

## CuelQ Ltd Terms of Service

Last Updated: 14-Feb-2025

### 1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the CuelQ Ltd service (the "Service"), which provides video recording/processing and related features for pool tables. These Terms apply to two types of users:

- **Venues:** Businesses that host and pay for the installation and operation of the CuelQ devices ("Venues").
- **End Users:** Individuals who use the Service to access, view, or share videos ("End Users").

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Service.

### 2. Description of Service

The Service provides video recording/processing capabilities for pool tables located in Venues. End Users may be able to access, view, and potentially share (subject to Venue settings and these Terms) recorded video footage through our platform.

### 3. Accounts and Registration

- **Venue Accounts:** Venues must create an account to subscribe to the Service. Venues are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account.
- **End User Accounts:** End Users may need to create an account to access certain features of the Service (e.g., saving, sharing videos). End Users are responsible for maintaining the confidentiality of their account credentials.
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- **Account Information:** You agree to provide accurate and complete information when creating an account and to keep your information updated.

### 4. Venue Responsibilities

- **Payment:** Venues agree to pay the fees associated with the Service as described on our pricing page or in a separate agreement.
- **Installation and Maintenance:** Venues are responsible for the proper installation and maintenance of the recording devices, in accordance with our instructions.
- **Compliance with Laws:** Venues must ensure that the use of the Service complies with all applicable laws and regulations, including data protection laws.
- **Signage:** Venues are responsible for displaying clear and prominent signage informing individuals that video recording is taking place, as required by law.
- **End User Access Control:** Venues can configure settings to control End User access to video recordings (e.g., limiting sharing).

## 5. End User Responsibilities

- **Acceptable Use:** End Users agree to use the Service only for lawful purposes and in a manner that does not violate the rights of others.
- **Prohibited Conduct:** End Users are prohibited from:
  - Using the Service to harass, abuse, or defame others.
  - Attempting to gain unauthorized access to the Service or its related systems.
  - Distributing viruses or other harmful code.
  - Sharing video content in a way that violates privacy rights or intellectual property rights.
- **Content Ownership:** End Users understand that CuelQ Ltd and/or the Venue may retain ownership of the video recordings. End Users may have limited rights to use the recordings, as specified by the Venue and CuelQ Ltd.
- **Content Sharing:** End Users who have identified themselves to the system through social login providers are able to access and review the content remotely following the session. End Users are also able to define and share publicly portions of the recorded content. End Users must confirm that all individuals featuring in the clips have authorised the sharing of the clip.

## 6. Intellectual Property

- **Service Ownership:** CuelQ Ltd owns all rights, title, and interest in and to the Service, including all software, technology, and content (excluding User Content, as defined below).
- **User Content:** "CuelQ Ltd does not claim ownership of the video recordings. However, by using the Service, you grant CuelQ Ltd a non-exclusive, worldwide, royalty-free license to use, store, process, and display the video recordings for the purpose of providing the Service." (This license needs to be carefully drafted by a lawyer to cover all necessary uses.)
- **Venue License:** Venues are granted a limited, non-exclusive license to use the Service and the recorded video content for their internal business purposes, subject to these Terms.

## 7. Privacy

Your privacy is important to us. Please review our Privacy Policy [[Link to Privacy Policy](#)], which explains how we collect, use, and share information about you.

## 8. Termination

We may terminate or suspend your access to the Service at any time, for any reason, with or without notice. Venues may terminate their subscription according to the terms of their agreement with us.

## 9. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### **10. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CueIQ Ltd SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; (C) ANY CONTENT OBTAINED FROM THE SERVICE; OR (D) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

#### **11. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

#### **12. Dispute Resolution**

Any dispute arising out of or relating to these Terms shall be resolved through [Specify dispute resolution method, e.g., binding arbitration].

#### **13. Changes to Terms**

We may modify these Terms at any time. We will post the updated Terms on our website, and your continued use of the Service after the changes constitutes your acceptance of the revised Terms.

#### **14. Contact Us**

If you have any questions about these Terms, please contact us at [info@cueiq.net](mailto:info@cueiq.net).

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