



T-RISK terms and conditions

We are T-Risk Limited a company registered in England and Wales. Our company registration number is 11665027 and our registered office address is 86-90 Paul St, London EC2A 4NE. Our registered VAT number is 347664.

These are the terms and conditions (“**Terms**”) on which we agree to provide our geopolitical analysis, operations services, document protection services, global positioning services, and other digital services to you including via the T-Risk app, or the Triskel or T-Risk websites (“**Services**”).

Please see our Privacy Policy which explains how we collect and process your personal data in relation to the provision of the Services.

You should read these Terms carefully as your use of the Services constitutes your agreement to these Terms. If you do not agree to these Terms, you should not use the Services.

1. Our services

- 1.1. We will provide our Services to you until any applicable subscription expires (if you are a paid customer for the premium version of T-Risk or Triskel), your account is suspended or deleted, or the Services are cancelled in accordance with these Terms.
- 1.2. Although we provide our Services with reasonable care and skill and aim to provide near-real-time security updates through the T-Risk app, we may be dependent on third party data sources being updated or local reports being received from our personnel in circumstances where they are unable to submit them to us. You may also be unable to access the Services depending on network availability. **You therefore rely on the Services at your own risk. The Services are not intended to replace the need for you to take responsibility for your personal safety.**
- 1.3. In order to use the Services, you will need a compatible device running a compatible version of the device manufacturer’s firmware or browser (though we recommend that you always use current versions for optimal performance).
- 1.4. If you download the T-Risk app onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the phone or other device.
- 1.5. If our Services are interrupted or delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

2. Our intellectual property

- 2.1. We own all registered and unregistered intellectual property rights (including, but not limited to trade marks, design rights, copyright, and patents) in the Services and our websites, apps, and other digital and non-digital publications and content.
- 2.2. We agree to grant you a non-exclusive, royalty-free licence of these rights during the term of your use of the Services, solely for the purpose of receiving and using those Services. You may not link to, frame, publicly display, transmit, sub-license, assign or otherwise transfer or exploit any of the rights granted.

3. Your account

- 3.1. To use our Services, you must register for and maintain an active personal user account. You must be at least 18 years of age, or 13 or older with your parent/guardian's consent to open an account. If you are a parent or guardian and are concerned that we may have inadvertently collected personal data from your child, please notify us by sending an email to operation@triskel.com. Account registration requires you to submit certain personal data to us, including: your name, address, mobile phone number and age. To register a premium services account, you will need to submit a valid card payment method (unless you are provided with access to the Services by your employer or another organisation).
- 3.2. If you upgrade to a premium services account, you will be charged for your contract term on the day you place your order, via the account details you have given us. If we are unable to provide you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.
- 3.3. You agree to maintain accurate, complete, and up-to-date information in your account. If you fail to do so, we may terminate or suspend your access to the Services. You are responsible for all activity on your account. You agree to keep your account username and password secret at all times.

4. Our rights to make changes or cancel our Services

- 4.1. We may make changes to our Services to reflect changes in relevant laws and regulatory requirements in the territories in which we operate; implement technical adjustments and improvements, for example to address a security threat; and at our sole discretion where we have notified you in advance and given you the opportunity to cancel our Services prior to the implementation of these changes.
- 4.2. We reserve the right to discontinue old versions of any applications, websites, portals, or other media used to deliver our Services following any of the changes mentioned in section 3.1.
- 4.3. We may suspend or cancel our Services at any time by writing to you if you breach these Terms, or if you do not make any payment to us when it is due and still fail to make that payment within 30 days of us reminding you.
- 4.4. If we end the contract in accordance with section 4.2, then we will refund any money you have paid in advance for Services we have not provided.

5. Your rights to make changes or to cancel our Services

- 5.1. If you wish to make a change to the way in which our Services are delivered to you, please contact us at operation@triskel.com. We will let you know if the change is possible and charge you for any changes that you accept.
- 5.2. Your statutory right under the Consumer Contracts Regulations gives you fourteen (14) calendar days from after the date that you purchase our Services. We will give you a complete refund if you exercise this statutory right. After that, you may cancel our Services as a premium (paying) customer at any time by giving us written notice via your account page on our websites, or via the T-Risk app. Your premium Services will end on the last day of the month in which you give notice. We will refund any remaining months in your subscription.
- 5.3. You may cancel our Services as a non-paying customer at any time by closing your account via your account page on our websites, or via the T-Risk app. We will email you to confirm the cancellation of your Services and account.
- 5.4. If you are a Triskel customer, you may cancel our Services in accordance with the Triskel Terms and Conditions.
- 5.5. If you are a non-business (consumer) premium (paying) customer based in the European Union (including the United Kingdom), you have a legal right to change your mind within 14 days beginning on the day after the date of your subscription and receive a refund by contacting us at operation@triskel.com. We will make any refunds due to you as soon as possible and in any case within 14 days of your telling us you have changed your mind. Refunds will be paid by the method you used for payment.
- 5.6. If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any Services you have paid for but which have not been provided and you may also be entitled to compensation. The reasons are:
 - 5.6.1. we have told you about an upcoming change to the product or these Terms which you do not agree to (see term 4.1);
 - 5.6.2. we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed; or
 - 5.6.3. you have a legal right to end the contract because of something we have done wrong.

6. Price and payment

- 6.1. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 6.2. We accept payment with Maestro, Mastercard, Visa Debit, Visa Credit, and American Express. When you must pay depends on which of the Services you are buying and the relevant subscription plan.

- 6.3. If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.4. If you are a business customer and you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 6.5. If you are a non-business (consumer) customer, we may charge you for any reasonable costs incurred by us as a result of your failure to make a payment by its due date.
- 6.6. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7. Our liability to you

- 7.1. Nothing in these Terms limits our liability which cannot be legally limited, including: liability for death or personal injury caused by our negligence, and fraud or fraudulent misrepresentation by us.
- 7.2. Subject to section 7.1, if you are a business customer:
 - 7.2.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract between us; and
 - 7.2.2. our total liability to you for all other losses arising under or in connection with the contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the Services in the preceding 12 months.
- 7.3. Subject to section 7.1, if you are a non-business (consumer) customer:
 - 7.3.1. if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process;
 - 7.3.2. if defective digital content which we have provided damages a device or digital content belonging to you and this is caused by our failure to use

reasonable care and skill we will either repair the damage or pay you reasonable compensation. However, we will not be liable for damage which you could have reasonably avoided by following our advice to apply an update offered to you free of charge, or for damage which was caused by you failing to correctly follow instructions or to have in place the minimum system requirements advised by us;

7.3.3. we only supply the products for to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in section 7.2.

8. Specific terms relating to the T-Risk app

8.1. Apple® App Store® Terms: If you have downloaded the T-Risk app from the Apple® App Store®, you acknowledge and agree that:

8.1.1. the agreement set out in these Terms is between you and us, not with Apple Inc. (Apple) and that we are solely responsible for the T-Risk app made available via the Apple® App Store®;

8.1.2. Apple is not responsible for providing any maintenance and support services with respect to the T-Risk app as described in these Terms or as may be required by applicable law;

8.1.3. we are solely responsible for any warranties made in respect of the T-Risk app to the extent not effectively disclaimed under these Terms;

8.1.4. in the event of any failure of the T-Risk app to conform to any applicable warranty, you may notify Apple, and, where applicable, Apple will refund any purchase price for the T-Risk app to you; but to the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the T-Risk app and Apple will not be responsible for addressing any claims relating to the Apps or your possession and/or use of the T-Risk app, including (but not limited to), product liability claims; any claims that the T-Risk app fails to conform to any applicable legal or regulatory requirement; and any claims arising under consumer protection or similar legislation;

8.1.5. Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that the Apps and/or your possession and use of the T-Risk app, infringes that third party's intellectual property rights;

8.1.6. Apple and its subsidiaries are third party beneficiaries of these Terms and, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary; and

8.1.7. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, nor are you listed on any U.S. Government list of prohibited or restricted parties.

- a) Google® Play™ Store Terms: If you have downloaded the T-Risk app from the Google® Play™ Store, you acknowledge and agree that the terms of the [Google® Play™ Developer Distribution Agreement](#) shall override these Terms to the extent that these Terms conflict with the terms of such agreement and that each member Google's group of companies shall be third party beneficiaries of these Terms and may enforce these Terms against you as a third party beneficiary.

9. General terms

- 9.1. We may transfer our rights and obligations under these Terms to another organisation.
- 9.2. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 9.3. This contract is between you and us. No other person shall have any rights to enforce any of its Terms.
- 9.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 9.6. Where permitted by the laws of the country in which you reside, you and we agree that each of us may bring claims against the other only in an individual capacity and not as claimant/complainant/plaintiff in any purported class or representative action. Unless you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a class or representative action.
- 9.7. Unless otherwise required by the laws of the country in which you reside or in which you are registered, these Terms are governed by English law (without regard to choose or conflict of law principles).
- 9.8. Unless otherwise requires by the laws of the country in which you reside or in which you are registered, if you are a business customer, you may only bring legal proceedings in respect of the products in the English courts. If you are a non-business (consumer) customer and live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts and if you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. We do not accept any codes of conduct as mandatory in connection with these Terms.