WEBSITE TERMS OF USE

Effective Date: 19th November 2024

Welcome to the Ping Services Ltd website, (the "Website") www.ping-services.com. By accessing or using this Website, you agree to comply with these Terms of Use ("Terms"). If you do not agree, you must not use this Website. These Terms govern your access to and use of this Website, including any content, functionality, and services offered on or through it.

1. ACCEPTANCE OF TERMS

By using this Website, you represent that:

- You are at least 18 years old.
- You agree to be bound by these Terms and any applicable laws and regulations.

Ping Services Ltd ("we," "our," or "us") reserves the right to modify these Terms at any time. Changes will be effective immediately upon posting. Your continued use of the Website signifies your acceptance of any updated Terms.

2. INTELLECTUAL PROPERTY RIGHTS

All content on this Website, including but not limited to text, graphics, images, designs, logos, videos, audio, software, and data compilations, is owned by Ping Services Ltd or licensed to us.

- You may not reproduce, distribute, modify, create derivative works, publicly display, or otherwise exploit any content without our prior written consent.
- Any unauthorized use of intellectual property may result in legal action.

3. USER CONDUCT

When using our Website, you agree:

- Not to use the Website for unlawful purposes or activities.
- Not to post or transmit any material that is defamatory, obscene, infringing, harassing, or otherwise objectionable.
- Not to engage in unauthorized access, hacking, or interference with the Website's functionality or any server hosting it.
- Not to upload or distribute malware, viruses, or other harmful software.

4. ACCOUNT REGISTRATION (IF APPLICABLE)

If you are required to create an account:

- You agree to provide accurate and current information.
- You are responsible for maintaining the confidentiality of your login credentials.
- You accept responsibility for all activities that occur under your account.

We reserve the right to terminate accounts or restrict access to the Website at our sole discretion.

5. DISCLAIMER OF WARRANTIES

The Website is provided "as is" and "as available."

- We make no warranties, express or implied, regarding the Website's availability, functionality, or accuracy.
- We disclaim all implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

6. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Ping Services Ltd shall not be liable for any direct, indirect, incidental, consequential, or punitive damages resulting from your use of, or inability to use, the Website.
- We are not responsible for third-party links, content, or services accessed through the Website.

7. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Ping Services Ltd and its affiliates, officers, employees, agents, and licensors from any claims, damages, losses, or expenses (including legal fees) arising from:

- Your violation of these Terms.
- Your use of the Website or reliance on its content.
- Your violation of any third-party rights.

8. THIRD-PARTY LINKS

This Website may contain links to third-party websites. These links are provided for convenience only.

- Ping Services Ltd does not endorse or take responsibility for third-party content, services, or privacy practices.
- Access third-party links at your own risk.

9. PRIVACY POLICY

Your use of this Website is also governed by our <u>Privacy Policy</u>. By using the Website, you consent to our collection, use, and disclosure of your personal information as outlined in the Privacy Policy.

10. TERMINATION OF USE

We reserve the right to terminate or suspend access to the Website at any time, without notice, for any reason, including breach of these Terms.

11. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by the laws of England and Wales.

- Any disputes shall be resolved exclusively in the courts of England and Wales.
- You agree to waive any objections based on jurisdiction or venue.

12. SEVERABILITY

If any provision of these Terms is deemed invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.

13. ENTIRE AGREEMENT

These Terms, along with our Privacy Policy, constitute the entire agreement between you and Ping Services Ltd concerning your use of the Website, superseding any prior agreements.

14. CONTACT US

If you have questions or concerns about these Terms, please contact us at:

Ping Services Ltd

support@ping-services.com