Advisor General Conditions of Use

Provisions applicable from the 1st of March 2023

1 – Legal Notes

The site 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 Dennis Barrett

These Terms of Service applicable to every use of the platform and to all orders for services placed by the user of the platform

2 – 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.
- **Client Services**: support service dedicated to users and Advisors, available via email 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

3 – Acceptance of the general conditions of service

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 and advisors.thecircle.com is subject to Terms of Service.

By signing the offer presented on the website 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

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.

4 - Purpose and characteristics 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.

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.

TheCircle provides the Internet user and the Provider with a personal and non-transferable license to use the Platform, as well as a support service.

The role of the adviqo UK Limited is that of a technical intermediary aimed at making the THECIRCLE platform available, allowing users to access the services of the providers and for the latter to provide their services.

THECIRCLE is not a contractual party to the conclusion and execution of the Transaction which occurs exclusively between the Internet user and the Provider and, with respect to which, TheCircle is completely extraneous.

THECIRCLE is therefore not responsible for the conclusion and execution of the Transaction between the Internet user and the Provider, who acknowledge that THECIRCLE autonomously and independently exclusively provides a support service and granting of use of the Platform without intervening in the

negotiations aimed at concluding the transaction.

The adviqo UK Limited does not exercise any control nor can it be called to answer with regard to the quality, price, nature, reliability and accuracy of the service provided by the Advisor who therefore answers directly to the Internet user.

The Internet user may, however, report any difficulty, low quality or other problem related to the information communicated by the Advisor to the adviqo UK Limited.

Internet user and Provider acknowledge that the obligations assumed by TheCircle pursuant to this Contract constitute obligations of means and not of result and that the conclusion of the Transaction through the TheCircle Platform commits the Internet user and the Provider to pay the amount due to TheCircle for the service it provides.

5 – Registration on the site and access to the service

The Internet user and the provider acknowledge that they have the power, authority and ability necessary to enter into and perform the obligations arising from this Agreement.

A necessary condition for using the Platform is registration on the site owned by THECIRCLE.

To this end, the Internet user must log in to the site www.TheCircle.com and the Advisor to the site advisors.thecircle.com, via their telecommunications tools and terminals, such as (by way of example but not limited to): computers, smartphones, iPads, etc.

For this purpose, the Internet user and the Provider must have internet access and a set of materials and software necessary for internet browsing.

The Internet user and the provider acknowledge that they have the power, authority and ability necessary to enter into and perform the obligations arising from this Agreement.

As part of its contacting activity, the adviqo UK Limited operates as an electronic telecommunications operator which offers the Internet user and the software provider access to the THECIRCLE platform. This access takes place via software that interacts with telecommunications tools integrating internet communication.

All the information that allows the Internet user and the provider to access the Service and their TheCircle account is personal and confidential. The Provider is solely responsible for their custody and will have to answer for the use and conduct of anyone who accesses their Personal Profile, even without their knowledge. Each Transaction, associated with the Provider through its Access Codes, will be taken into account on the Platform and will commit the Provider to answer for it. The Internet user and the provider undertake to keep their access data secret and not divulge them.

The Provider undertakes to immediately change their Access Codes if they believe that the security of them has been compromised or if an unauthorised person has or may have had access, actual or potential, to their Access Codes. The Provider must also immediately inform THECIRCLE Client Services, which - following notification and as a precautionary measure - will suspend access to the Service using the codes in question.

THECIRCLE reserves the right to ask the Provider to amend all and/or part of the Access Codes, where this is necessary or appropriate for regulatory, technical or security reasons, without the Provider being able to object and/or claim any indemnity.

The adviqo UK Limited is not responsible for the quality of the Internet user's telephone line, which is ensured by the telephone operator with which the user 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 Internet user and the Advisor the right to use the software made available on an individual, exclusive and non-transferable basis.

The right of use begins as soon as the Internet user enters the interface of the site www.TheCircle.com and the Provider enters the interface of the site advisors.thecircle.com. General access takes place on the site www.TheCircle.com.

The Provider and the Internet user are solely responsible for direct or indirect, material or immaterial damages they may suffer from using the Tools, such as (by way of example) damage arising:

- From the use by third parties of their Access Codes and from the communication of information made available, unless it is ascertained and proven that such access or communication is due to a technical defect attributable exclusively to THECIRCLE;
- From the use that the Internet user and/or the Provider make of their broadband Internet connection;
- From the use of data and information that the Provider/Internet user has communicated on the Internet;

The Provider/Internet user acknowledges that the use of non-compliant materials, in particular the use of “pirate cards” which allow access to tools other than those provided by THECIRCLE, may constitute a punishable offence.

THECIRCLE saves and stores the IP addresses of each action performed by the Provider/Internet user for administrative purposes of the Platform and to solve/remedy any possible abuse carried out starting from a Personal Profile. The processing of IP addresses is essential for the operation of the Platform and for making its Tools available.

THECIRCLE may use cookies and/or invisible GIF files to obtain information on Providers/users, to improve the performance and functionality of the Platform and that of certain Tools.

If the Provider/Internet user wishes to object to the recovery of Personal Data through cookies, they can deactivate the cookies from their browser. However, this operation may decrease the performance and functionality of the Platform and the Tools.

For the purposes of valid registration, the Provider must first communicate to TheCircle, truthfully and correctly, their data and any information deemed useful or necessary by TheCircle for their exact identification, including declarations made to the tax and/or social security authorities, in accordance with legal obligations.

The provider acknowledges and accepts that, in order to be able to provide services on the THECIRCLE platform, as on any website, they are required to comply with the reporting obligations with the competent authorities (e.g. tax, administrative and/or social security bodies, etc.).

Depending on the Provider’s type of professional and income, the Provider undertakes to also accurately communicate, in addition to personal data (name/company name, tax code, VAT number, address, etc.), their tax regime and to declare under their own responsibility being compliant with the payment of taxes, duties and contributions, to be understood as a necessary condition to be able to access and use the services offered on the THECIRCLE platform.

The provider, in their capacity as an entrepreneur and/or freelancer, is required to fulfil the specific obligations imposed by the exercise of their activity.

The Provider undertakes to provide the adviqo UK Limited with the set of authorisations, rights, licenses and/or authorisations issued by the competent authorities for the legitimate exercise of its activity/profession, such as, by way of example:

- Chamber of Commerce registration and certificate of registration with the Chamber of Commerce or other document proving registration in the category register, with a date of issue no earlier than three months.
- In the case of a regulated profession: diplomas, reference to the professional standards and any applicable codes of conduct and how to consult them, the professional title and the Member State in which it was issued and the name of the professional body or similar institution with which they are registered and their registration number.
- In the case of an activity regulated by licenses and/or authorisations, the valid license or authorisation.
- Each Provider must provide a copy of a suitable valid identity document (identity card or passport) and tax code and/or VAT number.
- The provider undertakes to communicate under their own responsibility the tax regime they belong to, as well as to promptly communicate any change in the identification data or in the income regime adopted.

Any Advisor who does not provide all the elements and documents mentioned above in a complete and truthful way or who does not promptly communicate any change in the identification data or in the income regime adopted, will be refused access to the service.

The Advisor:

- carries out a self-employed activity of an intellectual nature
- has no subordinate relationship with adviqo UK Ltd
- The organisation of his/her work is done exclusively with his/her own means, without any exclusivity or coordination, and adviqo UK Ltd has no managerial power over it
- has full control over and is free to choose his/her own working hours, working arrangements and tariff on adviqo UK Ltd

The adviqo UK Limited reserves the right to select providers and limit their number according to user demand, platform performance and technical needs in line with platform administration.

Furthermore, the adviqo UK Limited reserves the right to refuse access to an Advisor or to prevent access to the service, if the Advisor does not comply with the conditions required by THECIRCLE and/or does not meet the ethics and characteristics of the THECIRCLE service.

The adviqo UK Limited reserves the right to moderate the reviews, at its discretion to ensure respect for good morals and ethics, and the Advisors have no right to claim. The adviqo UK Limited also reserves the right to suppress false reviews, i.e. positive reviews posted by the Advisor on their profile or negative reviews posted for other Advisors on the platform with the sole aim of harming the image and reputation of the service or of the Advisors.

6 – Method of distributing sums collected by TheCircle

The adviqo UK Limited collects turnover by charging the client a flat tariff for the digital services in pounds or a per-minute tariff determined by the Advisor. Payment can be made by credit/debit cards, PayPal.

It is called the net price of the service excluding taxes (hereinafter PNPIE), the amount corresponding to the number of full minutes of the consultation for the Advisor's tariff excluding:

- VAT

- Any other taxes on turnover

For telephone and chat consultations, the PNPIE is zero for consultations of less than 60 seconds.

The PNPIE will be divided between TheCircle and the Advisor for the remuneration of the contributions on the technical and marketing level of the Platform and the services provided by the Providers.

The Advisor's counterpart (CA) will therefore be calculated according to the following method:

CA = PNPIE X rate of the category - provision for insolvency

Where:

- The category rate indicates the percentage indicated in article 8 hereof.
- Insolvency fund means the fund indicated in article 9 hereof.

In order to receive their share of the PNPIE, each Advisor is required to issue an invoice following the example of the *pro forma* invoice made available by TheCircle within 24 hours of requesting commission.

The Advisor, by accepting these conditions, assumes total and complete responsibility for the issuance of an invoice containing exact, exhaustive and compliant information with the law and regulations in force at the time of issue.

In particular, the Advisor, by accepting these, irrevocably undertakes to demonstrate at all times to TheCircle and/or the tax administration the correct application of any taxes or duties.

TheCircle will be responsible for collecting any withholding tax that will be due upon payment of the remuneration for the service under The UK tax law and any other international tax convention in force.

Unless otherwise agreed between the parties, the remuneration for the service actually paid by TheCircle will be deducted from the amount of the withholding tax.

Until the effective date of these conditions, TheCircle invoiced the Advisors on their behalf and in their name, by way of a tacit invoicing Mandate.

By accepting these general conditions, the Advisors registered on the TheCircle platform prior to the entry into force of these general conditions, renounce the invoicing mandate by immediately terminating it, and TheCircle accepts, without any reservations, the end of the mandate.

TheCircle will allow the Advisors registered on the platform before the entry into force of these general conditions to access all the invoices issued and filed in their name and on their behalf by way of mandate.

Starting from the date of entry into force of these general conditions, when first logging in to the space reserved for the payment request, the Advisors will be asked to choose between two distinct invoicing methods:

- Use of own technical and administrative means to issue invoices whose amount must be equal to that of the *pro forma* invoices made available by TheCircle
- Use of billing tools made available by TheCircle

The Advisors expressly acknowledge that the use of the billing tools made available by TheCircle in no case constitutes the practical manifestation of a tacit or implied invoicing mandate.

The Advisors acknowledge that they are solely responsible for the legal notices appearing on the invoices regardless of whether the latter are issued under one or other of the invoicing methods described above.

7 - Tariff

Before concluding a transaction, the Provider informs the Internet user about the methods for calculating the price according to the tariff conditions freely established by the provider, in compliance with the minimum threshold of £1.5 and the maximum threshold of £5 per minute.

The price of the transaction will depend on the methods chosen by the provider for their pricing terms (price per minute) which will be indicated by the Provider to the Internet user.

TheCircle reserves the right to unilaterally amend, with a minimum notice of 12 hours, the Advisor's tariff, in the price range between £0.99 and £5 per minute and for a maximum consecutive duration of 30 days, for the purpose - not exclusive - of organising promotional days for all platform users.

For this purpose, the adviqo UK Limited makes top-ups of £35, £50 or £100 available to the Internet user, which allow the Internet user to connect and pay for the consultations they have received. The adviqo UK Limited reserves the right to offer the client top-ups of different amounts and in particular a top-up of £20 for the first purchase on TheCircle.

The adviqo UK Limited reserves the right to offer the Internet user a pay-per-use payment by credit card for the exact value of the consultation.

All clients benefit from a promotional tariff of £0.99/minute on the welcome bonus for the first free consultation and on the credit of their first top-up or for the first paid consultation carried out in pay-per-use in the absence of prior credit purchase by means of a top-up.

8 - Calculation of the value of the commission rate due to THECIRCLE

THECIRCLE is entitled to commission rate equal to 75% for telephone and chat consultation, as a fee for the THECIRCLE "Service" consisting of assistance and commissioning services contact provided through the TheCircle technology platform.

Consequently, this commission will be due to THECIRCLE for each transaction that the provider and Internet user have concluded.

The adviqo UK Limited reserves the right to amend the value of the commission, by giving written notice to the provider via email or by post with a notice of seven (7) days before the entry into force of the amendment, without prejudice to the right for the Provider to communicate within the same term their intention not to accept them and/or to withdraw from the Contract.

The Advisor who proves that they have invited one or more new Internet users to the site, who have used the Services offered on the TheCircle platform, will be entitled to a *lump sum* of a bonus equal to 10% of the expense paid by that client following a telephone and chat consultation and regardless of the payment method. The bonus will be deducted from TheCircle's commission.

If a user is invited by an advisor to sign up for TheCircle Prime on the website, this will not entail additional commission for the Advisor

9 - Repayment obligations and Insolvency Fund and Chargeback Insurance

With a view to sharing risks in the event of insolvency by the Internet user or in the event of fraud, it is envisaged that, if the value of the Provider's service exceeds the amount of £2.99, a deduction of £0.5, including VAT, will be applied by TheCircle to the amount to be invoiced on behalf of the Provider in order to establish a “guarantee” fund and avoid requests for reimbursement by TheCircle to the Provider.

10 – Payments

The Advisor has the option of being paid weekly every Tuesday unless the value of the transaction, after deducting the value of the commission due to THECIRCLE for the amount indicated above, is equal to at least £50 gross.

For payments, requests must be made done from Friday 12:00pm of the previous week and Monday by 11:59am at the latest.

No commission will be paid to the Advisor if the connection did not take place due to *force majeure* or technical issues, if the communication was less than a minute or if it concerns telephone answering machines.

The provider will be informed of the payment of a transaction, the history of transactions already paid or those disputed and/or cancelled via their personal account.

It is understood that no Transaction is considered to have taken place and therefore no fee accrued for the Advisor, if the communication with the Internet user has been less than a minute and a half or in the presence of answering machines or in the event of connection failure for technical reasons or due to *force majeure*.

Commission is paid by bank transfer or paypal

In the event of a failed bank or paypal transfer on the normal payment date for reasons not attributable to TheCircle, the transfer can be made again before the next payment date with an additional fee for the Advisor, deducted from their commission, of £25

11 – Maintenance

The adviqo UK Limited reserves the possibility, in the event of technical problems that cannot be resolved otherwise, of partially or completely suspending the Service to provide for the maintenance of its physical components and its software.

The adviqo UK Limited’s technical support will inform the Advisors of any discontinuation or major changes made to the Platform. This is only an obligation of means, the adviqo UK Limited cannot in any way guarantee the timing for the resumption of service.

12 – Technical support

To answer the Internet user's and/or the Advisor'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 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

The adviqo UK Limited 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.

13 - **Obligations and limits of liability of the adviqo UK Limited**

The adviqo UK Limited assumes the obligations relating to its role as an electronic telecommunication operator via the THECIRCLE platform. THECIRCLE therefore has no control over the correctness and truthfulness of the information and advice provided by the Internet user and the provider respectively.

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 assumes no obligations other than those relating to its role as an electronic telecommunications operator. 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/Internet user.

The adviqo UK Limited cannot provide guarantees on the availability or performance of the platform and cannot be held liable for any damage, even indirect, to the Internet 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 Internet 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 Internet 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 Internet 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. The service provided by the adviqo UK Limited 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 the control of the adviqo UK Limited;
- 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 Internet user's and/or Provider's network and any consequences;
- Use of prohibited services or transmission of data contrary to the general conditions of services;
- 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 Internet user and/or the Provider;

- Malfunction of a Tool by the Provider/Internet 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 and the Internet user 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 Advisor and/or third parties of the Service and/or the Transaction.

The Internet 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, the adviqo UK Limited will not be in any way responsible for the use and content of the information disseminated and consulted by the Internet user and the provider.

The Internet 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.

Internet 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 Internet user and the Provider 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 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.

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

THECIRCLE assumes no obligations other than those relating to its role as an electronic telecommunications operator. 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/Internet 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/Internet 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/Internet 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/Internet 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/Internet user is solely responsible for any damage caused by the use of a Tool and it is their responsibility to regularly save 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/Internet 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.

If the provider/user invites third parties, the provider/Internet user is solely responsible for the use of their personal data, TheCircle not being responsible for the contacts made by the Advisor/Internet user, whatever tool is used.

The Advisor undertakes to activate or mask the offers proposed on the platform according to their availability and not to accept orders that they cannot fulfil in the times and in the manner requested.

With the acceptance of the order by the Internet user, the Advisor undertakes to perform and deliver the service within the times agreed with the Internet user.

In the event that the Advisor should be absent from the platform, not activating offers for at least 2 months, or in the case of delays or non-fulfilments in the fulfilment of orders received from the Internet user, the Advisor will be held responsible and liable for penalties such as temporary or definitive suspension from the platform.

14 – Content of the provision

The provider, Advisor, must not suggest invalid, illegal or fraudulent conduct, acts or transactions, contrary to the laws and regulations in force.

The Provider must refrain from any conduct that could damage the image of THECIRCLE, other Advisors or third parties.

The Advisor undertakes to avoid any possible confusion between themself and the adviqo UK Limited, making available to the Internet user, at the start of each service, clear communication about their service, in order to keep it distinct from the Service provided by THECIRCLE.

The Provider undertakes not to make communications containing illegitimate or otherwise offensive content available to users, such as, by way of example but not limited to:

- Communications containing violent or pornographic content or in any case harmful to the person and human dignity and any other value of equality between people and respect and protection of children

and adolescents;
- Messages inciting committing crimes or offences or the consumption of illegal substances;
- Messages that incite discrimination, hatred or violence.

The provider is also expressly prohibited from:

- Any communication of services aimed at minors;
- Any communication related to gambling.

The adviqo UK Limited reserves the right to ask the Advisors to modify any photograph, image, message and any other content offered by them, if not in line with the ethics and characteristics of the TheCircle platform.

In the event of non-compliance, the adviqo UK Limited will have the right to refuse access to the Service and to terminate the contract, subject to compensation for damages.

15 – Promotional communications

In any promotional communication by any means of its performance, the Advisor is required:

- To avoid any possible confusion between one's own performance and the Service rendered by the adviqo UK Limited, an independent entity distinct from the Advisor;
- To provide the Internet user with clear and truthful communication that complies with the disclosure obligations established by law;
- To make the Internet user aware of their exact identity, specifying the content and price of the service and delivery, expressed in euros and gross of all taxes and contributions, whether for a lump sum or for the duration;
- Not to use images or contents of a violent or child pornography nature or harmful to the body or more generally to human dignity and/or contrary to decorum, morality, laws and regulations;
- Not to directly or indirectly advertise products prohibited by law such as, by way of example, but not limited to: alcoholic beverages, tobacco, drugs and services intended for minors;
- Not to advertise or promote the THECIRCLE site without the express written permission of the adviqo UK Limited.

The Advisor undertakes not to:

- Send repeated and unwanted requests to the Internet user,
- Give the Internet user the impression that they can win a prize by taking an action if there are no real prizes or significant benefits,
- Use automatic call or email sending systems to prospect clients without them having given prior authorisation and without indicating contact details to which the Internet user can go to stop these communications without additional costs;
- Use “voice spam” practices to induce the Internet user to call the service independently of their will or to log on to the platform repeatedly, after having ascertained improper or anomalous use by the Internet user.

16 - Conditions of the “10 minutes free” offer

With the “10 minutes free” offer, the Advisor has the opportunity to give away 10 minutes of 100% free consultation. The Advisor will not receive commission on these 10 call minutes.

The Advisor will be able to grant this gift by choosing from clients who:

- have already made at least one payment on the TheCircle.com platform

- have not received other offers from the same Advisor in the previous 30 days

The Advisor can give the offer to a maximum of 3 paying clients per week.

The offer can only be used by the Internet user with the Advisor who sent it and is valid for 1 month. 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 immediately, 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.

17 – Prohibited to publish and send photos and images

The Advisor is required not to take, record or send any image of minors and not to enter into communication with minors on the THECIRCLE platform for any reason or in any way, on pain of termination of the contract by law and subject to compensation for damages.

In particular, the Advisor is required, by way of example but not limited to, to avoid:

- taking, recording or sending of images or representations of minors for the purpose of their dissemination and having a pornographic nature;
- importing, exporting, disseminating and distributing such images or representations by any means;
- the production and dissemination by any means of messages with violent or pornographic content or by nature offensive to human dignity;
- marketing and distributing such content when it is likely to be seen or received by a minor.

The Advisor is also warned and is aware of the criminal consequences they face in respect of the above conduct.

In general, the Advisor undertakes not to record and send images of clients and not to enter into communication with them outside the platform even if requested by them

18 – Reproduction of intellectual works

An Advisor who intends to publish photos on the THECIRCLE site must first obtain the author's consent.

For this purpose, the adviqo UK Limited reserves the right to request any modification of the photos published on the THECIRCLE site, if the Advisor does not provide the author's authorisation or consent or if the adviqo UK Limited receives a communication from the author or their representative.

The adviqo UK Limited reserves the right to conceal, ban or suspend access to the service to an Advisor who publishes unauthorised photos. The provider undertakes 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.

The adviqo UK Limited reserves the right to refuse any photo or image that does not conform to the site's graphic charter, due to the quality, homogeneity and visibility of the photo. In this case, the Advisor will be notified via the THECIRCLE Client Service of the non-compliance of the aforementioned photo and will be obliged to withdraw it without making any objections, otherwise the provider will be temporarily or definitively suspended from accessing the site.

19 – Suspending and deactivating the Advisor account

In relation to the use of the Platform, the Provider undertakes to:

- comply with the terms and conditions indicated in the Contract and in the Advisor Charter;
- not to engage in behaviour that is harmful to laws, regulations, public order, morality and/or the rights of third parties;
- to use the Services in compliance with the intellectual and/or industrial property rights of THECIRCLE or third parties and to guarantee that any personal data processed is legitimately and fully available, does not conflict with mandatory rules and does not breach any third party rights;
- keep the personal codes associated with the Service (login and password) strictly confidential and not disclose them to third parties, thus being responsible for their custody before TheCircle and the Third Parties.

The provider therefore undertakes to ensure that the information disseminated on the THECIRCLE platform does not breach any laws or regulations in force or that they do not need specific authorisations.

In case of doubt, the provider will contact the adviqo UK Limited in advance to verify that its service can be offered on the THECIRCLE platform.

In the event of a breach or alleged violation of even just one of the obligations indicated above, THECIRCLE will have the right to intervene in the forms and ways deemed appropriate to eliminate, where possible, the breach or alleged breach and its effects, and to suspend and/or interrupt and/or disable access to the Services, immediately and without notice in the most serious cases or at the request of the competent authorities, also reserving the right to terminate the contract pursuant to Art. 1456 of the Civil Code and ask for compensation for damages.

The adviqo UK Limited reserves the right to suspend in whole or in part, for a period not exceeding one month, 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 general and special conditions of 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 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 or the provider which breaches or which could breach 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.

The adviqo UK Limited shall inform the Internet user and/or provider, within one month of the suspension, of the deactivation of their Internet user and/or provider accounts.

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 pursuant to and by effect of art. 1456 of the Civil Code and in any case without prejudice to 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 Advisor, 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.

The Internet user and/or the Provider undertake to report the infringement by immediately contacting THECIRCLE at the online 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.

The use of the THECIRCLE platform implies compliance by the Internet 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 Internet 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 to help other users of the platform to choose their Advisor. The review can be left in the 30 days following the consultation.

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

The Internet user can contact the adviqo UK Limited via email at the following address "

The adviqo UK Limited will send one or more subsequent notices to the Internet user who has committed an additional £600 of Credits. For this reason, the adviqo UK Limited recommends the Internet user uses the services in a responsible way, 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.

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

The adviqo UK Limited reserves the right to unilaterally:

- 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.

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.

It is forbidden for the Internet user and the Provider to violate or try to violate the security and integrity of the platform and in particular, by way of example but not limited to:

- Performing 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 unreasonable or disproportionate overload on the platform infrastructure;
- Access or attempt to access data that is not intended to be viewed by the Internet user or the provider;
- Enter or attempt to enter a server or client 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;

- any other acts or facts that may harm the adviqo UK Limited, such as acts of defamation, misappropriation of adviqo UK Limited data, and any other acts or facts that may harm the adviqo UK Limited.

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

The adviqo UK Limited also reserves the right to deactivate the Advisor's account if:

- the Advisor implements commercial practices that could create confusion between the adviqo UK Limited or brand and the Advisor
- the Advisor implements acts of unfair competition (for example by publishing false reviews)
- The Advisor collects personal information without the Internet user's consent

The adviqo UK Limited reserves the right to select providers based on the Advisor's performance on the site and to interrupt access to the platform.

The Internet user and the provider also undertake not to exchange personal contacts while providing the service or subsequently via review and/or email. If contacted directly by the Internet user, outside the THECIRCLE platform, the Provider is required, on pain of legal termination of the contract and subject to compensation for damages, to immediately notify THECIRCLE and to invite the Internet user to contact them again on the THECIRCLE platform, moreover, each provider acknowledges the adviqo UK Limited the right to full compensation in the event of claims following a breach of its obligations with respect to the applicable regulation on the protection of personal data and/or this Contract.

The Provider acknowledges and accepts that it will have nothing to claim from THECIRCLE by way of reimbursement, indemnity or compensation for damages for the measures it has deemed appropriate to adopt.

In any case, the Provider assumes all responsibility for the aforementioned breaches and undertakes to indemnify and hold THECIRCLE harmless from any prejudicial consequence, from all losses, damages, liabilities, costs, charges and expenses, including legal, which may be incurred or suffered by THECIRCLE, as a consequence of any breach by the Provider of the obligations assumed by them and the guarantees given by them with the acceptance of these Conditions or in any case connected to the processing of personal data through the Services provided by THECIRCLE.

20 – Notifications in case of suspension

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 or the provider which breaches or which could breach 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.

The adviqo UK Limited, in addition to suspending the provision of the Service, reserves the right in cases of serious non-fulfilment to terminate the contract by law and in any case without prejudice to 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 Advisor, nor for any damages caused directly or indirectly by the suspension and no indemnity will be due by THECIRCLE.

21 – Liability

The Advisor is solely responsible for the damages and material or immaterial damages caused to the adviqo UK Limited and for all actions, complaints and compensations of which TheCircle may be threatened or be subject to if they are due to the Advisor's breach of third-party rights, an Internet user or another Advisor and/or any civil or criminal infringement committed against a third party, an Internet user or an Advisor or the complaint of an Internet user, a third party or an Advisor whatever the cause.

22 - Change of conditions

adviqo 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 immediately, 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.

23 – 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.

24 – Complaints

In the event of complaints of any kind, the Internet user and the Provider must send their question by post to the following address: adviqo UK Limited, Rue du Cardinal Lemoine no. 45 - 75005 PARIS or by email to Client Services at: contact@thecircle.com.

Each correspondence can be followed by a registered letter with acknowledgement of receipt to be sent to the same address as above, in which the following data must be indicated: last name, first name, postal address and email address.

Complaints will be handled by the adviqo UK Limited within 30 days of receipt of the above communication, subject to the Provider's responsibility to prove that the request has been sent.

25 - Dispute between the Parties

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 due for the Service.

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

In the event of failure to reach an agreement within three months of the request for intervention for an amicable settlement sent to TheCircle, the User and the Provider will be able to initiate, if they wish, the actions they deem most appropriate against the party, Internet uer or Provider, deemed in default.

It is understood that the adviqo UK Limited, a third party with respect to the Transaction between the Internet user and the Provider, 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 User for its Service and to hold THECIRCLE harmless and harmless in this regard from any possible claim by the Internet user and/or third parties, for any direct and/or indirect damage.

26 – Invalidity, clauses and content of the contract

The fact for one of the parties not to enforce the application of one of the clauses of the contract will not be interpreted as a waiver to enforce this clause in the future.

The misunderstanding of a point of a clause of this contract does not imply the invalidity of the clause or 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.

Any agreement or document relating to the provision of the service exchanged before or after signing has no contractual value.

In no case will any breaches and/or behaviour that differ from these Conditions be considered as exceptions to it or tacit acceptances, even if not contested by THECIRCLE. Any inaction by THECIRCLE in exercising or enforcing any right or clause of the Contract does not constitute a waiver of such rights or clauses.

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.

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.

27 – Duties of loyalty and fairness

The Provider must perform the Service in compliance with the ethical duties of the profession to which they belong and, in any case, in compliance with the principles of loyalty, correctness, probity, dignity, decorum, diligence and competence, towards all interested parties and, in particular:

1. *a) With respect to the Internet user*

The Provider undertakes to perform their services conscientiously and diligently, ensuring the quality of the professional service and not accepting assignments that they are unable to carry out with adequate competence.

To this end, the Internet user must not be misled about the content and the service offered whatever the means used.

The Provider undertakes not to unduly use the trust and any situations of dependency or weakness of the Internet user.

The Provider undertakes not to use the private data of a person in its performance without the latter’s consent, as well as to maintain the utmost confidentiality on facts and circumstances learned during the performance of the service even at the end of the service itself.

Each provider is responsible for processing data relating to its users. Unless previously authorised by the Internet user, the Provider undertakes not to use the User's personal data except for the provision of its services or to assert its rights in the event of a dispute with the Internet user.

It is strictly forbidden for the provider to communicate any personal data of the Internet user to a third party, without the Internet user's prior authorisation.

The Advisor must also:

- make the price of the service known;

- accurately indicate their trade name;

- indicate any restrictions on the use of a service.

1. *b) In respect of other providers*

The Service Provider undertakes to act according to the principles of correct and fair competition.

Consequently, it is prohibited for the Provider to intervene on a service or to express negative judgements towards another Provider, as well as to carry out any activity aimed at diverting users to their own advantage, with the intention of prejudicing other Providers (such as: post positive reviews about themself and/or negative about other Advisors, pretending to be an Internet user).

1. *c) In respect of the THECIRCLE operator*

The Provider undertakes to know and comply with the contractual obligations assumed at the time of concluding the agreement and before accessing the THECIRCLE platform.

The Provider undertakes not to implement any defamatory attitude directed directly or indirectly to the adviqo UK Limited.

The Provider undertakes not to provide their personal data to the Internet user during the performance or afterwards, via a review or weekly email or in any other way

The Provider, both during and after the performance of the service, must not in any way maintain direct relationships of any kind with the Internet user client, without the prior written consent of THECIRCLE.

If contacted directly by the Internet user, outside the THECIRCLE platform, the Provider is required, on pain of legal termination of the contract and subject to compensation for damages, to immediately notify THECIRCLE and to invite the Internet user to contact them again on the THECIRCLE platform,

The Advisor's service provision cannot give rise to any defamation, dispute or direct or indirect disparagement of the adviqo UK Limited or its platform.

28 – Intellectual property

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

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

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

All texts, images, icons, drawings, graphics, photographs, programs and other components of its sites, including the site www.TheCircle.com and advisors.thecircle.com are the property of the adviqo UK Limited and are protected by 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.

The adviqo UK Limited reserves the right to prosecute natural or legal persons, third parties, Internet users or providers who have attacked the software and/or components of the sites (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 Provider, 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 Internet user and the Provider will not be able to access the software sources.

The Internet user must be the exclusive owner of the industrial and/or intellectual property rights and of images on: software, databases, photographs, files, sounds, images, videos and/or designs, models, trademarks, etc. - without this list being understood as exhaustive - that the Internet user will communicate to the Advisor for the purpose of the service. The Advisor will not be able to claim any intellectual property rights on these elements.

Upon payment of the service by the Internet user, the Advisor definitively transfers all rights associated with the creation and/or use of the work.

The Advisor therefore renounces as of now to claim any right on intellectual property and the Internet user will have the aforementioned rights in Italy and abroad.

The Advisor declares that the value of the rights described above is to be understood as included in the price agreed and paid for the Service rendered to the Internet user and paid according to the methods described above

29 - Protection of privacy - use of personal data and registrations

It is agreed and informed that the personal data mutually provided will be processed. For the purposes of 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 security and confidentiality and may also be carried out using automated tools designed to save, manage and transmit the results themselves.

The data provided to each other between the parties may be communicated, unless explicitly prohibited.

In relation to the aforementioned processing, the adviqo UK Limited is responsible for processing personal data.

The Provider accepts and acknowledges that the Internet user has the right to access, modify, rectify and object to the processing, and the erasure of data concerning them, as well as to object to the transfer and use of personal data by the provider.

The Provider authorises the adviqo UK Limited to save the exchanges that took place with the Internet user 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.

In relation to the aforementioned processing, the company THECIRCLE is the data controller, who the Parties may contact to exercise their rights.

Likewise, the visitors, Internet user or Provider, 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.

Each visitor has the right to access, modify, rectify and object to the processing and the erasure of data concerning them. To exercise the aforementioned right, the visitor can contact the adviqo UK Limited at the email address contact@thecircle.com or at the postal address adviqo UK limited, TheCircle, 117 Waterhouse Business Park, Chelmsford, CM1 2QE, United Kingdom.

The Parties, Provider 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.

30 - 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.