95 Cromwell Road, Second Floor, London, SW7 4DL, United Kingdom
www.onyxcapitalgroup.com

# TERMS OF BUSINESS

# THE OFFICIALS

## 1 About us

We are Onyx Capital Technology Limited ("**OCTL**"), a company registered in the England and Wales under company number:14488604. Our registered office is at: 95 Cromwell Road, Second Floor, United Kingdom, SW7 4DL.

## 2 How to contact us

You can contact us by sending an email to support@flux.live or calling us on +44 (0) 208 154 9880.

## 3 Definitions

For the purposes of these terms:

**Authorised User(s):** Refers to the individual (or individuals depending on the Subscription Plan) who are authorised by the Subscriber to access The Officials.

**The Officials**: Refers to OCTL's online publication and associated Telegram channel, which provide market commentary and benchmark analysis on global oil markets.

**Subscriber**: Refers to any individual or entity that enters into a subscription contract with OCTL under these Terms.

**Subscription Plan**: Refers to the specific subscription type selected by the Subscriber, as set out at the time of purchase.

**User Subscriptions:** the user subscriptions purchased by the Subscriber which entitle Authorised Users to access and use The Officials in accordance with these terms.

## 4 These terms

4.1 These terms govern your Subscription Plan to The Officials. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.

4.2 Any reference to '**we**', '**us**' or '**our**' in these terms is to OCTL, and any reference to '**you**' or '**your**' is to the Subscriber and if the Subscriber is an entity includes the individual placing an order on behalf of the Subscriber.

4.3 You must be at least 18 years old to place an order on our site. If you are an individual placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

4.4 We may make changes to these terms at any time at our sole discretion.

4.5 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

## 5 Subscription orders

5.1 Please check your subscription order carefully and correct any errors before you submit it to us.

5.2 Your order is an offer to sign up to a Subscription Plan for The Officials from us on these terms. Confirmation that your order has been successfully submitted does not mean that your order has been accepted by us.

5.3 Acceptance of your order by us takes place when we send you an order confirmation email, at which point a legally binding contract is formed between you and us on these terms.

5.4 If we do not accept your order, for example because we have been unable to take payment, The Officials is unavailable, you are under 18, or there has been a mistake regarding the pricing or description of The Officials, we will email you using the details you provided when you placed your order and provide you with a refund if payment has already been taken. We have the right to reject any order for any reason.

## 6 Term

By signing up to a Subscription Plan, you agree to the automatic renewal of your Subscription Plan at the intervals and at the price specified in the Subscription Plan you selected at the time of purchase unless and until either you or we amend, cancel or end the Subscription Plan in accordance with these terms.

## 7 Tax

7.1 All fees and charges are exclusive of any applicable taxes, levies, duties, or similar governmental assessments, including value-added tax ("**VAT**"), (collectively, "**Taxes**").

7.2 Where required by law, we will calculate, collect, and remit Taxes on your behalf at checkout or in connection with your subscription payments. The specific Taxes charged may depend on your billing information and the jurisdiction in which you are located.

7.3 In jurisdictions where we are not legally required to collect Taxes, you are responsible for determining and paying any Taxes that apply to your purchases. You remain solely responsible for compliance with tax obligations in your country, state, or locality.

7.4 You agree to provide accurate, complete, and up-to-date tax information (including VAT registration numbers or exemption certificates, if applicable). If such information is determined to be invalid, we may charge you the applicable Taxes, and you will be responsible for any related penalties or interest.

## 8 Making changes to your Subscription Plan

If you would like to make any changes to your Subscription Plan after you have submitted it, you may do so via our subscription management portal on Stripe, or by contacting us as soon as possible and we will let you know if it is possible to change your Subscription Plan.

## 9 Availability

We cannot guarantee that The Officials will be available at any given time, or that access to The Officials will be uninterrupted, error free or secure. For example, access to The Officials may be temporarily unavailable while we carry out maintenance or for other technical reasons.

## 10 Permission to use The Officials

10.1 We grant you a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised User(s) to access and use The Officials during the Subscription Term provided you follow all of the rules in these terms.

10.2 In relation to the Authorised User(s), you undertake that:

10.2.1 the maximum number of Authorised Users you authorise to access and use The Officials shall not exceed the number of User Subscriptions you purchased in your Subscription Plan;

10.2.2 you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless you have reassigned it in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use of The Officials; and

10.2.3 you shall maintain a written, up to date list of current Authorised Users and provide such list to OCTL within 5 Business Days of OCTL's written request at any time or times.

10.3 You shall use best endeavours to prevent any unauthorised access to, or use of, The Officials and, in the event of any such unauthorised access or use, you shall promptly notify OCTL.

10.4 For the avoidance of doubt, unauthorised access shall include access to any e-mails, social messenger messages or communications or any other means deliberately or systematically forwarded or copied by you or any Authorised User for the purpose of sharing The Officials or any part thereof with unauthorised third parties.

10.5 The rights provided under this clause 10 are granted to the Subscriber only and shall not be considered granted to any subsidiary or holding company of the Subscriber.

10.6 You shall not:

10.6.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these terms:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or deliberately or systematically distribute all or any portion of The Officials in any form or media or by any means, provided that incidental forwarding of the individual messages via the native functionality of the Telegram platform shall not of itself constitute a breach of this clause; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of The Officials; or

10.6.2 use all or any part of The Officials in order to build a product or service which competes with The Officials; or

10.6.3 use The Officials to provide services to third parties; or

10.6.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make The Officials available to any third party except the Authorised Users.

10.7 You do not own The Officials or any of its contents but you may use it as set out in these terms. You are not allowed to pretend that The Officials is your own or make it available to others to download or use.

10.8 The Subscriber acknowledges and agrees that OCTL and/or its licensors own all intellectual property rights in The Officials. Except as expressly stated herein, these terms do not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of The Officials.

10.9 If you do not comply with any term in this clause 10, we have the right to end our contract with you immediately by sending an email to the address you provided when you placed your order.

10.10 If we end our contract with you in accordance with clause 10.9:

10.10.1 you will not be entitled to a refund;

10.10.2 you must immediately stop using The Officials;

10.10.3 we may remotely block your access to The Officials;

10.10.4 you must delete or remove The Officials from any devices; and

10.10.5 we may delete or suspend access to your account.

10.11 On termination of the Subscription Plan for any reason all licences granted under these terms shall immediately terminate and the Subscriber shall, and shall procure that all Authorised Users shall, immediately cease all use of The Officials.

**11 Prices**

11.1 Prices for The Officials are set out on our site. All prices are in US dollars ($)(USD).

12 Prices for our Subscription Plans, may change at any time. We will provide you with a minimum of 30 days' notice ahead of any change to the price of your Subscription Plan. This will allow you to cancel your Subscription Plan within the notice period should you not wish to continue with automatic renewal at the revised price.

**13 Automatic Payment**

13.1 You agree to pay for The Officials through subscription payments.

13.2 Subscription payments will be charged automatically at the intervals and at the price specified in the Subscription Plan you selected at the time of purchase unless and until either you or we amend, cancel or end the Subscription Plan in accordance with these terms.

13.3 We will provide a confirmation email following each subscription payment.

13.4 We accept payment by Stripe our payment service provider. All credit card and debit card payments need to be authorised by the relevant card issuer.

13.5 We will take payment from your card when you place your order. If you are on a free trial and you do not cancel your subscription, we will take payment from your card when your free trial ends in accordance with the Subscription Plan.

13.6 You are responsible for ensuring that your payment and contact details are kept up-to-date to ensure the continuity of your Subscription Plan.

13.7 In the event we are unable to take payment for any reason, we will try to contact you using the contact details you have provided to us. If payment remains unsuccessful after 2 attempts to contact you, we reserve the right to suspend or terminate your Subscription Plan and will notify you by email.

**14 Our right to cancel your Subscription Plan**

14.1 We reserve the right to cancel your Subscription Plan at any time. If this occurs because:

14.1.1 you are in breach of these terms you will not be entitled to any refund.

14.1.2 we cease offering your Subscription Plan you will be entitled to a pro-rata refund.

**15 Your initial right to cancel your Subscription Plan**

15.1 Except in the circumstances listed in clause 15.2, you have the right to change your mind and cancel your Subscription Plan 14 days from the date of your initial confirmation email to cancel your Subscription Plan and will be entitled to a refund.

15.2 You lose your right to cancel once you first access any paywalled The Officials content, whether via the The Officials website or The Officials Telegram channel.

**16 Ending your Subscription Plan**

16.1 You have the right to bring your Subscription Plan to an end at any time by providing us no less than 20 days' notice ahead of the start date of your next billing cycle. This will end your Subscription Plan ahead of your next billing cycle and you will not incur any further liability to pay for the Subscription Plan. You are not entitled to a refund for any previous billing cycles, save to the extent we cancel your Subscription Plan in accordance with clause 14.1.2.

16.2 To end your Subscription Plan, please email us at support@flux.live or call us on +44 (0) 208 154 9880. You can also end your Subscription Plan via our website.

**17 How to access The Officials**

17.1 The Officials can be accessed by clicking on the link in the emails we will send you and logging into your account, or, if you have subscribed to The Officials Telegram channel, by accessing the channel through the Telegram application using the account associated with your subscription.

17.2 If you do not own the device you use to access The Officials, you must obtain permission from the owner to access The Officials onto their device.

17.3 There is no limit on how many times you can access The Officials.

**18 Events beyond our control**

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

## 19 Your information

19.1 Any personal information that you provide to us will be dealt with in line with our group **Privacy Policy** available here https://www.flux.live/privacy-policy/, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

19.2 By agreeing to these terms, you consent to receive marketing communications from OCTL regarding our products, services, and updates. You also consent to OCTL sharing your contact details with other companies within the Onyx group of companies, who may send you marketing communications about their own products, services, and events that may be relevant to you. You may withdraw your consent at any time by contacting us at support@flux.live.

19.3 The Subscriber agrees that Onyx may refer to the Subscriber as a client for the limited purpose of identifying the Subscriber in sales and marketing material.

## 20 No third party rights

No one other than us or you has any right to enforce any of these terms.

## 21 Complaints

21.1 If you are unhappy with us or The Officials you ordered, please contact us at support@flux.live.

## 22 Governing law and jurisdiction

22.1 These terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the England and Wales. Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## 23 General terms

23.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

23.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

23.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

23.4 Any variation to these terms will not be binding unless expressly agreed in writing between you and us.

23.5 These terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.