

TERMS OF SERVICE

Last updated August 18, 2025

AGREEMENT TO OUR LEGAL TERMS

We are doing business as PRAX Market ("Company," "we," "us," or "our"), a company registered in the United Kingdom at Unit 3 Enfield Court Nuffield Road, St Ives, Cambridgeshire, PE27 3NJ. Our company registration number is 16482968 and our VAT number is 479468033.

We operate the website <https://praxmarket.com> (the "Site"), as well as any other related products and services that refer to or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by phone at +44 1480 759133, by email at contact@praxmarket.com, or by mail at Nuffield Road, St Ives, Cambridgeshire, PE27 3NJ, United Kingdom.

These Legal Terms constitute a legally binding agreement between you, whether personally or on behalf of an entity ("you"), and Prax Market, concerning your access to and use of the Services.

By accessing the Services, you confirm that you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND MUST DISCONTINUE USE IMMEDIATELY.

We will provide prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or upon notifying you via contact@praxmarket.com, as stated in the communication.

By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. SCOPE & SERVICES

These Terms and Conditions (“Terms”) govern your access to and use of the Prax Market platform, available at www.praxmarket.com and associated services (the “Platform”), operated by Prax Market Ltd (“Prax Market”, “we”, “us”, or “our”). By registering for an account or using any feature of the Platform, you agree to be bound by these Terms, along with our Privacy Policy, Cookie Policy, and other applicable legal notices.

Prax Market is an industry-specific digital platform designed for the precision engineering sector, offering a collaborative space for businesses to connect, communicate, and transact efficiently. The Platform facilitates a wide range of professional interactions and services, including:

- Creating and customising company profiles to showcase capabilities, certifications, and equipment;
- Connecting with other companies in the industry ecosystem;
- Posting and responding to RFQs (Requests for Quotation) for component manufacturing or services;
- Sending and receiving quotations, negotiating terms, and updating order status;
- Managing job orders, including delivery updates and performance tracking;
- Facilitating secure payments through Stripe, including post-order settlement between buyers and suppliers;
- Accessing premium subscription plans with enhanced features, such as live dashboards, analytics, KPIs, and media promotion;
- Advertising services through sponsored content, bookmarks, supplier recommendation slots, and social media placements;
- Participating in referral programs to earn discounts or platform credits for inviting new users;
- Exploring job opportunities or posting vacancies relevant to the sector through the advertisement feature;
- Engaging in community interactions such as bookmarking, real-time messaging, and sharing insights.

The Platform serves as a neutral intermediary and does not participate in the actual contracts between Buyers and Suppliers. Any transactions conducted, including job fulfillment and payment terms, are the responsibility of the respective parties involved. Prax Market does not guarantee the accuracy, completeness, or success of any RFQ, quotation, or supplier match.

Access to certain features is governed by the selected subscription plan. Users are responsible for ensuring compliance with local laws, export control regulations (e.g., ITAR, EAR), and any industry-specific standards (e.g., ISO certifications).

Prax Market reserves the right to modify or discontinue any part of the Services at its discretion and will notify users of any material changes to these Terms with at least 14 days' notice where required.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use or internal business purpose only.

2.2 Your use of our Services

Subject to your compliance with these Legal Terms, including 11. PROHIBITED ACTIVITIES section below, we grant you a non-exclusive, non-transferable, revocable licence to:

- access the Services; and

- download or print a copy of any portion of the Content to which you have properly gained access,

provided that such use is solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: contact@praxmarket.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

2.3 Your submissions and contributions

Please review this section and the 11. PROHIBITED ACTIVITIES section carefully before using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services and possibly through third-party websites.

When you post Contributions, you grant us a licence (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublince the licences granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This licence includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our 11. PROHIBITED ACTIVITIES section and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;

- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licences to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

2.4 Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the 'COPYRIGHT INFRINGEMENTS' section below.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or

unauthorised purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services.

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PURCHASES AND PAYMENT

We accept payments via the following method:

Stripe

You agree to provide current, complete, and accurate purchase and account information for all payments made via the Services. You further agree to promptly update this information (including email address, payment method, and payment card expiration date) to allow us to complete transactions and contact you as needed.

All prices are listed, and all payments shall be made in UK Pounds Sterling (GBP).

- Subscription fees for access to the platform may be subject to UK VAT, or other applicable local taxes, depending on your billing location and tax status.
- If you are located outside the UK, we may not charge UK VAT, but you may be responsible for self-assessing local VAT/GST under the reverse charge mechanism, depending on your country's tax laws.
- You are responsible for providing accurate tax and billing information (such as VAT or GST registration numbers), where applicable, to ensure proper tax treatment.

Applicable sales taxes, VAT, or GST will be added to your invoice as required by law. We may change prices for any of our services or products at any time and will notify you where required under applicable law.

5.1. Platform Subscription Fees

Your subscription to the Prax Market platform, whether monthly or annual, will be billed through Stripe. By subscribing, you agree to pay the applicable fees published at the time of registration or renewal.

You authorise us to charge your chosen payment method on a recurring basis without requiring further approval, until you cancel your subscription in accordance with our cancellation policy.

5.1.1. Subscription Plans

Prax Market offers free and paid subscription plans designed to meet the needs of various business sizes and stages. Plan details and features are described on our Pricing page. By subscribing to a paid plan, whether monthly or yearly, you agree to pay the fees applicable to your selected subscription at the time of purchase or renewal. We may change the fees at any time, and will notify you of changes in accordance with applicable law.

5.1.2. Renewal

Your subscription will continue and automatically renew on a monthly or annual basis, depending on your selection, unless cancelled before the renewal date. You authorise us to charge your selected payment method on a recurring basis without requiring additional approval until you cancel.

5.1.3. Free Trial

We offer a 30-day free trial to new users who register for our Services. During this period, users have access to paid features at no cost. Upon expiration, accounts will automatically downgrade to the Basic (free) plan unless upgraded to a paid subscription.

5.1.4. Cancellation

You may cancel your subscription at any time by logging into your account settings. Your cancellation will take effect at the end of the current billing cycle. You will retain access to paid features through the remainder of your paid term.

If you have any questions or are unsatisfied with our Services, please contact us at contact@praxmarket.com.

5.1.5. Fee Changes

Subscription fees may change over time. If we increase our fees, we will notify you in advance and provide the opportunity to cancel your subscription before the changes take effect. Continuing to use the Services after the price change goes into effect constitutes your consent to the new pricing.

5.2. Order Payments to Suppliers

When a Buyer accepts a Supplier's quotation for a posted job, payment is required to be made via Stripe to Prax Market. These funds will be held securely by Prax Market and released to the Supplier, after deducting the applicable platform commission once the order is completed and accepted.

- Payment will be released once the Buyer confirms, via the platform, that the delivered components meet agreed specifications, tolerances, and quality expectations.
- If no confirmation is received within a reasonable period (as defined in our Dispute Policy), Prax Market reserves the right to release payment based on available evidence.

The commission charged by Prax Market for facilitating the transaction may be subject to UK VAT, depending on the location and tax status of the parties involved.

You agree to pay all charges as listed in accepted quotations, and you authorise us to charge your selected payment method accordingly.

We reserve the right to correct any pricing errors, even after payment has been requested or received, and may refuse or cancel any transaction at our discretion in cases of suspected misuse or fraud.

6. BILLING AND INVOICING

All prices for Services provided through the Prax Market platform are listed in UK Pounds Sterling (GBP), unless otherwise stated. Payments must be made in GBP. You are responsible for any currency conversion fees or international bank charges that may apply when using a non-UK payment method.

Invoices will be issued electronically and made available via your user account or sent to your registered billing email address. Each invoice will include the applicable charges, any VAT (where relevant), and sufficient details to support your accounting and tax reporting obligations.

You are responsible for maintaining accurate billing details in your account to ensure correct invoicing. Failure to provide valid billing information, including a VAT registration number where applicable, may result in the application of VAT or other applicable taxes.

7. DISPUTES BETWEEN BUYERS AND SUPPLIERS

Our platform facilitates the connection between Buyers and Suppliers for job services. While we strive to provide a reliable and transparent environment, any transaction and resulting agreements are ultimately between the Buyer and Supplier. This section applies only to disputes between users of the platform. For disputes involving you and the platform, please refer to **Section 23: Dispute Resolution**.

7.1 Dispute Resolution Process

In case of a dispute related to component quality, delivery delays, incomplete or incorrect parts, or communication failures:

- **Initial Resolution Attempt:** Buyers and Suppliers are expected to attempt to resolve the issue directly within seven calendar days of delivery or scheduled completion.
- **Escalation to Platform:** If a resolution cannot be reached, either party may escalate the matter to us by submitting relevant documentation (e.g., design specifications, delivery notes, photos, confirmatory certificates, quotes, and communication logs).

- **Mediation:** We may, at our sole discretion, offer to review the documentation and mediate the dispute. This mediation is non-binding unless both parties agree in writing to abide by the outcome.

7.2 Refunds and Compensation

We do not guarantee refunds or replacements unless otherwise agreed in writing. Any payment held in escrow (if applicable) may be refunded or partially released based on our evaluation of the case and supporting evidence. We are not liable for damages or costs incurred due to late or failed deliveries, production errors, or miscommunication.

7.3 Quality & Delivery Expectations

Buyers are responsible for submitting accurate technical specifications and component design files. Suppliers are responsible for delivering components as per the agreed quotation, within the specified timeframe and tolerances.

Failure to meet these expectations may lead to account review, withholding of payments, or suspension from the platform.

7.4 Limitation of Liability

We are not a party to the manufacturing contract between Buyer and Supplier and are not liable for any direct, indirect, incidental, or consequential damages arising from such disputes. Use of the platform is at your own risk. By using our Services, you agree to indemnify and hold us harmless from any claims arising from disputes between users.

8. REFUND AND RETURN POLICY

This Refund and Return Policy outlines your rights and our obligations in relation to refunds, cancellations, and returns for both digital subscriptions and paid services conducted through the Prax Market platform.

8.1 Cooling-Off Period, Subscription Cancellation, and Refunds

You may cancel your subscription at any time during the **14-day cooling-off period** following the start of billing and receive a full refund, provided you have not accessed premium features or waived your right by agreeing to immediate access.

Monthly Plan

- After the 14-day cooling-off period, subscribers may cancel their monthly subscription at any time.
- Access to the service will remain active until the end of the current billing cycle.
- No partial refunds will be issued for the remaining period of the billing cycle.
- Following each monthly renewal (checkout), a **72-hour grace period** is provided during which subscribers may cancel and receive a full refund for that billing cycle.

Yearly Plan

- If a subscriber cancels a yearly subscription within 45 days following the cooling-off period (i.e., after the initial 14 days), refunds will be calculated on a pro-rata basis according to a monthly billing cycle.
- Any partial month will be treated as a full month of usage.
- A **10% administrative processing fee** will be deducted from the refundable amount.
- After the 45-day period, cancellations remain eligible for a pro-rata refund, but with a **50% administrative processing fee** deducted.
- Partial months will be treated as fully used.

8.2 Paid Orders and Job Payments

Payments made for component manufacturing jobs between Buyers and Suppliers are subject to **Section 5 and Section 8** of these Terms. Refunds on such transactions will be evaluated case-by-case in accordance with our Dispute

Resolution Policy. The platform may, at its sole discretion, issue a partial or full refund based on the available evidence and status of the delivery.

8.3 How to Request a Refund

To request a refund or cancel your subscription, please contact our support team at contact@praxmarket.com. Please include your account details, transaction reference, and reason for cancellation. We will respond within 5 business days.

8.4 Return of Goods

As Prax Market operates in a digital and service-based capacity, we do not process physical product returns via the platform. Responsibility for physical component delivery, inspection, and acceptance lies with the Buyer and Supplier as per the terms of their agreement.

9. REFERRAL PROGRAM

Prax Market may offer a Referral Program that rewards registered users (“Referrers”) for introducing new users (“Referred Users”) to the platform. By participating in the Referral Program, you agree to the following terms:

9.1 Eligibility

- Only registered users with an active account are eligible to participate.
- Referred Users must be new to Prax Market and must not have previously registered using a different email address or identity.
- To qualify for a referral reward, the Referred User must complete the specified action, such as posting a job, subscribing to a paid plan, or making a qualifying transaction.

9.2 Rewards and Conditions

- Referral rewards may include credits, discounts, or other promotional benefits, as detailed in the current offer.
- Rewards will be issued only after the qualifying action is verified and completed in full.

- Rewards are non-transferable, non-exchangeable, and may not be redeemed for cash unless explicitly stated.

9.3 Restrictions

- Self-referrals or referrals using multiple or fake accounts are strictly prohibited.
- Referrals must be made in good faith and in compliance with all applicable laws and these Terms.
- We reserve the right to withhold or cancel referral rewards in cases of suspected abuse, fraud, or violation of the program rules.

9.4 Program Changes

- Prax Market reserves the right to modify, suspend, or terminate the Referral Program at any time, for any reason, without prior notice.
- Any changes will be effective immediately upon posting on our website or platform.
- If you have questions about the Referral Program, please contact us at contact@praxmarket.com.

10. ADVERTISERS

We allow registered members to promote their businesses through various advertisement subscription options available on the Prax Market platform. These may include General Advertisements, Bookmarked Advertisements, Recommended Supplier Ads, Sponsored Social Media Ads, Sponsored Card Ads. We provide digital advertising space only. We are not a publisher or endorser of the content and have no other commercial relationship with the advertisers beyond the provision of ad space.

10.1 Content Standards and Approval

All advertising content submitted must comply with applicable laws, platform guidelines, and ethical advertising standards. We reserve the right to:

- Review and approve all advertisements before they are published.
- Reject or remove any content that we deem misleading, inappropriate, offensive, harmful, or in violation of our policies or legal obligations.
- Request edits or clarifications from the advertiser before accepting an ad for publication.

Advertisers are solely responsible for ensuring that all ad content (text, visuals, claims, etc.) is truthful, not misleading, and does not infringe on any third-party rights.

10.2 Payment Terms and Discounts

Advertisement plans are billed in advance according to the current pricing listed on the platform. Discounts, if applicable, are applied at the time of purchase and are subject to the selected plan.

All advertisement payments are non-refundable once the ad has been approved and scheduled for publishing, except as required under applicable consumer protection laws.

10.3 Liability Disclaimer

Prax Market does not guarantee the performance, visibility, or outcomes of any advertisements. We are not responsible for the accuracy of advertiser claims or the products/services promoted.

Advertisers agree to indemnify and hold Prax Market harmless from any claims, losses, damages, or legal actions resulting from their ad content or promotions.

10.4 Changes to Ad Policy

We may modify our advertising guidelines, formats, or pricing at any time. Any changes will be communicated on the platform and will apply prospectively.

If you have questions about advertising opportunities or need assistance, please contact us at contact@praxmarket.com.

11. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which they are made available.

The following activities are strictly prohibited:

11.1 Security and Technical Misuse

- Circumvent, disable, or interfere with any security-related features of the Services.
- Introduce, upload, or transmit any viruses, malware, Trojan horses, spyware, or other harmful code.
- Engage in automated use of the system (including bots, scrapers, spiders, data mining tools, or scripts) without our written permission.
- Copy, adapt, reverse engineer, decompile, or disassemble any part of the Services' software except where permitted by law.
- Attempt to bypass any measures designed to prevent or restrict access to the Services.

11.2 Fraud, Deception, and Misrepresentation

- Impersonate any person or entity, or misrepresent your affiliation with any person or entity.
- Provide false, misleading, or inaccurate information, including fake profiles or fake services.
- Create multiple accounts to manipulate engagement, circumvent restrictions, or exploit system features.
- Create fake reviews or offer incentives for dishonest ratings.
- Trick, defraud, or mislead us or other users, particularly to obtain sensitive account information (e.g., passwords).

11.3 Unlawful or Unauthorized Commercial Use

- Use the Services in violation of any local, national, or international laws or regulations.
- Engage in any revenue-generating or commercial activity not expressly permitted by us.
- Use buying or purchasing agents to make transactions on your behalf without our authorization.
- Systematically retrieve data or content to create a database, directory, or compilation without written permission.

11.4 Harassment and Harmful Conduct

- Harass, abuse, threaten, or intimidate other users, our employees, or our agents.
- Disparage, tarnish, or otherwise harm our reputation or that of the Services.
- Upload or share content that infringes any copyright, trademark, or proprietary rights.
- Use any information obtained from the Services to harm another person.

11.5 Service Disruption

- Upload or transmit spam, repetitive messages, or excessive use of capital letters intended to disrupt communication.
- Interfere with, disrupt, or create an undue burden on the Services or related networks.

12. SOCIAL MEDIA

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a 'Third-Party Account') by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your

use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the 'Social Network Content') so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. **PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.** We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was

obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

13. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site) links to other websites ('Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ('Third-Party Content'). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware that these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

14. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

15. USER-GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.

- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

16. CONTRIBUTION LICENCE

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorise any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

17. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organise a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and licence to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to the review.

18. PRIVACY POLICY

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Legal Terms. Please be advised that the Services are hosted in the United Kingdom, India, and Europe. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, India and Europe, then through your continued use of the Services, you are transferring your data to the United Kingdom, India and Europe, and you expressly consent to have your data transferred to and processed in the United Kingdom, India and Europe.

19. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a 'Notification'). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

20. TERM AND TERMINATION

These Legal Terms will remain in effect as long as you use our services. However, we reserve the right at our sole discretion and without notice or liability to deny access to the services (including blocking certain IP addresses) to anyone for any reason or no reason at all. This includes, but is not limited to, violations of these Legal Terms or any applicable laws or regulations. We may also terminate your access, delete your account, or remove any content you've posted at any time, without warning.

If your account is suspended or terminated, you are not allowed to create a new account whether under your own name, a fake name, a borrowed name, or on behalf of someone else. We may also take legal action if necessary, including civil, criminal, or injunctive action.

21. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

22. GOVERNING LAW

These Legal Terms are governed by and interpreted following the laws of the United Kingdom, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Pras and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Cambridgeshire, which means that you may make a claim to defend your consumer protection rights in regards to these Legal Terms in the United Kingdom, or in the EU country in which you reside.

23. DISPUTE RESOLUTION

This section applies to any disputes between **you and the platform**. It does not apply to disputes between Buyers and Suppliers, which are addressed in **Section 7**.

23.1 Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a 'Dispute' and collectively, the 'Disputes') brought by either you or us (individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

23.2 Binding Arbitration

Any dispute arising from the relationships between the Parties to these Legal Terms shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be Cambridgeshire, United Kingdom. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of the United Kingdom.

23.3 Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

23.4 Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If any part of this clause is found illegal or unenforceable, that part will be handled by a court of competent jurisdiction, and the Parties consent to the court's personal jurisdiction.

24. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or

omissions and to change or update the information on the Services at any time, without prior notice.

25. DISCLAIMER

The Services are provided “as-is” and “as-available.” You agree that using the Services is at your own risk. To the fullest extent allowed by law, we disclaim all warranties whether express or implied including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

- We do not guarantee the accuracy or completeness of the Services’ content or any websites or mobile apps linked to the Services. We are not responsible for:
- Errors, mistakes, or inaccuracies in any content or materials;
- Any personal injury or property damage resulting from your use of the Services;
- Unauthorized access to, or use of, our secure servers or any personal or financial information stored there;
- Any interruption or stoppage of transmission to or from the Services;
- Any viruses, bugs, Trojan horses, or other harmful code transmitted through the Services by third parties;

Any errors or omissions in content posted, transmitted, or made available through the Services, or any loss or damage from using that content.

We do not warrant, endorse, guarantee, or assume responsibility for any third-party products or services advertised or offered through the Services, linked websites, or apps featured in advertisements or banners. We are not involved in, and do not monitor, any transactions between you and third-party providers.

As with any purchase or service obtained through any channel, you should use your best judgment and exercise caution where appropriate.

26. LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, neither we nor our directors, employees, or agents will be liable to you or any third party for any damages, whether direct,

indirect, consequential, exemplary, incidental, special, or punitive. This includes, but is not limited to, lost profits, lost revenue, loss of data, or any other damages arising from your use of the Services even if we were advised such damages might occur.

No matter what happens, our total liability to you for any reason and under any form of legal action will never exceed £100.

Please note that some laws such as certain US state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, then some or all of the above disclaimers or limits may not apply, and you may have additional rights.

27. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

28. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for

any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

29. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

30. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms

will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

31. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Prax Market Ltd

Unit 3 Enfield Court Nuffield Road, St Ives,
Cambridgeshire, PE273NJ, United Kingdom
Phone: +44 1480759133
Email: contact@praxmarket.com