

TRICIO SUBSCRIPTION SERVICES

GENERAL TERMS AND CONDITIONS (“TERMS & CONDITIONS”)

Date: 30 June 2020

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms & Conditions.

Authorised Users means those employees of the Customer, who the Customer authorises to use and to receive Tricio Insight or other Subscription Services provided by Tricio, including any written Reports and Data, and Confidential Information, as set out in these Terms & Conditions and Service Schedule, or amended from time to time;

Confidential Information means the Reports and Data, presentations, audio and/or video recording (unless published by Tricio) and all other content delivered as part of the Subscription Services from Tricio;

Customer is a professional client or eligible counterparty as defined in COBS 3.5 and 3.6 of the FCA Handbook, who has agreed and confirmed to purchase the Service provided by Tricio. A retail customer as defined under COB 3.4 cannot be a Customer;

Permitted Purpose for the Subscription Service is set out in the Service Schedule;

Reports and Data means the reports, data, forecasts, analysis, publications, databases, analytical tools, presentations including webinars and podcasts, and any other information accessible by, or delivered to, the Customer as part of the Subscription Services but excluding the Tricio CIO and other Consulting Services or specialist/bespoke services;

Specified Terms, Subscription Fees and Subscription Term their meanings can be found in the Service Schedule;

Subscription Services means the Tricio Insights and any other similar services offered by Tricio from time to time;

Tricio means Tricio Investment Advisors Limited;

Tricio Insights is one of the Subscription Services provided by Tricio, further details of which are set out in the Service Schedule;

User Details means the username and password data, and other data including (but not limited to) payment card details that may be used by the Customer or its Authorised Users to purchase, change and access the Subscription Services; and

User Subscriptions means the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle the Authorised Users to access and use the Subscription Services in accordance with these Terms & Conditions and the Service Schedule.

1.2 Interpretation

(i) Headings shall not affect the interpretation of these Terms & Conditions

(ii) A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision

- (iii) Any words that follow include, includes, including, in particular or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
- (iv) A reference to writing or written includes e-mail and attached documents
- (v) These Terms & Conditions and the related Service Schedule should be treated as one complete document for all terms and conditions for the Subscription Service. Unless specified otherwise, in this document the words Terms & Conditions represents both these Terms & Conditions and the related Service Schedule.

2. GENERAL

By subscribing for the Subscription Service, the Customer accepts these Terms & Conditions and the corresponding Service Schedule. The Customer is deemed to have subscribed for the Subscription Services only once they have received confirmation from Tricio. These Terms & Conditions govern the Subscription Services offered by Tricio.

3. USER SUBSCRIPTIONS

- 3.1 Subject to payment by the Customer under these Terms & Conditions and to any other additional terms provided in the Service Schedule or any addendums, Tricio hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licenses, to permit the Authorised Users to use the Subscription Services during the Subscription Term solely for the Permitted Purpose as stated in the Service Schedule and subject to clauses 4.1.1 and 4.1.2.
- 3.2 In relation to the Authorised Users, the Customer undertakes that:
 - a. it will, and will procure that the Authorised Users shall keep confidential and not under any circumstances share passwords or access details to the Subscription Services with anyone (including Customer's employees, officers, agents or contractors);
 - b. it shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and shall promptly notify Tricio in the event of any such unauthorised access or use.
- 3.3 The Customer acknowledges and agrees that (i) Tricio reserves the right to limit the number of Authorised Users who receive the Subscription Service, and (ii) the Customer may need to agree to pay additional Subscription Fees to increase the number of Authorised Users.
- 3.4 In signing up for the Subscription Service, the Customer has confirmed that they have read, understood and agreed to Tricio's privacy policy [[URL here](#)].

4. SCOPE OF LICENSE

- 4.1 Permitted use
 - 4.1.1 The Subscription Services are only used by the Customer and its Authorised User for the Customer's benefits only
 - 4.1.2 Each Authorised User may use the Subscription Services during the Subscription Term for the Permitted Purpose as stated in the Service Schedule and in the following ways only:
 - a. to browse and search the Subscription Services and to display the Reports and Data and any Confidential Information on screen;
 - b. to make and save digital copies of the Reports and Data and any Confidential Information in any of the formats supported by the Subscription Services and to access and retrieve such copies;
 - c. to print out copies of the Reports and Data and any Confidential Information and to make photocopies of such print-outs
- 4.2 Prohibited use
 - 4.2.1 The Customer shall not:

- a. access all or any part of the Subscription Services in order to develop, support, create or provide pricing for a product or service which competes with Tricio including the Subscription Services;
- b. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription Services available to any third party except the Authorised Users; or
- c. attempt to obtain, or assist third parties in obtaining, access to the Subscription Services, other than as provided under this clause 4.

4.3 The rights provided under this clause 4 are granted to the Customer only and not to any subsidiary or holding company of the Customer.

5. SUBSCRIPTION SERVICES

Tricio shall use commercially reasonable endeavours to make the Subscription Services available to Customers on the agreed upon schedule, except for any maintenance required.

6. TRICIO'S OBLIGATIONS

6.1 Tricio undertakes that the Subscription Services will be performed with reasonable skill and care.

6.2 Notwithstanding clause 6.1, Tricio:

- a. does not warrant that the Customer's use of the Subscription Services will be uninterrupted or error-free; that the Subscription Services obtained by the Customer will meet the Customer's requirements; or that Tricio's software or that of Third Parties used in the production and distribution of the Subscription Services will be free from vulnerabilities; and
- b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Subscription Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 Tricio undertakes to comply with the relevant provisions in the data protection provisions in Appendix 1 [URL HERE] and the relevant provisions in Tricio's privacy policy [URL HERE]

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

- a. provide Tricio with all necessary co-operation in relation to these Terms & Conditions and the related Service Schedule in order to provide the Subscription Services, including but not limited to User Details, comply with all applicable laws and regulations with respect to its activities under these Terms & Conditions and the related Service Schedule;
- b. carry out all other Customer responsibilities set out in these Terms & Conditions and the related Service Schedule in a timely and efficient manner;
- c. not permit (and will take steps to prevent) its Authorised Users from exploiting or using the Subscription Services for their own individual benefits
- d. ensure that the Authorised Users use the Subscription Services and the Reports and Data in accordance with the Terms & Conditions and related Service Schedule, and shall be responsible for any Authorised User's breach;
- e. comply with the data protection provisions set out in Appendix 1 (URL HERE);

8. CHARGES AND PAYMENT

- 8.1 Customer shall pay the Subscription Fees to Tricio for the User Subscriptions in accordance with this clause 8 and the Service Schedule.
- 8.2 If Tricio has not received payment by the relevant Due Dates as stated in the Service Schedule, without prejudice to any other rights and remedies of Tricio and without liability to the Customer, Tricio may:
- a. disable the Customer's access to all or part of the Subscription Services and Tricio shall be under no obligation to provide any or all of the Subscription Services while the invoice(s) concerned remains unpaid and the Customer shall continue to be charged for the Subscription Fees during any period of suspension; and
 - b. charge interest on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.3 All amounts and fees stated or referred to in these Terms & Conditions and related Service Schedule are non-cancellable and non-refundable.
- 8.4 Tricio reserves the right to vary the specification of the Subscription Service as detailed in the Service Schedule.
- 8.5 From time to time, Tricio may offer free trial to some or all of the Subscription Services ("Free Trial"). Customers who opt for Free Trial will get those Subscription Services free of charge over a period that Tricio agrees to;
- a. During the Free Trial period, all the provisions in the Terms & Conditions of this Agreement and the related Service Schedule apply (except for clauses 8.1, 8.2 and 8.3 in the Terms & Conditions and other clauses as specified in the Service Schedule);
 - b. After the period of Free Trial ends, Customers will automatically be registered by Tricio as a Customer, where this Agreement and the provisions in the Service Schedule, including Subscription Fees, Subscriptions Terms and Cancellations will apply in full;
 - c. Customers must inform Tricio at least one calendar month before the end of the Free Trial period if they do not want to become a Customer for that Subscription Service. If the Customer fails to give the cancellation notice as required, the Customer will automatically be enrolled into the Subscription Service for a fixed time period of the Subscription Term as stated in the Service Schedule, with full fees payable;
 - d. Unless agreed in writing with Tricio, Customers who have previously opted in for Free Trial will not be able to participate in another Free Trial in future, for the same or different Subscription Services;
 - e. Tricio does not guarantee availability of Free Trial at all times; and
 - f. Tricio may withdraw or suspend the Free Trial at any time as its sole discretion. If Tricio withdraws the Free Trial from the Customer during the period of its Free Trial usage, clause 8.5b does not apply.

9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that Tricio and/or its licensors own all intellectual property rights in the Subscription Service, including any Reports and Data and other relevant materials prepared for the Customer. Except as expressly stated herein, Tricio does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Subscription Services.
- 9.2 Tricio confirms that it has all the rights in relation to the Subscription Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms & Conditions and related Service Schedule.

9.3 The Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of all User Details.

10. CONFIDENTIALITY

- 10.1 At all times during the Subscription Term the Customer shall, and shall cause its officers, directors, employees and agents to, keep confidential and not publish or otherwise disclose and not use, directly or indirectly, for any purpose any Confidential Information, except to the extent such disclosure or use is expressly permitted by these Terms & Conditions; is reasonably necessary for the performance of this Agreement; or is required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.2 This clause 10 shall survive termination of this Agreement, however arising.

11. LIMITATION OF LIABILITY

- 11.1 Except as expressly and specifically provided in these Terms & Conditions and related Service Schedules:
- a. Tricio does not warrant the accuracy of its measurements and forecasts and will not be liable for the contents of any of the foregoing or for the reliance by the Customer on any of the foregoing;
 - b. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms & Conditions and related Service Schedules; and
 - c. the Subscription Services, including but not limited to any Report and Data, are provided to the Customer on an "as is" basis.
- 11.2 Nothing in these Terms & Conditions and related Service Schedules exclude the liability of either party:
- a. for death or personal injury caused by such party's negligence; or
 - b. for fraud or fraudulent misrepresentation; and
 - c. anything that may not be excluded under applicable laws.
- 11.3 Subject to clauses 11.1 and 11.2:
- a. Tricio shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms & Conditions and related Service Schedule; and
 - b. Tricio's total aggregate liability to a Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms & Conditions and related Service Schedule shall be limited to the total Subscription Fees received from a Customer during the 3 months immediately preceding the date on which the claim arose.

12. TERM AND TERMINATION

- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Subscription Service with immediate effect by giving written notice to the other party if:
- a. the other party fails to pay any amount due under these Terms & Conditions and related Service Schedule on the due date for payment and remains in default not less than 30 calendar days after being notified in writing to make such payment;
 - b. the other party commits a material breach of any other term of these Terms & Conditions and related Service Schedule which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being

notified in writing to do so. Any breach in proprietary rights (Clause 9) or confidentiality (Clause 10) will be deemed as a irremediable material breach; or

- c. the other party repeatedly breaches any of the terms of these Terms & Conditions and related Service Schedule.
- 12.2 On termination of this Subscription Service for any reason:
- a. all licenses granted under these Terms & Conditions and related Service Schedule shall immediately terminate and the Customer shall immediately cease all use of the Subscription Services;
 - b. the Customer shall pay to Tricio any amounts due to it under these Terms & Conditions and related Service Schedule; and
 - c. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, shall not be affected or prejudiced.

13. CHANGES TO TERMS & CONDITIONS AND SERVICE SCHEDULE

- 13.1 Changes to these Terms. & Conditions and/or the Service Schedule may be made by Tricio at any time at its sole discretion. Subject to clause 13.2, such changes will not give rise to any termination rights under these Terms & Conditions. Any changes in the Terms & Conditions and Service Schedule will be effected by updating the Terms & Conditions and Service Schedule on [www.tricio-advisors.com/\[URL\]](http://www.tricio-advisors.com/[URL]). Tricio is not under any obligation to notify Customers about these changes by other means.
- 13.2 Tricio may change the Subscription Fee for its Subscription Services when the Customer renews for a new Subscription Term. Such changes will be notified in writing to its Customers ("Change Notice") by a minimum of six weeks before end of the Subscription Term. Any such change shall be effective from the start of the next Subscription Period. Where the Customer receives the Change Notice but disagrees with the change, the Customer may give notice to terminate the Subscription Service by giving such notice of termination at least one calendar month before the end of the current Subscription Term.

14. MISCELLANEOUS

- 14.1 **Publicity.** Except as expressly set out above, the Customer shall not mention or otherwise use any name, trade mark or trade name of Tricio or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of Tricio.
- 14.2 **Force Majeure.** Tricio shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents. Such acts will also include but not limited to acts of God, earthquakes, floods, pandemic, riots, terrorist attack, civil arrests.
- 14.3 **Assignment.** The Customer shall not, without the prior written consent of Tricio, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this these Terms & Conditions. Tricio may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms & Conditions.
- 14.4 **Non-waiver.** No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.
- 14.5 **Notices.** All notices given under these Terms & Conditions must be in writing and must be sent to the address of the intended recipient as recorded by both parties when the Customers confirmed to purchase the Subscription Service, or any other address which the intended recipient may from time to time designate by notice given in accordance with the provisions of this clause. Any such notice must be delivered by courier, by first class

or airmail post or by email and will be deemed to have been served if by courier, 3 UK Business Days after sending; if by first class post, 2 UK Business Days after sending; if by airmail, 5 UK Business Days after sending; and if sent by email, at the time of transmission, provided the sender does not receive a notification that the transmission was unsuccessful.

- 14.6 **Law and Jurisdiction.** These Terms & Conditions and Service Schedules, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms & Conditions and Service Schedules or its subject matter or formation, except that either party may apply to a court of competent jurisdiction for emergency or interim relief.

APPENDIX 1 DATA PROTECTION

A.1. DEFINED TERMS

Data Protection Legislation means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

Terms & Conditions: refers to the Terms & Conditions and related Service Schedule where this Appendix 1 forms part of. For the avoidance of doubt, all capitalised terms in this Appendix 1 will follow the same meanings as in the Terms & Conditions and related Service Schedule.

A.2. DATA PROCESSING

A.2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph A.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

A.2.2 The parties acknowledge that:

- a. if Tricio processes any personal data on the Customer's behalf when performing its obligations under these Terms & Conditions, the Customer is the controller and Tricio is the processor for the purposes of the Data Protection Legislation; and
- b. the table below sets out the scope, nature and purpose of processing by Tricio, the duration of the processing and the types of personal data and categories of data subject.

Scope and purpose of processing:	Providing the Subscription Services to the Customer and its Authorised Users.
Nature of processing:	Collection, storage, verification.
Duration of processing:	During the Subscription Term and after, in accordance with our Privacy Policy
Types of Personal Data:	Names, user names, passwords, records of accessing the Subscription Services
Categories of Data Subjects:	Authorised Users of the Subscription Services.

A.2.3 Without prejudice to the generality of paragraph A.2.1 above, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Tricio.

A.2.4 Without prejudice to the generality of paragraph A.2.1, Tricio shall, in relation to any personal data processed in connection with the performance by Tricio of its obligations under these Terms & Conditions:

- a. process that personal data only on the documented written instructions of the Customer (including these Terms & Conditions and related Service Schedule), unless Tricio is required by UK, EU or Member State laws to process personal data, in which case Tricio shall promptly notify the Customer of this before performing the processing unless those laws prohibit Tricio from so notifying the Customer;
- b. do our best in not transferring any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - i. the Customer or Tricio has provided appropriate safeguards in relation to the transfer;
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. Tricio complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - iv. Tricio complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- c. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- d. notify the Customer without undue delay on becoming aware of a personal data breach;
- e. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination or cancellation of the Subscription Service unless required by applicable law to store the personal data (and for these purposes the term delete shall mean to put such data beyond use); and
- f. on request, demonstrate its compliance with this paragraph 2 to Appendix 1 and immediately inform the Customer if, in the opinion of Tricio, an instruction infringes the Data Protection Legislation; and
- g. allow for and contribute to audits by the Customer or the Customer's designated auditor in so far as relevant to the personal data processed by Tricio pursuant to these Terms & Conditions and the related Service Schedule in the following manner:
 - i. Tricio will respond to reasonable queries raised by the Customer or the Customer's designated auditor regarding the processing of personal data on the Customer's behalf.
 - ii. In the event the Customer reasonably considers that the responses provided by Tricio necessitate further analysis, Tricio shall, in respect of any of its sub-processors such as any cloud hosting providers make available such security information which is made available by them (and Customer acknowledges and agrees that Tricio is not able to allow for more extensive audits in this regard), and in respect of its

own facilities used for the processing of such personal data, allow for the relevant audit provided that at all times:

1. information acquired during any such audit shall be treated as Tricio's confidential information; and
2. any audit must only be carried out during regular business hours, with at least 30 calendar days' prior written notice, and with minimum disruption to Tricio.

A.2.5 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

A.2.6 The Customer consents to Tricio appointing third-party processors of personal data under these Terms & Conditions and the related Service Schedule. Tricio confirms that it has entered or (as the case may be) will enter a written agreement with any third-party processor into incorporating terms which are substantially similar to those set out in this paragraph A.2. As between the Customer and Tricio, Tricio shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

Subscription Service Schedule (“Service Schedule”)

Tricio Insights

Scope

The clauses and provisions outlined in this Service Schedule is for the Tricio Insights service (thereafter “the Service”). The Service Schedule needs to be read in conjunction with the Tricio Subscription Services General Terms & Conditions (“Terms & Conditions”). Both the Terms & Conditions and the Service Schedule should be interpreted as one document that governs the relationship between Tricio Investment Advisors Limited (“Tricio”) and the Customer, as defined below.

Customer

A professional client or eligible counterparty (thereafter “Intended Recipient”) as defined in COBS 3.5 and 3.6 of the FCA Handbook, who has agreed and confirmed to purchase the Service provided by Tricio. The agreement and confirmation can be done online through Tricio’s website or through other affiliated service providers.

For the avoidance of doubt, Customers will include those who sign up for the Service under any Free Trial offer from Tricio as in clause 8.5 of the Terms & Conditions. A retail customer as defined under COB 3.4 cannot be a Customer.

Permitted Purpose

The Service provided by Tricio, as described below under Specification of the Service, is aimed to be received and used by an Intended Recipient. All materials, reports, publications, online materials including video and audio files, and other information as described in the Terms & Conditions that are provided by Tricio under this Service (thereafter “Published Materials”) will be used in by the Customer internally for its own business, including as support to the Customer’s own investment and advisory activities.

The Published Materials are not classified as financial promotions under COBS 4. Any Published Materials cannot be used in part or in whole by the Customer in its own financial promotions and other client communications without prior approval from Tricio.

The contents of the Published Materials are not construed as investment advice. They are not intended for retail clients as defined in COBS 3.4. The Customer warrants that they will not pass any Published Materials to a retail client at any time, by any means and in any form. The Published Materials are general information for professional clients and eligible counterparties who can make investment decisions without advice. We do not accept any liability for any loss or damage which would incur on a Customer acting or not acting as a result of reading any of the Published Materials. You as the Customer acknowledge that you use the information that Tricio provide as your own risk.

The Customer also warrants that the Service will be used at all times by its Authorised Users in accordance to these purposes and the provisions in the Terms & Conditions.

Specification of the Service

The Service specified here is for the Tricio Insights service. For this Service, Tricio agrees to supply the following publications:

- *Weekly Talking Points* (at least 50 times annually)
- *Tricio Monthly Insights* (12 times annually)
- *Economics for Investment* (4 times annually)
- Video webcasts, podcasts and similar multi-media materials (at least 12 annually)

All the above Published Materials will be delivered online, based on the User Details provided by the Customer and its Authorised Users from time to time. Note that the above frequency of publications of these Published Materials are estimates only.

The Customer should note that Clause 8.4 in Terms & Conditions also apply to the above Specifications.

Subscription Fees

Customers can choose to pay monthly or annually. The Subscription Fees will be different for these two types of Customers. The current Subscription Fee that will be applied can be found in [tricio-advisors.com], when the Customer subscribes for the Service online, and when the Customer renews the subscription of the Service.

All Subscription Fees will be paid in advance (see Due Dates below). Unless otherwise agreed in advance by Tricio in writing, the Subscription Fees will be collected automatically on each Due Date using the User Details provided by the Customer.

If the Customer has signed up for any Free Trial offered by Tricio, the Customer does not need to pay any Subscription Fee during the Free Trial period. Details can be found in Clause 8.5 in the Terms & Conditions.

Tricio will be using third party service providers to help processing the subscriptions and collection of Subscription Fees. Customers should refer to the terms and conditions from these third party service providers that are made available by Tricio when they subscribe for the Service. Customers should also take note of terms and conditions on the payment cards or payment service providers that they use. For the services used by these third party service providers (as selected by Tricio or the Customer), Tricio will not be responsible and liable for their service problems, errors, technical issues and any resulting financial losses incurred by the Customer.

Subscription Terms

The minimum Subscription Term is 12 months, which will be renewed for a full 12 month term automatically at the end of the term unless Customer cancels the Service according to the provisions found in the Cancellation section below.

The start date of the Subscription Term will be the date when the first Subscription Fee has been received by Tricio. Once the receipt of payment has been confirmed, Tricio will confirm to the Customer the start date of the Subscription Term to the Customer.

For those Customers who subscribe with Free Trial, the start date of the Subscription Term will be the first UK Business Day following the end of the Free Trial period.

Due Dates

For Customers who opt to pay monthly, the Due Dates will be the monthly calendar date following the start date. For example, after paying the first monthly payment on start date, the next monthly payment will be due one calendar month after the start date.

For Customers who opt to pay annually, the Due Dates will be the calendar date every 12 months after the start date.

Cancellation

Customers can cancel their subscription with a minimum of one month's notice before the end of the Subscription Term. For the avoidance of doubt, cancellation notifications submitted by Customers to Tricio will only take effect at the end of the current Subscription Term. Customers will not get any refunds on the Subscription Fees that were paid in advance.