

Terms of Service

Effective 1st August 2025

Introduction

Pixelar Limited (**Pixelar**) has developed a software application known as PixelChat Lounge. (**Lounge**). **Lounge** is a communication platform which has been designed to offer on line communication between users by voice, text and video.

This document contains the terms (**Terms**) on which Pixelar will provide the service (**Service**) described below.

The Service is *access to and use of Lounge*. Pixelar has agreed to provide the Service to the User in return for the User agreeing to

- (i) be bound by these Terms and
- (ii) provide Pixelar with feedback relating to Lounge including in particular its functionality and ease of operation.

1 Interpretation

In these Terms, a reference to the singular includes a reference to the plural and vice versa; a reference to a person is a reference to a legal person as well as a natural person.

In these Terms, references to clauses are references to clauses of these Terms and clause headings are illustrative only.

2 Service

- 2.1 Pixelar will provide the Service at no cost to User with the exception of any costs which User may incur in complying with the System Requirements referred to in clause 3 below. Pixelar may, in its sole discretion and at any time, discontinue the Service, terminate the access of the User to the Service and modify the features of the Service from time to time, in each case without prior notice.
- 2.2 User agrees that any ideas, suggestions, recommendations or other feedback (collectively: Feedback) which User may provide to Pixelar in connection with or relating to Lounge including (but not limited to) its appearance, design, functionality, features, operation, user interface, may be incorporated in whole or in part by Pixelar into Lounge (including any subsequent version of Lounge) and/or any other product which may be developed by Pixelar without payment of any royalty, licence fee or other consideration.

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- 2.3 In order to install and use Lounge, User is required to register and provide Pixelar with certain information (User Data) and to choose a user name and password. User is entirely responsible for maintaining the security of any user name and password.

3 System Requirements

The use of Lounge requires one or more compatible Devices and for User's Device (which may be required to run certain software) to be connected to a network and/or the Internet and may require obtaining updates or upgrades from time to time. User acknowledges that fees and charges which may apply in respect of each of the foregoing are for the account of the User.

Because the Service requires appropriate hardware, software, network connection and/or Internet access, the ability of User to access and use the Service may be affected by the performance of these factors. User acknowledges and agrees that compliance with system requirements, (which may be changed from time to time), is the sole responsibility of the User.

4 Obligations of User

- 4.1 User shall abide by, and ensure compliance with, all applicable laws and regulations in connection with the use of the Service, including but not limited to laws and regulations related to recording, intellectual property, privacy and export control.
- 4.2 User agrees that User is solely responsible for all content (Content) sent or transmitted by User or displayed or uploaded by User in using the Service and for compliance with all laws and regulations pertaining to the Content, including, but not limited to, laws and regulations requiring User to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights.
- 4.3 User agrees that User will not
- (i) disassemble, decompile, prepare derivative works of, create improvements, derive innovations from, reverse engineer or attempt to gain access to any underlying technology of Lounge (such as any source code, process, data set or database, management tool, development tool, server or hosting site, etc);
 - (ii) knowingly or negligently use the Service in a way that abuses, interferes with, or disrupts Pixelar's networks or the Service;
 - (iii) engage in activity that is illegal, fraudulent, false, or misleading,
 - (iv) transmit through the Service any material that may infringe the intellectual property or other rights of third parties;

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(v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Service; or

(vi) use the Service to communicate any message or material that is harassing, libellous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation;

(vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Service in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Pixelar or other users of Service;

(viii) engage in any activity or use the Service in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Service, or any servers or networks connected to the Service or Pixelar's security systems;

(ix) use the Service in violation of any Pixelar policy or in a manner that violates applicable law and regulation, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings.

- 4.4 User agrees that Pixelar retains ownership of all trademarks, service marks, logos, domain names and other intellectual property rights of whatsoever nature (Pixelar IP) associated or displayed with the Service. User may not except in accordance with and, as permitted by these Terms, utilize or copy any Pixelar IP or other proprietary information of Pixelar (including images, text, page layout, or form) without express written consent.

5 Use of information

- 5.1 Pixelar will, subject to the other provisions of this clause, keep User Data secure and confidential in accordance with best UK industry practice and will not sell, transfer or monetize any User Data.
- 5.2 Pixelar may disclose User Data or any part of it:
- (i) to any person who needs to know such User Data in order to provide or continue to provide the Service and
 - (ii) if Pixelar is required to do so by law , regulation or an order of any court, tribunal or other competent body.

- 5.3 If Pixelar is required to disclose User Data or any part of it by law, regulation or an order of any court, tribunal or other competent body, Pixelar will use reasonable endeavours to notify the relevant User of the required disclosure provided that Pixelar is permitted to make the relevant disclosure.
- 5.4 User agrees that Pixelar is permitted to retain User Data for the maximum period permitted by English law and to use User Data for the purpose of analysing Feedback provided by Users.
- 5.5 Pixelar will process User Data in accordance with the privacy policy of Pixelar in force at any relevant time.

6 Exclusion of liability

- 6.1 To the fullest extent permitted by law, Pixelar expressly disclaims all warranties of any kind, express or implied, relating to the Service including, but not limited to, any warranty of merchantability or fitness for a particular purpose.
- 6.2 Pixelar makes no warranty or representation regarding the results or performance of the Service including the accuracy or completeness or reliability of any information obtained or generated through or by the use of the Service including the accuracy or completeness or reliability of any language translation generated or provided by the Service.
- 6.3 Pixelar makes no warranty or representation that the Service and the Content or information generated by or transmitted by the Service will be uninterrupted, timely, secure or error free. User agrees that to the maximum extent permitted by law, Pixelar will have no liability to the User for any liability, loss or damage or profit, consequential or otherwise and whether direct or indirect which the User incurs or suffers from or as a result of accessing and using the Service.
- 6.4 User agrees that use of the Service is at the sole risk of User and that any Content, and/or other data downloaded or otherwise obtained through the use of the Service, is at the discretion and risk of the User.

7 General

- 7.1 User agrees that any use of the Service contrary to these Terms, or breach by the User of any of these Terms including (but not limited to) any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause significant or irreparable injury to Pixelar. In such circumstances User agrees that Pixelar, will be entitled to apply for equitable relief, including (but not limited to) preliminary or permanent injunctive relief.
- 7.2 If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended (if it is possible to do so) to achieve as nearly as possible the same economic effect of the original provision and the remainder of these Terms will remain in full force and effect.

- 7.3 These Terms shall not apply to any version of Lounge for which a User pays a licence or subscription fee. In such circumstances, other terms and conditions will apply to the provision of a paid for service which provides access to Lounge.

8 Law and Jurisdiction

- 8.1 These Terms, and any non contractual disputes, arising out of these Terms or the provisions of the Service, is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

End
01/08/2025