

CLOSEDAY LTD

TERMS OF USE

Effective from: February 1, 2026

Summary

These Terms of Use govern your use of the Closeday platform. By creating an account or using our services, you agree to these terms.

Key points:

- The platform is for business purposes—it is not intended for personal consumer use
- When you share data, including about other people, you are responsible for that data
- You must use the platform for its intended purpose and comply with acceptable use requirements
- We can terminate accounts that violate these terms
- These terms work alongside our Privacy Notice and, for customers, our Customer Terms

1. About These Terms

1.1 Who We Are

Closeday Ltd ("Closeday", "we", "us") is a corporate insolvency practice registered in England and Wales (Company No. 16740724). Our registered address is Suite RA01, 195-197 Wood Street, London, E17 3NU, United Kingdom.

1.2 What These Terms Cover

These Terms of Use ("Terms") govern your access to and use of the Closeday website (closeday.com) and platform (the "Platform").

These Terms apply when you:

- View information via the Platform
- Provide information via the Platform
- Modify information via the Platform

This includes any data format—text, speech, video, files, or other formats.

1.3 Separate Terms for Customers

If you engage our insolvency services, you will also be asked to accept our Customer Terms and Conditions and Letter of Engagement. Those terms govern the insolvency engagement itself. These Terms of Use continue to apply to your use of the Platform.

1.4 Agreement to Terms

By accessing or using the Platform, you confirm that you:

- Have read and understood these Terms
- Agree to be bound by them
- Have the legal capacity to enter into this agreement

If you do not agree, you must not use the Platform.

2. Intended Use

2.1 Business Purposes

The Platform is intended for business purposes and is not intended for personal consumer use. It is designed for:

- Directors of companies exploring insolvency or solvent liquidation options
- Stakeholders of cases in progress (creditors, employees, shareholders, and others)
- Professionals advising companies on insolvency matters
- Insolvency professionals, including ourselves

By using the Platform, you confirm you are acting in connection with business matters.

2.2 No Professional Advice

Information on the Platform is provided for general guidance only. It does not constitute legal, financial, or professional advice. You should seek appropriate professional advice before making decisions about your company's future.

3. User Accounts

3.1 Account Creation

To access certain features, you must create a user account. When creating an account, you must:

- Provide accurate and complete information
- Use a valid email address that you control
- Create secure login credentials
- Keep your credentials confidential

3.2 One Account Per Person

Each user account must correspond to a single natural person. You may not:

- Create multiple accounts for yourself
- Share your account credentials with others
- Allow others to access the Platform using your account
- Transfer your account to another person

If you need multiple people from your organisation to access the Platform, each person must create their own account. If you need multiple email addresses associated with your account, please contact us at support@closeday.com.

3.3 Account Security

You are responsible for all activity that occurs under your account. You must:

- Keep your password secure and confidential
- Notify us immediately at support@closeday.com if you suspect unauthorised access
- Log out of your account when using shared devices

We are not liable for any loss arising from unauthorised use of your account where you have failed to keep your credentials secure.

3.4 Accuracy of Information

You must ensure that all information you provide is accurate, complete, and current. If your information changes, you must update your account promptly—you can do this directly in your account settings.

We may verify the information you provide. If we reasonably believe information is inaccurate or incomplete, we may suspend or terminate your account.

4. Data You Submit

4.1 Your Own Data (First-Party Data)

When you provide personal data about yourself (such as your name, email, and role), we process this as described in our Privacy Notice at closeday.com/legal/privacy.

4.2 Data About Others (Third-Party Data)

When you submit personal data about other individuals through the Platform, you become the data controller for that data under UK GDPR.

By submitting third-party data, you confirm that:

- You have the legal authority to share that data with us
- You have informed those individuals that you are sharing their data (or will do so)
- You have a lawful basis for sharing their data
- You will respond to any data subject requests from those individuals
- You will direct those individuals to contact you (not us) with data protection queries

We process third-party data on your behalf as a data processor, in accordance with our Data Processing Agreement and Privacy Notice. You can trust us to be a robust and compliant data processor, handling your data with appropriate security and in accordance with your instructions.

4.3 Company Representation

If you indicate that you represent a company, you confirm that:

- You are a director, officer, or authorised representative of that company
- You have authority to provide information about that company
- You have authority to engage with us on behalf of that company

If it transpires that you did not have such authority, you may be personally liable for any resulting loss or damage.

4.4 Data Restrictions by Account Stage

The type of data you may submit depends on your relationship with us:

Stage	Third-Party Data	Sensitive Data
Anonymous (no account)	No	No
Registered user	Yes	Limited (see below)
Customer (engaged)	Yes	Yes

Sensitive data includes information about health, criminal records, trade union membership, and other special categories under UK GDPR.

For registered users: You may be asked to provide limited sensitive data as part of initial AML/KYC due diligence checks, even before becoming a customer. This is limited to information necessary to establish identities of yourself and other directors, beneficial owners, and controlling persons. If you enter an onboarding flow requiring such information, the Platform will clearly indicate this and explain what data is being requested and why.

For customers: You may submit sensitive data where necessary for the insolvency engagement, as governed by our Customer Terms.

Data protection: When submitting data about other individuals, you must comply with UK GDPR, including having a lawful basis for sharing their data and respecting their data subject rights. We process data on your behalf as a compliant data processor, but you remain responsible for your own compliance as data controller.

5. Acceptable Use

5.1 General Conduct

You must use the Platform lawfully, responsibly, and in accordance with these Terms. You are responsible for your own actions and for any content you submit.

Use the Platform for its intended purpose and nothing else.

5.2 Prohibited Activities

The following activities are prohibited. This list is not exhaustive—any activity that violates these Terms or applicable law is prohibited.

Misuse the Platform

- Use the Platform for any purpose other than its intended business purposes
- Access areas of the Platform you are not authorised to access
- Attempt to bypass security measures or authentication systems
- Interfere with or disrupt the Platform's operation
- Probe, scan, or test the vulnerability of any system or network
- Use the Platform in any way that could damage, disable, or impair it

Automated Access

- Use bots, scrapers, or automated tools to access the Platform
- Harvest or collect data from the Platform through automated means
- Reproduce, duplicate, or copy any part of the Platform without permission
- Use the Platform to build a competing product or service

Prohibited Content

- Submit content that is false, misleading, or fraudulent
- Submit content that infringes any third party's intellectual property rights
- Submit content that is defamatory, obscene, offensive, or discriminatory
- Submit content that contains malware, viruses, or harmful code
- Submit illegal content or content that promotes illegal activity
- Submit pornographic or sexually explicit material
- Submit content that harasses, threatens, or intimidates others

Identity and Authority

- Impersonate any person or entity
- Misrepresent your identity or authority
- Create an account using false or misleading information
- Create accounts on behalf of others without authorisation
- Use another person's account without permission

Legal Compliance

- Use the Platform in connection with any criminal or illegal activity

5.3 Exceptions

Certain activities described in Section 5.2 may be permitted if expressly authorised by Closeday in writing. This may include, for example, authorised security testing or API access arrangements.

5.4 Reporting Violations

If you become aware of any violation of these Terms, please report it to support@closeday.com.

6. Our Rights

6.1 Monitoring and Enforcement

We may:

- Monitor use of the Platform for compliance with these Terms
- Investigate suspected violations
- Remove or disable content that violates these Terms
- Take any action we deem appropriate to protect the Platform or other users

6.2 Suspension and Termination

We may suspend or terminate your account, without prior notice, if:

- You breach these Terms
- We reasonably suspect fraudulent or illegal activity
- We are required to do so by law or regulatory requirement
- You provide false or misleading information
- You fail to pay any applicable fees

If your account is terminated for breach of these Terms, we may also:

- Decline to provide services to any company you represent
- Retain your data as required for legal and compliance purposes
- Report the matter to relevant authorities if appropriate

6.3 Right to Decline Services

We reserve the right to decline to provide services at our discretion, including where:

- We are unable to complete satisfactory anti-money laundering checks
- We identify a conflict of interest
- The matter falls outside our service scope
- We reasonably believe you have misrepresented your authority or circumstances

7. Intellectual Property

7.1 Our Content

The Platform, including all text, graphics, logos, software, and other content, is owned by Closeday or our licensors. All rights are reserved.

You may not reproduce, modify, distribute, or create derivative works from our content without our written permission.

7.2 Your Content

You retain ownership of any content you submit to the Platform. By submitting content, you grant us a licence to use, store, and process it for the purposes of providing our services.

7.3 Feedback

If you provide feedback or suggestions about the Platform, we may use them without restriction or compensation to you.

8. Disclaimers and Limitations

8.1 Platform Availability

We aim to keep the Platform available at all times but do not guarantee uninterrupted access. We may suspend access for maintenance, updates, or other reasons.

8.2 Accuracy of Information

We take reasonable care to ensure information on the Platform is accurate. However, we do not warrant that all information is complete, accurate, or up to date.

8.3 No Warranties

To the fullest extent permitted by law, the Platform is provided "as is" without warranties of any kind, whether express or implied.

8.4 Limitation of Liability

To the fullest extent permitted by law:

- We are not liable for any indirect, incidental, special, or consequential damages
- Our total liability for any claim arising from your use of the Platform is limited to the fees you have paid us in the 12 months preceding the claim
- We are not liable for any loss arising from your failure to keep your account secure

9. Account Termination and Data

9.1 Termination by You

You may close your account at any time through your account settings, or by contacting support@closeday.com.

9.2 Effect of Termination

When your account is terminated (by you or by us):

- Your access to the Platform will be disabled
- We will retain data as required for legal and compliance purposes
- Data not required for legal purposes will be retained for 12 months from account closure, then deleted or anonymised
- If your account is associated with an insolvency case, case-related data will be retained for 6 years from case closure

9.3 Data Requests

You can manage most of your data directly through your account settings. For requests you cannot complete through your account, or if you do not have an account, contact privacy@closeday.com.

We will delete or anonymise data we are not legally required to retain. We will confirm what action we have taken within one month.

9.4 Extended Retention

Where your account is associated with a customer engagement or insolvency case, we will retain data for 6 years from the later of:

- Your last account activity
- Closure of any case with which you are associated

This extended retention is necessary for our legal and professional obligations.

10. General Provisions

10.1 Governing Law

These Terms are governed by English law. The courts of England and Wales have exclusive jurisdiction over any disputes.

10.2 Changes to Terms

We may update these Terms from time to time. Changes take effect when posted on the Platform.

For significant changes, we will notify registered users by email. Continued use of the Platform after changes constitutes acceptance.

We recommend reviewing these Terms periodically.

10.3 Other Legal Matters

These Terms, together with our Privacy Notice and any other terms you accept, constitute the entire agreement between you and Closeday regarding use of the Platform. If any provision is found invalid, the remaining provisions continue in effect. Our failure to enforce any provision does not waive our right to do so later. You may not assign your rights under these Terms; we may assign ours. These Terms do not create rights for third parties.

11. Contact Us

For information about Closeday, visit www.closeday.com. For questions about these Terms please email us at support@closeday.com.