

Terms & Conditions

1. Information about our Terms & Conditions

- 1.1. Welcome to the terms & conditions for www.theo-tech.co.uk and our Augment PUI software (the “**Terms**”). The Terms will apply to anyone accessing www.theo-tech.co.uk or using Theo Technologies Ltd (henceforth, “Theo Technologies Ltd”, “Theo Tech”, “us”, “we”, “our” etc.) content or Services regardless of the access device, including, but not limited to via mobile phone, world-wide-web, or any other electronic device.
- 1.2. Please read these Terms carefully before using our website or subscribing to our Services as they affect your rights and liabilities under the law and tell you who we are and how we will supply content to you via our newsletter & Augment PUI services (“**Services**”), how you, or we, may change or end your subscription, what to do if there is a problem with our website and other important information.
- 1.3. If you disagree with the Terms, don’t hesitate to contact us or refrain from using our website and Services further. Use of the site constitutes an agreement to these terms & conditions; please refrain from using the site if you disagree.
- 1.4. Some of Theo Technologies Ltd.’s Services may be subject to special terms & conditions, which, once accepted by the User, will hold precedent over these terms & conditions wherever specified.

2. Definitions & Interpretation

- 2.1. The following definitions and rules of interpretation shall apply to these Terms:

Business Day: shall mean a day other than a Saturday, Sunday, or public holiday in England where banks in London are open for business;

Content: all text, software, photos, graphics, computer code, trademarks, logos, artwork, and visual interfaces found on the website www.theo-tech.co.uk;

Intellectual Property Rights: shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, computer code and software, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential

information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Licence: shall refer to any licence (e.g. Windows 10) used in connection with Augment PUI;

Services: all on-site content, purposefully produced by the Supplier for the Customer, including, but not restricted to, our Augment PUI software;

Software: shall refer to any software made available to the User as part of the Services offered by Theo Technologies Ltd;

Subscription: the User's subscription to services in accordance with clause 6;

Subscription Fee: shall mean the charges payable by you for your Subscription to our Augment PUI software in accordance with clause 7;

Subscription Start Date: shall mean the date your Augment PUI cloud pc is put into service or the day you receive your welcome email for our newsletter;

User: shall mean the person or firm who subscribes to the Services provided by the Supplier in accordance with the Terms (also referred to as "you" or "your");

User Default: has the meaning set out in clause 8;

Virtual Machine(s): all the software components of a traditional desktop pc that are hosted on a specialised cloud server rather than conventional hardware;

Welcome Email: has the meaning given to it in clause 6.

2.2. Interpretation

2.2.1. A reference to legislation or a legislative provision:

2.2.1.1. is a reference to it as amended, extended, or re-enacted from time to time; and

2.2.1.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.

2.2.2. Any words following the terms **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition phrase or term preceding those terms.

2.2.3. A reference to **writing** or **written** includes fax and email.

3. Date of Terms

3.1. The Terms were first written on the 24th of June 2022 and will be updated regularly. The Terms should be checked often by all newsletter & software subscribers and generic website visitors. Any changes will be enforced immediately, and your continued use of the site thereafter will be considered 'acceptance' of the updated terms.

4. Capacity

4.1. If you do not reach the minimum legal age required to subscribe to the Services, your parent or legal guardian must give their consent to the Terms.

4.2. By accepting these Terms, you confirm that a parent or legal guardian has given consent or that you have reached the legal age required to consent.

4.3. Theo Technologies Ltd accepts no liability, as outlined in clause 18, for any persons under the minimum legal age who have accepted these Terms without seeking consent from a parent or legal guardian.

4.4. If you are accepting these Terms on behalf of a company or organisation, you represent to us that you have the full legal right to do so and that Theo Technologies Ltd will not be held liable for any issues or damages caused if you don't have legal right.

5. Augment PUI

5.1. Through Augment PUI, Theo Technologies Ltd provides the User access to a remote virtual desktop through a monthly or yearly subscription.

5.2. This Service provides the User with a cloud pc, similar to that of a standard pc (laptop, desktop, smartphone etc.), on which they can install their own files, documents, and software that will be available for use every time they access the Service.

5.3. Your cloud pc can be accessed using several devices, including, but not limited to, laptops, desktops, smartphones, tablets, and smart TVs.

5.4. Liability whilst subscribed to, or using our software, will be covered in clause 18.

6. Basis of the Subscription

6.1. Newsletter Subscription: you will need to complete a sign-up form which will constitute your Subscription. Your Subscription constitutes an offer to us, and we will confirm such acceptance to you by sending you an email confirming that your Subscription has been accepted (“**Welcome Email**”). The contract between the parties will only be formed once you have received the Welcome Email.

6.2. Augment PUI Subscription: you will need to complete a sign-up form, choose your pc type and storage capacity, and checkout, which will constitute your Subscription. Your Subscription constitutes an offer to us, and we will confirm such acceptance to you by sending you an email that confirms that your Subscription has been accepted (“**Welcome Email**”) and that payment has been received (“**Invoice**”). The contract between the parties will only be formed once you have received the Invoice and your Virtual Machine(s) have been created.

7. Subscription Fee & Payment

7.1. The Subscription consists of a set fee, paid in advance, for the creation of your Virtual Machine(s), followed by recurring periodic payments as agreed to by you (the “**Subscription Fee**”). By entering into this Subscription, you acknowledge that you will pay the Subscription Fee, and you can accept responsibility for all recurring Subscription Fees prior to cancellation. Theo Technologies Ltd may submit periodic Subscription Fees (e.g., monthly) without further authorisation from you until you provide prior notice that you have terminated this authorisation or wish to change your payment method. Such notice will not affect any Subscription Fee submitted before Theo Technologies Ltd could reasonably act. Subscription termination can be done through your account settings by deleting your Virtual Machine(s). Switching payment methods without deleting your subscription or Virtual Machine(s) and starting again is possible.

7.2. By subscribing to our Services, you agree to pay recurring periodic subscriptions for an indefinite time until cancelled by you, in accordance with clause 12 below.

8. User Default

8.1. If the Supplier's performance of any of its obligations as set out in these Terms is prevented or delayed by any act or omission by the User, or failure by the User to perform any relevant obligation ("**User Default**"):

8.1.1. Without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend the performance of any of its obligations in each case to the extent the User Default prevents or delays the Supplier's performance of any of its obligations;

8.1.2. The Supplier shall not be liable for any costs or losses sustained or incurred by the User arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8; and

8.1.3. The User shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Privacy Policy

9.1. When using www.theo-tech.co.uk, you agree to the Terms and the cookies and privacy policy, which can be found here (the "**Documents**"). Please read the Documents carefully as they govern your use of our website and our use of your private information.

10. Contact Details

10.1. If you wish to contact us regarding any of the Terms or for any complaints, please email support@theo-tech.co.uk. Please note that any information accrued during communication will not be used to send promotional material.

10.2. All contractual communications between you and Theo Technologies Ltd must be conducted in British English.

11. Registration

11.1. While certain parts of our website are free to access for anyone, some pages require a subscription fee or an investor's login and are therefore only available to users who have registered or invested in us.

11.2. You are not permitted to provide false information whilst registering. This includes but is not limited to providing a false name, date of birth, and email address. Likewise, if we believe that you are impersonating someone else, we may suspend or terminate your account, and we do this at our sole discretion.

11.3. Furthermore, your password should be kept confidential. You are not permitted to share your password with any third parties, and on top of this, third

parties are not permitted to use your account to access our content in an attempt to bypass our registration system. Much like before, should we believe that you are breaching the Terms in this manner, we may suspend or terminate your account.

11.4. You are responsible for any activities on your account, regardless of whether they were made by you or someone else. If you believe someone has gained illegal access to your account, you must inform us immediately.

11.5. Should you default on your monthly Subscription Fee, you will immediately lose access to your virtual machine(s). After thirty days, it will be deleted if no payment is received within that grace period.

12. Cancellation of Registration

12.1. As mentioned previously, if you disagree with the Terms, you must cancel your Subscription and refrain from using our website, as continuing to do so will be considered an acceptance of the Terms.

12.2. You can cancel your Subscription at any time. You will not be charged for any cancellation. You can re-subscribe at any time following your cancellation. Still, we reserve the right not to permit re-subscription where we have previously elected to terminate a Subscription by you.

12.3. Upon cancellation of your Subscription, you will receive a refund for all the days remaining on your account. No refund will be received for days used, regardless of whether you intended your Subscription to renew or not.

13. Termination

13.1. Without affecting any other right or remedy available to it, either party may terminate the Subscription with immediate effect by giving written notice to the other party if:

13.1.1. The other party commits a material breach of any terms of the Subscription and (if such breach is remediable) fails to remedy that breach within 5-7 business days of that party being notified in writing to do so;

13.1.2. The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring event), applying to the court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

13.1.3. The other party suspends or threatens to suspend or ceases or threatens to cease to carry on all or a substantial part of its business.

14. Rules on Conduct

14.1. All content on this site belongs to Theo Technologies Ltd, except clearly marked images, advertisements, and sponsors. We provide you with limited, revocable access to www.theo-tech.co.uk, provided you comply with the terms laid out in the Documents.

14.2. This site can be used for non-commercial use only. Personal and private use of our content is allowed, but only for non-commercial purposes. This restricts, but is not limited to, reproduction or republishing, distributing, modifying, or adapting, and the systematic or regular download or printing of any site content to create an electronic or paper database.

14.3. Any use of our site must be deemed lawful and legitimate, as we withhold the right to suspend, deactivate or deny access to our site any users we believe to be violating the terms and conditions outlined in this document. Infringement or restriction of anyone else's rights of use will also be considered improper and can result in the same consequences.

14.4. Neither general website users nor Subscribers have the right to attempt to access data they do not have permission to access. Nor can they use our content to promote anything unlawful, misleading, fraudulent, or discriminatory – this, again, includes violating other people's rights (Intellectual Property Rights included).

15. User Content

15.1. Any content submitted to us grants us an irrevocable, royalty-free, perpetual, worldwide licence to use, distribute, and publish your content in any way we see fit and, on any platform, henceforth.

15.2. You cannot submit any work that is not original. Nor can you submit work that is offensive, threatening, defamatory or abusive.

15.3. Should a third party wish to make a claim of any kind against your material, you hereby agree that we are allowed to disclose your identity to the third party in question, and Theo Technologies Ltd reserve the right to publish, or not publish, your material depending on how we see fit.

16. Intellectual Property Rights

16.1. All content on the website including, but not restricted to graphics or logos, articles, computer coding, and website designs, are the sole property of Theo Technologies Ltd;

16.2. The User shall not sub-license, assign or otherwise use this content specified in clause 16.1, without written permission from us, Theo Technologies Ltd.

17. E-Commerce, Third-Party Advertising & Software

17.1. Unless clearly specified at the beginning of an article, Theo Technologies Ltd does not endorse any of its third-party adverts and sponsors.

17.2. With the exception of these clearly specified sponsored articles, our articles are not influenced by advertisers and sponsors regardless of whether or not we earn revenue through affiliate links.

17.3. It is the responsibility of the third party to ensure that their adverts do not go against any of our terms and conditions, specifically our section on User Content located above, nor will Theo Technologies Ltd be held accountable for mistakes.

17.4. Likewise, any site visitors accessing these third-party links do so at their own risk. These third parties will have their own set of terms and conditions. We advise anyone accessing these sites to read them thoroughly before continuing to browse or completing an online transaction.

17.5. In order to fulfil our obligations as the Supplier, we, Theo Technologies Ltd, use software and data centres created & hosted by third parties whose details can be found on our website. In accepting these Terms, you are confirming that you have also read and accepted their Terms of Service.

17.6. Theo Technologies Ltd accepts no liability for issues arising from your use or interaction with our third-party affiliates.

18. Disclaimer and Limitations of Liability

18.1. We are not responsible for user or Subscriber satisfaction, information accuracy, contract conformity and or fitness of any particular purpose. None of the information we provide can be considered a form of advice (medical, legal, financial, or otherwise). It cannot be considered a form of inducement or recommendation and should not be relied upon by you, the user or Subscriber, to make any form of investment decision. Any decision, financial or otherwise, should always be discussed with a trained expert.

18.2. Theo Technologies Ltd provides no warranties that our site is virus-free; nor can we guarantee that the site will be available at all times or that use of the site will

be uninterrupted. While we try our hardest to provide a streamlined user experience, we are not liable for any delays or dissatisfaction.

- 18.3. To the extent permitted by UK law, we, Theo Technologies Ltd, are not liable for any damages arising from the use of our site. This includes consequential, indirect or incidental, punitive, special or exemplary damages.
- 18.4. In agreeing to the Terms, you also agree to indemnify Theo Technologies Ltd and its employees for all claims that arise from your own breach of contract or the breach of contract by anyone using your account.
- 18.5. Reference to liability in this clause 18 includes every kind of liability arising under or in connection with the Subscription and/or use of the site, including liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.
- 18.6. Nothing in this clause 15 shall limit the User's payment obligations under your Subscription.
- 18.7. Nothing in the Terms limits any liability which cannot legally be limited, including liability for:
 - 18.7.1. Death or personal injury caused by negligence;
 - 18.7.2. Fraud or fraudulent misrepresentation; and
 - 18.7.3. Breach of the Terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 18.8. Subject to clauses 18.5 & 18.6, this clause 18.8 sets out the types of loss that are wholly excluded:
 - 18.8.1. Loss of profits;
 - 18.8.2. Loss of sale or business;
 - 18.8.3. Loss of agreements or contracts;
 - 18.8.4. Loss of files or documents;
 - 18.8.5. Loss of anticipated savings;
 - 18.8.6. Loss of use or corruption of software, data, or information;
 - 18.8.7. Loss of or damage to goodwill; and
 - 18.8.8. Indirect or consequential loss.

19. No Waiver

- 19.1. If we fail to enforce any aspect of the Terms, this is not because we have issued a waiver. All infringements will be dealt with in order of severity and date.
- 19.2. Suppose we fail, at any time during the term of your Subscription, to insist upon strict performance of any of your obligations or any of these Terms, or we fail

to exercise any of the rights or remedies to which we are entitled pursuant to your Subscription. In that case, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

19.3. A waiver by us of any default will not constitute a waiver of any subsequent default.

19.4. No waiver by us of any of the Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

20. Our Right to Vary the Terms

20.1. We have the right to revise and amend the Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

20.2. You will be subject to the policies and terms and conditions in force at the time that you subscribe to our site unless any change to those policies or these Terms is required to be made by law or governmental authority or we notify you of the change to those policies of these Terms.

21. Governing Law and Jurisdiction

21.1. Theo Technologies Ltd, the company behind www.theo-tech.co.uk, is based in the United Kingdom; therefore, these Terms will be construed in accordance with the laws of England and Wales. Should legal requirements change, these Terms will be swiftly updated, and during the changing period, the Terms affected by the law change will be considered invalid. Everything that is unaffected by the change will remain in full effect.

21.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Subscription or its subject matter or formation.

22. Entire Agreement

22.1. These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangements, understanding or agreement between us relating to the subject matter of any content.

22.2. We each acknowledge that, in agreeing, neither party relies on any representations or warranty (whether made innocently or negligently) will be a breach of contract.

22.3. Nothing in this clause 22 limits or excludes liability for fraud.

23. Severance

23.1. Suppose any provision or part-provision of the Terms is or becomes invalid, illegal, or unenforceable. In that case, it shall be deemed deleted but shall not affect the validity and enforceability of the rest of these Terms. Suppose any provision or part-provision of these Terms is deleted under clause 23. In that case, the parties shall negotiate in good faith to agree on a replacement provision that achieves the intended commercial result of the original provision to the greatest extent possible.

24. Final Points

24.1. Your account is non-transferable, and the rights given to you cannot be shared with anyone else. Furthermore, this agreement does not count as a form of partnership, and neither you nor Theo Technologies Ltd can act on behalf of or in the name of the other.