subsequently via review and/or email.

For this reason, the adviqa UK Limited recommends the User uses the services sensibly, namely:

- Set a daily or monthly spending cap
- Regularly monitor consumption on your personal account
- Avoid using the site in a confused state of mind
- Don't make important decisions based solely on tips and advice of Providers.

The User and the Provider are solely responsible for the information they make available on the THECIRCLE platform. Consequently, they undertake to guarantee that the information they disseminate on the THECIRCLE platform does not break any laws or regulations in force and is correct and truthful

For this purpose, THECIRCLE reserves the unilateral right to:

- remove any obviously illegal or inappropriate content, data, information or offers from the THECIRCLE platform
- definitively and without notice remove any content that violates public order, morality and any other criminal law.

It is forbidden for the User and the Provider to violate or try to violate the security and integrity of the platform. In particular, by way of example, but not exhaustively, it is prohibited to:

- Perform actions that may endanger or compromise the correct operation of the platform or any Transaction that takes place on the platform.

- Take actions that may cause an excessive overload on the platform infrastructure.
- Access or attempt to access data that is not intended to be viewed by the User or the Provider;
- Enter or attempt to enter the host or a User and/or Provider account for which they do not have access authorisation.
- Harass, threaten, insult or harm the private life of another Internet user and/or third party and/or Provider and disseminate defamatory, abusive or slanderous information.
- Offend human dignity through text, image or video of a racist, violent, pornographic, revisionist nature and damage the lives of others.
- Breach the provisions of the law on intellectual property rights and in any case commit acts that may constitute a violation of the right to trademark or unfair competition.
- Carry out, without the explicit authorisation of the adviqo UK Limited, framing operations or the creation of mirror sites that virtually replicate adviqo UK Limited sites, create hypertext links on another site that refer to the adviqo UK Limited site(s) or include hypertext links pointing to a third-party site in service offers or profiles. The only hypertext links that can be authorised are the provider's links which refer the Internet user to a professional regulation or a general information site relating to the provider's activity.
- Use information about other Internet users, Providers or third parties for inappropriate or unlawful purposes, such as unsolicited prospecting, stealing collaborators, sending entries in sweepstakes, contests, chain letters, spamming and other purposes prohibited by law.

In the event of non-compliance with the above obligations, THECIRCLE reserves the right to terminate the contract automatically and subject in any case to THECIRCLE's right to compensation for damages.

The adviqo UK Limited reserves the right to suspend in whole or in part or to permanently interrupt access to the Platform and/or the use of the assistance services and/or to revoke the registration and enabling in the presence of just cause, without incurring any liability, and/or if the Internet user or the Provider is contested:

- Abuse or evident breach by the Internet user and/or the Provider of the conditions of use of the service
- Breach of third party rights, applicable regulations, public order and/or morality.
- Act or omission that jeopardises or may jeopardise the proper functioning or security of the network and/or the Service and/or equipment.

The adviqo UK Limited will inform the Internet user and/or the Provider of the disputed act or non-compliance, after simple online communication.

In the absence of justifications from the Internet user and/or Provider within 48 hours of issuing the THECIRCLE message, the suspension will be considered accepted by the Internet user and/or Provider.

However, at the invitation of the competent authority or if the adviqo UK Limited ascertains by any means an act or default by the Internet user and Provider which violates or which could violate the proper functioning or security of the network and/or its tools and/or Service, the adviqo UK Limited may proceed with immediate suspension, as a precautionary measure, without respecting the Internet user and/or Provider's notice procedure.

To the extent that the acts or default of the Internet user and/or Provider are the result of failure to comply with the provisions above, the adviqo UK Limited, in addition to suspending the provision of the Service, reserves the right in cases of serious default to legally terminate the contract and except in any case

THECIRCLE's right to compensation for damages.

In no case, can the adviqo UK Limited be held responsible for the total or partial suspension of the access to the Service of the Internet user and the Provider, nor for any damages caused directly or indirectly by the suspension and no indemnity will be due by THECIRCLE.

The adviqo UK Limited is not required to verify the information and contents accessible on the platform, nor to research facts or circumstances revealing illegal activities.

The Internet user and the Provider undertake to warn the adviqo UK Limited without delay of any infringements on the THECIRCLE platform of which the User becomes aware, consisting of facts or contents contrary to the laws and regulations in force, such as, by way of example, facts and/or content that:

- glorify crimes against humanity
- incite racial hatred and violence
- have child pornography content
- generally harm human dignity
- talking about health, financial or legal matters

The Internet user and/or the Provider undertake to report the infringement by immediately contacting THECIRCLE at the email address "contact@thecircle.com" and providing all the information needed to identify the content and/or the author of the infringement.

The Internet user and/or the Provider undertake to guarantee and indemnify the adviqo UK Limited from the consequences arising from any claims by third parties for a breach of the laws and regulations in force on intellectual and industrial property rights, inaccuracy or failed transaction.

The Internet user and/or the Provider undertake to provide full and total collaboration in the handling of any claim presented by third parties against the Internet user and/or the Provider.

## **7.2. TheCircle's obligations**

With respect to the use of the features of the platform, the general obligation of TheCircle is an obligation of means and not an obligation of result or enforced means.

TheCircle undertakes to use all its means to ensure continuity of access and/or use of the platform 7 days a week and 24 hours a day.

However, TheCircle draws Users' attention to the fact that current online communication protocols do not guarantee the transmission of electronic exchanges (messages, documents, sender's or recipient's identity) in a certain and continuous manner.

As an online platform operator, TheCircle undertakes to convey clear, transparent and fair information on the manner of its interventions.

## 0. Liability

### 8.1. General principles and limits of TheCircle's liability

THECIRCLE cannot provide guarantees on the availability or performance of the platform and cannot be held responsible for any damage, even indirect, to the User and the Provider (including any loss of turnover or opportunity or lost earnings, loss of data, damage to the image, requests for compensation and/or claims by third parties) where there is a cause of *force majeure* or in the event of maintenance of the Service.

The User and the Provider formally acknowledge and accept that the adviqo UK Limited cannot be held directly or indirectly responsible for foreseeable or unforeseeable, direct and/or indirect damage suffered by the User and/or the Provider, in the following cases:

- Interruption of the Service, independent of the will of the adviqo UK Limited and/or due to negligent or wilful behaviour of the Provider and/or User
- Incident or service interaction caused by an incident, other network problem, malfunction and/or inadequacy of the material tools and/or software and infrastructure of the adviqo UK Limited or the tools of the contractors of the adviqo UK Limited whatever the cause
- Content of a child pornography nature or which glorifies crimes against humanity, incites racial hatred and violence and/or which harms human dignity
- In case of *force majeure*
- Configuration, management, maintenance supervision of the User's and/or Provider's network and any consequences
  
- Use of prohibited services or transmission of data contrary to the General Conditions of Use
- Nature and content of information of any type, data and files that can be transferred and accessed via the Service
- Commercial prejudice, loss of clients, orders, profits, loss of image, brand or any action against the User and/or the Provider.

The service provided by THECIRCLE does not imply the obligation of guaranteeing the quality, reliability, timeliness or safety of the use of the Service, since this depends on tools and networks beyond THECIRCLE's control.

User and Provider each undertake on their own and without any bond of solidarity to indemnify and hold TheCircle harmless from any claim, complaint, legal action of any kind for damages suffered as a result of using the Platform and/or carrying out the Transaction for which the direct responsibility of the Internet user and/or provider is judicially ascertained.

The User and the Provider acknowledge that the services subscribed via the platform, via the site *TheCircle.com* for the Internet user and through advisors.*TheCircle.com* for the Provider, shall take place under their control and responsibility.

Consequently, THECIRCLE will not be in any way responsible for the use and content of the information disseminated and consulted by the User and the Provider.

The User and/or Provider are solely responsible for direct or indirect, material or immaterial damages and prejudices caused by the content of the information disseminated via the Service itself.

They also undertake to promptly inform the adviqo UK Limited by registered letter with acknowledgement of receipt and/or by email at the address: [contact@thecircle.com](mailto:contact@thecircle.com) of any complaints, legal action, observed

infringements, complaints directly or indirectly related to the provision or use of the Service that may be brought by third parties.

The User and/or Provider are solely responsible for damages, material or immaterial damage caused to the adviqo UK Limited due to bad or inadequate use of the Service. As the case may be, they undertake to guarantee, pay and indemnify the adviqo UK Limited against actions, demands, complaints and/or awards for damages and interest to which THECIRCLE may be exposed or be the subject of and/or may be pronounced against THECIRCLE since they may have their cause, basis or origin in the bad or inadequate use by the Internet user and/or the master and/or third parties of the Service and/or the Transaction.

Only the adviqo UK Limited, at its sole discretion in writing, will be able to fully or partially exempt the User and the Provider from their liability.

THECIRCLE cannot provide guarantees as to the availability or performance of the Platform and cannot be held responsible for any loss of revenue, loss of opportunity or business volume of the Provider/User.

Without prejudice to the provisions of the preceding paragraphs, THECIRCLE may in any case be called upon to compensate only direct and foreseeable damages, to be proven, within the limit of a value equal to £150 per Provider/User. This limit does not apply in cases of wilful misconduct or gross negligence on the part of THECIRCLE, in the event of physical damage or if the Internet user is a consumer in respect of whom the laws protecting them have been broken.

THECIRCLE undertakes to do everything possible to make the Tools accessible without interruption, except for any technical problems or maintenance operations necessary for their operation and except for cases of *force majeure* or events beyond THECIRCLE's control.

THECIRCLE does not guarantee that the files downloadable from the Site or through the Tools do not contain viruses, worms, Trojan horses and any other element that could threaten or alter the tools of the Providers/Users. It is the responsibility of the Provider/User to take the necessary precautions to meet their needs relating to the accuracy of incoming and outgoing data and to use a system external to the Site to recover any lost data.

In any case, THECIRCLE cannot be held responsible, in the following cases:

- malfunction of a Tool by the Provider/User
- incompatibility of a tool with the Provider/Internet user's equipment or any malfunctions and/or damages caused by the aforementioned incompatibility
- fraudulent use by third parties of the Personal Profile of the Provider/Internet user and the damage caused by this
- damage caused directly or indirectly by the use of the Tools, such as: loss of turnover, profits, programs or information, except in the case of a technical error attributable to THECIRCLE.

The Provider/User is solely responsible for any damage caused by the use of a Tool and it is their responsibility to carry out the regular saving on their data and content materials. Should THECIRCLE be liable for damages generated by a problem relating to the Tools, it will be liable within the limit of a value equal to £150 per Provider/User, except in cases of wilful misconduct or gross negligence by THECIRCLE, in the event of physical damage or if the Internet user is a consumer in respect of whom the legal provisions

for their protection have been violated.

In the case of invitation by the Provider/User of third parties, the Provider/User is solely responsible for the use of their personal data, TheCircle not being responsible for the contacts made by the Master/User, whatever tool is used.

TheCircle will not be in any way responsible for promotional offers sent on the initiative of Masters

## 8.2. Status of Host

The user acknowledges that TheCircle acts as a Host

In this regard, TheCircle reserves the right to remove any content that has been reported to it and which it deems expressly illegal

Reporting of expressly illegal content must be submitted by a User or a third party by email to the address [contact@thecircle.com](mailto:contact@thecircle.com) or by registered mail with return receipt to the following address: adviqo UK Limited, TheCircle, 117 Waterhouse Business Park, Chelmsford, CM1 2QE, United Kingdom.

The notification, in order to become valid, must contain the following elements:

- date of notification
- if the person presenting the notification is a natural person: first name, last name, profession, nationality, date and place of birth and the body that legally represents them
- name and domicile of the recipient, or in the case of a legal person, name and company name
- description and precise location of the dispute
- reasons why the content should be deleted, including reference to legal provisions and justification for the dispute
- copy of the correspondence addressed to the author or publisher of the information or activity relating to the dispute requesting its interruption, elimination or modification, or of the justification in case the author or publisher cannot be found.

## 0. *Force majeure*

TheCircle will not be liable in the event of failure or delay in the execution of one of the obligations described herein due to *force majeure*.

In the contractual context, *force majeure* is understood as a **fact outside the sphere of control of the debtor**, unforeseeable at the time of concluding the contract, the effects of which cannot be prevented in any way and which causes the debtor to fail to fulfil their obligations.

If the impossibility is only temporary, the debtor, as long as it lasts, is not responsible for the delay in the non-fulfilment unless the delay justifies the termination of the contract. If the impossibility is definitive, the contract is terminated and the parties can consider themselves free from the obligations. In this regard, TheCircle waives all liability in the event of an attack by hackers, unavailability of materials, supplies, spare parts, personal equipment or otherwise, and interruption, suspension, reduction of electricity or any problem related to it, any interruption of electronic communication networks, any circumstance or fact outside TheCircle's sphere of control which arises following the conclusion of the contract and which prevents its fulfilment under normal conditions. It should also be noted that, in one of the situations described above, the User cannot claim the payment of any indemnity and cannot lodge an appeal against TheCircle. In the event of one of these events occurring, TheCircle will try to inform the User as soon as possible.

## 1. Site maintenance

In the presence of just cause or in the event of technical problems which require it and which cannot be resolved otherwise, the adviqo UK Limited reserves the right to suspend all or part of access to the Service and for the duration necessary to carry out the adequate maintenance operations of the network and/or its components and software.

The technical support of the adviqo UK Limited will inform the Internet user or the master of any major interruption or reduction of the service, as well as of the interventions in progress, until the end of the interruption or reduction of the Service.

Given that the Service rendered by TheCircle is to be understood as an obligation of means, the company THECIRCLE cannot guarantee, in any case, a term for the resumption of the Service.

## 1. Support

To answer the Internet user's and/or the master's technical questions and help them solve any malfunctions related to the use of software used by the adviqo UK Limited, the latter provides a support service which the Internet user and the Provider can contact to report any problems, by contacting the following numbers:

- Telephone: 0808 168 6337 or for non-uk +44 203 835 5700;
- Postal address: adviqo UK Limited, TheCircle, 117 Waterhouse Business Park, Chelmsford, CM1 2QE, United Kingdom
- Email address: [contact@thecircle.com](mailto:contact@thecircle.com)

THECIRCLE will provide technical support on working days from Monday to Friday, from 9:00 a.m. to 5pm, it being understood that the adviqo UK Limited is bound by an obligation of means and not of result.

In the event of an unscheduled interruption in the provision of the Service, during which the User will not be able to access or use the Service due to the problem observed, unless this depends on *force majeure*, the User

may submit a refund request for the part of their lump sum or pro-rata time of the interruption.

The indemnity will be paid by THECIRCLE within 30 days of receipt of the request which must be submitted in writing by the User within 30 days of the interruption.

## **0. Complaints**

The Internet user acknowledges that the services subscribed to on the platform are under their control and responsibility. Consequently, the adviqo UK Limited will not be held responsible for the use and content of the information disseminated.

In the event of dissatisfaction on the part of the Internet user with the Service (Transaction) provided by the Advisor, the Internet user cannot make objections in order to avoid or delay the payment of the Provision or Service.

In the event of a dispute, the Internet user and the Advisor may, if they consider it appropriate, report its presence to the adviqo UK Limited's Client Services, which will work towards an amicable solution to the dispute between the Advisor and the Internet user.

In the event of no agreement within three months of the request sent to TheCircle for intervention for an amicable settlement, the Internet user and the Advisor will be able to initiate, if they wish, the actions they deem most appropriate against the party deemed to be in breach

It is understood that the adviqo UK Limited, a third party with respect to the Transaction between the Internet user and the Advisor, cannot be called to answer with regard to the quality, price, nature, reliability and accuracy of the service provided by the Advisor, held directly and exclusively to be liable to the Internet user for its Service.

## **0. Intellectual property rights**

### **13.1 adviqo UK Limited's intellectual property rights**

adviqo UK Limited declares that it holds the rights to the software made available to the Internet user and the Advisor.

Any act of counterfeiting or unfair competition or other act deemed to be such by third parties, of which the User and/or the Advisor is aware, must be reported to adviqo UK Limited which will proceed to pursue the reported case.

adviqo UK Limited owns all trademarks and logos used on its site. No use of its trademarks and logos can be made by third parties, by the Internet user or by the Advisor.

All texts, images, icons, drawings, graphics, photographs, programs and other components of its sites, including the site [www.thecircle.com](http://www.thecircle.com) and [advisors.thecircle.com](http://advisors.thecircle.com) are the property of the adviqo UK Limited and are protected by the UK law on Copyright.

Reproduction for any purpose of images, texts, icons, drawings, graphics, logos, photographs, programs and other components of the adviqo UK Limited sites is strictly prohibited without prior written consent.

adviqo UK Limited reserves the right to prosecute natural or legal persons, third parties, Internet users or Advisors who have illegally attacked the software and/or components of the site (images, texts, icons, drawings, logos, photographs, programs and other) to be compensated for the damage caused.

It is prohibited for the Internet user and the Advisor, without this list being exhaustive, to:

- Modify or have the software modified, even if the intent is to fix any errors.
- Duplicate, reproduce, copy, extract, modify the software or integrate it into a derivative instrument.
- De-assemble, remove, tamper with, modify, reverse engineer, decompile, decipher the software, its documentation or source code.
- Make improvements to the software or use other methods that have the objective or result of gaining access to the source code or protocol of the software used by the adviqo UK Limited.
- Incorporate, integrate, reuse, include any or all of the software into another software, program or service.
- Distribute, redistribute, assign, loan, transfer, transform, guarantee or sub-license the software.

The User and the Advisor will not be able to access the software sources.

The User must be the exclusive owner of the industrial and/or intellectual property rights to the software, databases, photographs, files, sounds, images, videos and/or designs, models, brands, etc., without this list is exhaustive, which they will communicate under their own responsibility to the Advisor when requesting digital services. The Advisor will not be able to claim any right to these elements and, upon payment of the service by the User, will definitively assign to them all intellectual property and usage rights on the work created.

The User will not be able to access the software sources in any way. Acceptance of this agreement constitutes acknowledgement by the User of adviqo UK Limited intellectual property rights and a commitment to respect them.

adviqo UK Limited grants a personal, non-exclusive and non-transferable right to Users authorising them to use the platform and the information contained therein in accordance with this.

Any other use of the platform and its content not mentioned herein cannot be made without prior authorisation expressed by TheCircle.

## **0. Processing of personal data**

## 14.1. Data processing by TheCircle

It is agreed that the personal data provided to each other will be processed in compliance with current legislation. By the term “processing” we mean (by way of example and not exhaustively): collection, registration, organisation, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, dissemination, cancellation and destruction of personal data. These data will be processed exclusively for purposes connected and instrumental to this contract.

The data will be processed using tools that guarantee the security and confidentiality and may also be carried out using automated tools designed to save, manage and transmit the results themselves.

In relation to the aforementioned treatments, the adviqo UK Limited is responsible for the processing of personal data, which the Parties may contact to exercise their rights.

Likewise, the visitors, Internet user or Advisor, of the adviqo UK Limited sites are required to comply with the envisaged provisions and a breach of which is liable to criminal sanctions.

In particular, they will have to refrain, with regard to the nominative information to which they access, from collecting, using improperly, and in general carrying out actions likely to cause damage to the private life or reputation of individuals.

For commercial purposes, TheCircle may transfer the names and details of Users to its partners.

In accordance with EU **Data Protection** Regulation (EU GDPR) and the UK Data Protection Regulation (UK GDPR) relating to the protection of individuals with regard to personal data personal nature and their free movement which repeals Directive 95/46/EC (General Data Protection Regulation known as GDPR), TheCircle ensures the implementation of the rights of the data subjects.

It is recalled that the User whose personal data are processed benefits from the rights of access, rectification, updating, portability and erasure of the information concerning them, pursuant to the provisions of the Data Protection Act and the provisions of the General Data Protection Regulation (GDPR).

The User can define directives relating to the fate of their post-mortem data.

The user can also request the limitation of the processing that concerns them and can lodge a complaint with the Information Commissioner's Office.

Pursuant to the provisions of the EU Data Protection Regulation (EU GDPR) and the UK Data Protection Regulation (UK GDPR) the User may also, for legitimate reasons, object to the processing of data concerning them, without reason and free of charge.

The User can exercise these rights by sending an email to the address [contact@thecircle.com](mailto:contact@thecircle.com) or a registered letter to adviqo UK limited, TheCircle, 117 Waterhouse Business Park, Chelmsford, CM1 2QE, United Kingdom.

It should be noted that the User must prove their identity in any way.

The Parties, Advisor and Internet user recognise and explicitly authorise the adviqo UK Limited to save the exchanges that took place between them by means of remote communication (telephone conversations and email exchanges) as well as the data saved and recorded on the Platform such as the connection data to the Platform and that these recordings can have probative value among the interested parties.

The adviqo UK Limited reserves the right to send the Internet user at any time and by post newsletters, SMS and other non-promotional communications relating to the personal account.

The adviqo UK Limited may also send promotional messages to Internet users (by email, SMS or by post) to promote services similar to those already purchased by the Internet user on the TheCircle platform.

Provided the Internet user gives their prior consent when registering on the THECIRCLE platform or via their personal account, the adviqo UK Limited may also send newsletters and other messages by email, post or SMS.

The Internet user may also receive messages from Advisors that they have already consulted via TheCircle's internal messaging system and without their email address being communicated to the Advisors.

At any time, the Internet user may object to receiving promotional messages by contacting the adviqo UK Limited's Clients Service at the email address [contact@thecircle.com](mailto:contact@thecircle.com) The adviqo UK Limited is obliged to cancel any type of submission within 48 working hours of receiving the request.

## **14.2 Data processing by Advisors**

Within the framework of the performance of the services, the Advisor may be required to process personal data of Users in the name and on behalf of TheCircle.

In this regard, please note that the Advisor will become the data controller pursuant of the EU Data Protection Regulation (EU GDPR) and the UK Data Protection Regulation (UK GDPR)

In any case, the Advisor ensures that they offer sufficient guarantees for the implementation of the appropriate technical and organisational measures, in accordance with GDPR provisions.

### **0. Change of conditions**

avdiqo UK Limited reserves the right to change the content of these general conditions and special conditions at any time and to improve the technical characteristics of the software and tools of the TheCircle platform.

The Internet user and the Advisor will be informed of the changes with a notice of seven (7) days before the entry into force, unless the changes are dictated by mandatory rules or by provision of the Authorities, in which case the entry into force will be immediate.

The Internet user and the Advisor who connect to the THECIRCLE platform after the entry into force of these changes, unquestionably and automatically accept the aforementioned changes.

TheCircle reserves the right to close, at its total discretion, access to the Platform, provided that it informs the Advisors/Internet users with one (1) week's notice, as well as the right to interrupt, at its total discretion, the provision of services relating to a category of Services on the Platform without this decision implying the adviqo UK Limited 's liability in any capacity.

## **0. Privacy and confidentiality**

The adviqo UK Limited, the Advisor and the Internet user acknowledge that the contract, documents and information exchanged during the performance of the Contract, the technical data, methods specific to each party and other processes or services covered by the Contract are treated as strictly private and confidential and this even after the termination of the Service.

Accordingly, each party is prohibited from disclosing or communicating the aforementioned information to third parties without the prior written consent of the other.

## **0. General provisions**

In no event can any breaches and/or behaviour differing from these Conditions be considered as exceptions thereto or tacit acceptances, even if not contested by THECIRCLE. Failure by THECIRCLE to exercise or enforce any right or provision of the Contract shall not constitute a waiver of such right or provision.

The titles of the articles and paragraphs of the conditions have the sole purpose of facilitating the organisation of the text, articles and paragraphs and have no interpretative value for the Contract or its content. Failure to understand a paragraph contained in a clause of this contract will not result in the cancellation of the Contract.

Any total or partial ineffectiveness and/or invalidity of one or more clauses of these General Conditions and of the special ones will not result in the invalidity of the others, which must be considered fully valid and effective. The parties undertake to replace the clause declared invalid or illegal with a new clause that respects the desired content.

For anything not expressly provided for in these General Conditions, the Parties expressly refer, to the extent that this is compatible, to the laws in force at the time of conclusion of the contract.

## **0. Applicable law and competent court**

These contractual conditions are subject to the UK law.

Any dispute arising from the interpretation, execution and/or termination of this contract will be devolved to the exclusive jurisdiction of the Court of England and Wales, except in the case of the Consumer Court as identified by law.

Each agreement and document relating to the purpose and provision of services, and in particular each commercial proposal and other document for the provision of services exchanged between the parties before and after the signing of this Contract, have no contractual and binding value between the Parties.

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### **Information on civil and tax obligations**

The online platform operators have the privilege of informing and drawing the attention of any User who generates revenue on the platform of their civil and tax obligations.

Each Advisor, who is solely responsible for the legal obligations to which they are subject, is therefore required to be compliant with their tax, insurance, social and social security contributions according to their own legal-tax status, social and social security contributions according to their own legal-tax status.