

TRIAL: TERMS AND CONDITIONS

By signing up to the free trial you agree to the intellectual property rights described below; you agree not to share this temporary access to our service and understand that at expiry you will need to subscribe in order to proceed. The subscriber agreement is shown in this document. Visit our Privacy Policy at the bottom of our website to learn about who Succinct may use your information.

INDIVIDUAL SUBSCRIBER AGREEMENT:

Important notice: *to protect your own interests you must read and understand the following terms and conditions (Terms) before subscribing to our Services. Please read these carefully because they set out the terms of a legally binding agreement between you and us. If you are uncertain as to your rights under these Terms or you want any explanation about them, please email us at legal@succinct.info*

These Terms tell you how you may use our Services to access our Content for your personal and non-commercial use. We may update the Terms from time to time so please review the relevant pages regularly under 'My Account'.

1. DEFINITIONS

In these terms and conditions, the following definitions apply:

Account Details	means the personal information provided to us by you when you submit a Subscription Request;
Cancellation Request	has the meaning as detailed in Term 7.5;
Content	means weekly text, tables, charts and images summarising current global financial and economic information, such information being based on events having occurred in the week prior to the release of each publication on our website and such content being created, owned and made available by us to you (each week's update of content shall hereafter be referred to as Content Instalments);
Force Majeure	means any act, event, omission or accident beyond the reasonable control of you or us, which prevents either of us from, or delays either of us in, performing our obligations under this agreement, including, but not limited to, flood, earthquake or other natural disaster, imposition of sanctions, embargo, authorities quarantine measures, breaking off of diplomatic relations or similar actions, fire or explosion, any labour dispute (including, but not limited to, strikes, industrial action or lockouts), non-performance by suppliers or sub-contractors, failure of plant machinery, machinery, computers or vehicles, failure of communication lines, telephone or other interconnect problems, computer viruses, theft,

interruption or failure of utility service, including but not limited to electricity, gas or water, and any law or governmental order, rule, regulation or direction;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which we are or may be entitled; and
- (f) in whichever part of the world existing;

Services

means our provision of the Content distributed via the Succinct website accessed by subscribers;

Subscription

has the meaning as detailed in Term 2.4.6;

Subscription Request

has the meaning as detailed in Term 2.4.7;

Value Added Tax or VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the supply of the Services;

We, us or our

means Succinct Information Limited, a private limited company incorporated in England and Wales with registered company number 08965061, with its registered office at 277-279 Chiswick High Road, London, W4 4PU; Telephone +44.207.183.0150

Website

means www.succinct.info; and related URL domains displaying our Content.

You or your

means you as a non-business subscriber to the Content.

Merchant of Record

Our order process is conducted by our online reseller Paddle.com. Paddle.com is the Merchant of Record for all our orders. Paddle provides all customer service inquiries and handles returns.

2. **REGISTRATION PROCEDURE**

- 2.1. In order to access the Content, you must sign up for a free trial or subscribe to our Services.
- 2.2. Any Account Details that you provide, and any other information provided to us when you register for a free trial or subscribe to our Services will be used by us in accordance with our privacy and cookie policy, which is available to view on the Website.

2.3. **Free Trial**

- 2.3.1. Website visitors are allowed to sign up for a free trial. In order to obtain the free trial, you must provide your name and email address which, provided your registration is successful, will generate an email to you from us providing you with access to the free trial. By registering for the free trial, you will be granted access to the Content for four weeks commencing on the date of your registration.

2.4. **Subscription**

- 2.4.1. In order to subscribe to our Services you must complete the following registration procedure.
- 2.4.2. When you register for access the Content you must provide us with accurate and complete Account Details. It is your responsibility to inform us of any changes to those Account Details by accessing and updating the information on the 'My Account' page.
- 2.4.3. Each registration is for a single user only. On registration, your email address will become your account username and you will be prompted to choose a password (**Login Details**) unless you have already signed up for a free trial in which case you already own a password. You are not allowed to share your Login Details or give access to the Content through your Login Details to anyone else. We may cancel or suspend your access to the Content if you share your Login Details without notice or further obligation to you. You are responsible for your use of the Website and your access to the Content or anyone else using your Login Details, including unauthorised use.
- 2.4.4. Furthermore, you agree to notify us immediately by email to subscriber@succinct.info if you believe or suspect that there has been any breach of security (e.g., the disclosure, theft or unauthorised use of your Login or any payment information). We will not be liable to you or any third party for unauthorised use of your Login unless this is due to our negligence.
- 2.4.5. We plan to offer a variety of content packages, the details of which are available on the Website. We reserve the right to vary the amount and type of Content at any time.
- 2.4.6. Once you have chosen a Content package you will be prompted to provide registration and payment details (**Subscription Request**). Your Subscription Request will be sent to us for approval, which we will endeavour to process promptly. By submitting a

Subscription Request, you are making an offer to us to supply the Services to you on these Terms. Our order process is conducted by our online reseller Paddle.com. Paddle.com is the **Merchant of Record** for all our orders. Paddle provides all customer service inquiries and handles returns.

2.4.7. Your Subscription is not binding until accepted by us in an email to you, following our successful verification of your payment details and email address. **(The Contract Formation)**. We reserve the right at all times to reject any subscription request, in whole or in part, at our sole discretion. Once we have accepted the Subscription via email your account will be activated and your Login Details will provide you with access to the Content **(Subscription)**. See 7.2 and 7.3 for details regarding the 14-day withdrawal right.

2.4.8. The amount and types of Content that you can access depend on what type of user you are and what type of subscription (if any) you have.

2.4.9. Marketing and other descriptive matters relating to the Content are illustrative only, and do not form part of the contract between us and you. You agree that, by obtaining a Subscription, you have not relied on any representation or statement by us other than as set out in these Terms.

3. **PRICE AND PAYMENT**

3.1. The prices for the Content packages will be as set out on the Website at the time your Subscription Request is submitted.

3.2. We reserve the right to vary the prices for the Content packages from time to time. If we choose to make any such variations, our website will inform you in advance to the next billing and you will need to accept the change.

3.3. By submitting your payment details with your Subscription Request, you confirm that you are entitled to purchase the Service using those payment details. You consent and authorise us to verify your payment details as required (and in accordance with our Privacy Policy) for your use of and access to the Service, as applicable.

3.4. The price is payable on a monthly basis (i.e., once every month) in advance, commencing on the date of your Subscription **(Monthly Payment)**. By obtaining a Subscription you agree to pay the Monthly Payment until such time as the Subscription is cancelled or terminated.

3.5. For the avoidance of any doubt, this AUTO RENEWAL CLAUSE allows us to continue providing you the Content without interruption, renovating your Subscription every month and you agree to pay our price.

3.6. We care about consumer protection rights and that's why we are committed to providing you with accurate information about our products and your rights, all in accordance with the European Directives applicable.

- 3.7. Our auto renewal clause does not mean that you must continue extending your Subscription if you do not want to. You are entitled to cancel or terminate your Subscription at any time. For further details please read carefully our Cancellation section below.

4. OUR SERVICES

- 4.1. We will provide the Content in accordance with these Terms. The Terms shall apply, and the provision of Content shall begin when you have been granted a Subscription and shall continue until the Subscription is cancelled or terminated.
- 4.2. We intend to release new Content Instalments each week, by Sunday midday UTC time (the **Release Time**), on the Website. Whilst we will use reasonable endeavours to comply with the Release Time, it is an approximate only and time of performance is not of the essence.
- 4.3. We shall only release a maximum of 48 new Content Instalments in any 12-month period.
- 4.4. Each week's Content Instalment will be available on the Website for a period of one week, or until the next Content Instalment is released. Following release of new Content Instalments, the existing Content Instalments will be automatically archived on the Website for a period of six weeks (**Archived Content Instalments**). The Website will only hold up to six Archived Content Instalments at any one time. Following the six-week archive period, the Archived Content Instalment will be automatically removed from the Website.
- 4.5. You can use the Website and access the Content on a variety of compatible devices. The Terms apply to your use of the Website and Content on any device. The Website and Content or some of the features and functionalities may not be available on all devices. We make no guarantee that all or any features of the Website will work on any particular device.
- 4.6. Your subscription allows you to access our Website and Content on multiple devices with a **maximum concurrent (simultaneous) login access of three times**. A fourth concurrent login access will display a message alerting you that you must log-off from another device. You shall not share your login details (username and password) with anyone else. Passwords are for individual use only.
- 4.7. We shall not be liable for any delay in or failure of delivery of the Content (including any failure to achieve any milestone or other date) so far as caused by an event of Force Majeure or your failure to perform your obligations under these Terms.
- 4.8. We do not guarantee that our website and/or Content will always be available or uninterrupted, timely, secure or free from bugs viruses, errors and omissions.

5. OUR OBLIGATIONS

We will provide the Services using reasonable care and skill, use sufficient and appropriate equipment and software reasonably required to provide the Services, obtain and maintain all

licences, permits and other consents required for our creation and provision of the Services, and comply with all applicable laws and regulations.

6. YOUR OBLIGATIONS

- 6.1. You must comply with these Terms.
- 6.2. By registering to use and/or Subscribe to our Services, you warrant that you are legally capable of entering into binding contracts and that you are at least 18 years old.
- 6.3. You are solely responsible for paying all costs, charges and expenses you may incur when you access or use the Content including your internet or data service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with all costs of the equipment and software you need to connect to and use the Website. Accessing the Content may lead to substantial bandwidth usage by you which can be expensive so you should be careful you do not exceed any 'bandwidth cap' on your account with your internet or data service provider. We are not responsible if your equipment or software is not compatible with the Website or Content.
- 6.4. You are solely responsible for keeping your Login Details confidential, and you are responsible for all activity that occurs under your account.
- 6.5. You are solely responsible for keeping your Account Details up to date, including payment details.

7. RENEWALS AND CANCELLATION OF SUBSCRIPTION

- 7.1. You can withdraw your Subscription Request by telling us of your decision to withdraw before we accept your Subscription Request and confirm your Subscription, without incurring any liability to us. However, please note that due to the speed in which your Subscription Request will be acted upon, it is unlikely that there will be much time between submitting your Subscription Request and our acceptance of it.
- 7.2. When entering into this agreement as a consumer (not in the course of conducting business) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the **Regulations**) may apply. In accordance with the Regulations we must not commence the supply of our Services to you for a period ending 14 days after your Subscription Request is accepted by us, unless you expressly agree for us to commence service sooner.
- 7.3. **Please note** that by signing up for our Services you **expressly agree to us commencing supply of your Services before the cancellation period has expired**. As a result, you will not have the right to cancel your Subscription under the Regulations.
- 7.4. Furthermore, when entering into this agreement as a consumer based in the EU the Directive of Consumer Unfair Terms 2011/83 EU, Directive 93/13/EEC, Directive 2000/31/EC and other applicable Community legislation (the EU Rules) may apply. If you are a consumer based in

Switzerland as non-part of the EU, the Swiss Unfair Competition Act, the Swiss Obligations Code and other relevant laws may apply. We fully observe and comply with the rules and regulations of every jurisdiction where we operate. In accordance with the EU Rules and Swiss Standards, consumers enjoy the right of withdrawal within 14 days from concluding the contract, also for online digital content. However, **once you start downloading or streaming the Content you may no longer withdraw from the purchase**, provided that we have complied with our obligations.

- 7.5. Your Subscription will continue to renew automatically until you successfully cancel it. Which also means that you have the **right to cancel this contract at any time**. In order to cancel your Subscription please find the Cancel Subscription button under 'My Account' section. If you experience any issues or do not have access to your Account, please notify us via an unambiguous statement of your decision to cancel this contract by emailing us at subscriber@succinct.info (**Cancellation Request**). We will endeavour to process your Cancellation Request promptly. Only when you have received an email from us to you confirming the cancellation of your Subscription will it be successfully deemed cancelled.
- 7.6. **Refund Policy:** Although you may notify us of your intention to cancel your Subscription at any time, such notice will only take effect at the end of your then current subscription period (i.e., the one-month period that you have paid for in advance), and **you will not receive a refund**. As a result, you will continue to have access to the Content until the end of your then current subscription period, following which your access to the Content will cease and no further Monthly Payments will be taken.
- 7.7. Your Subscription may be suspended or terminated at any time if you breach these Terms, without notice or further obligation to you.
- 7.8. Your Subscription may be suspended or terminated at any time on written notice to you if we are subject to an event of Force Majeure.

8. **LIMITATION OF LIABILITY**

- 8.1. Any commentary, opinion or other information or material included in the Content is not intended to amount to advice on which you should rely. The Content is only for your general information and is not intended to address your particular requirements. In particular, the Content does not constitute any form of advice, recommendation, representation, endorsement or arrangement by us. It is not intended to be and should not be relied upon by you in making (or refraining from making) any specific business, commercial, investment, purchase, sale or other decisions. By using the Services, you acknowledge, confirm and understand that we do not owe you a duty of care or other obligation in connection with the Subscription and your access to and use of the Content.
- 8.2. We are not liable for any of the following loss or damage you may incur through your Subscription and use of our Services:
 - 8.2.1. loss or damage suffered by you or someone else when we comply with the Terms;

- 8.2.2. loss or damage which is caused by us when we do not comply with the Terms but which we and you could not anticipate nor expect to happen when you started accessing the Content;
 - 8.2.3. any loss of data or damage to your device or software/damage to your devices through your use of the Website;
 - 8.2.4. all costs and expenses you may incur when you access or use the Website and/or Content; and
 - 8.2.5. any loss or damage if the Content is not provided to you or is interrupted or suspended or if we do not comply with the Terms because of Force Majeure events.
- 8.3. Nothing in the Terms excludes or limits our liability for: (i) death or personal injury caused by our negligent acts or omissions (or those of any of our employees or agents); (ii) fraud or fraudulent misrepresentation; or (iii) a breach of any of the provisions implied into these Terms under the Supply of Goods and Services Act 1982 (or any other law).

9. INTELLECTUAL PROPERTY

- 9.1. All Intellectual Property on the Website and Content section belongs to us. We reserve all of our rights on the Website and Content section. Nothing in these Terms grants you a right or licence to use the Intellectual Property owned or controlled by us except as expressly provided in these Terms.
- 9.2. For the avoidance of doubt, we grant you a personal, non-exclusive licence to use the Website and read the Content for your personal use on any device that is compatible. You may not copy, redistribute, reproduce or share the Website or Content, nor store the Content other than on your website login in accordance with Term 4.4.
- 9.3. Failure to comply with this Term 9 will constitute infringement of our Intellectual Property rights, in addition to a breach of these Terms.

10. SEVERABILITY

If any part of these Terms is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.

11. WAIVER

No delay, act or omission by you or us in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

12. RIGHTS OF THIRD PARTIES

These Terms are for the benefit of the parties and are not intended to benefit any third party. As a result, the Terms do not create or infer any rights that are enforceable by any person who is not party to the Terms.

13. ENTIRE AGREEMENT

These Terms and the Website constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes *all prior and contemporaneous* agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto.

14. ASSIGNMENTS, SUB-LICENSES AND TRANSFERS

You may not assign, sub-license or otherwise transfer any of your rights and obligations in the Terms to any other person.

15. GOVERNING LAW AND JURISDICTION

15.1. These Terms will be governed by the law of England and Wales.

15.2. Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.

16. VARIATION

These Terms are dated *3rd February 2022*. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. If such variations are made, you will be provided with access to those new Terms. By continuing to use and access the Website and Content following such changes, you agree to be bound by any variation made by us. It is your responsibility to check our Terms from time to time to verify such variations.