

1. INTRODUCTION

Welcome to EVÖQ, the leading digital platform designed to bring together creative professionals, businesses, and venue owners. Our mission is to provide a dynamic space for collaboration, efficient booking, and access to industry-leading resources, empowering creatives to excel in their careers. Whether you are a photographer, videographer, musician, model, designer, or any other type of creative professional, EVÖQ is here to connect you with the right people and opportunities.

Through our platform, we aim to streamline the booking process, foster meaningful connections, and provide a wealth of resources that support your growth and success within the creative industry. We want to ensure that your experience on EVÖQ is as seamless, efficient, and productive as possible.

By accessing, browsing, or using EVÖQ, you agree to comply with these Terms and Conditions. These terms outline your rights, responsibilities, and obligations when using our platform. If you do not agree with any part of these terms, please refrain from using the platform. We strongly encourage you to read this document carefully to understand how our platform operates and your role in it.

2. DEFINITIONS

- For clarity, the following terms apply throughout this document:
- **"Platform"** - Refers to EVÖQ, including its website, mobile application, and all related services, tools, and features available to users.
- **"User"** - Any individual or entity that registers or interacts with the platform, including creatives, businesses, and venue owners.
- **"Service Provider"** - A user offering creative services such as photography, videography, music, modelling, and design.
- **"Client"** - A user who seeks to book services or venues (such as studios or locations) through the platform.
- **"Booking"** - A confirmed agreement between a Client and a Service Provider or Venue Owner for a service or space rental on EVÖQ.
- **"Venue Owner"** - A user who lists and offers spaces (e.g., studios, locations) for booking.
- **"Resources"** - Educational content, articles, panel discussions, webinars, and other learning materials provided by EVÖQ.
- **"Content"** - Any media, text, images, videos, or other materials that users upload, create, or post on the platform.

3. USER ACCOUNTS & RESPONSIBILITIES

- Users must be at least 18 years old to register and use EVÖQ.
- Registration requires accurate, complete, and up-to-date information, including name, contact details, and payment information where applicable.
- Providing false or misleading information may result in account suspension or termination.
- Users are responsible for maintaining the confidentiality of their login credentials and for all activity that occurs under their account.
- Users agree to engage in a professional, respectful, and ethical manner while using the platform, adhering to community guidelines and industry standards.
- EVÖQ reserves the right to verify user identities and request additional documentation or information, as necessary.
- Users must comply with all applicable laws, regulations, and industry standards when using the platform.
- Users are solely responsible for their interactions with other users and any agreements made through the platform.
- EVÖQ is not responsible for any interactions, agreements, or legal disputes between users.

4. POSTING & BOOKING SERVICES

- Service Providers may list their creative services, including detailed descriptions of their offerings, pricing, availability, and expected deliverables.
- Clients may inquire about, book, or engage Service Providers based on the information available on the platform.
- Once a booking is confirmed, both the Client and the Service Provider are bound by the terms of that agreement, including pricing and scope of work.
- EVÖQ acts as a facilitator and is not responsible for the quality, delivery, or outcome of services provided through the platform.
- Service Providers are responsible for delivering services as described in their listings and as agreed upon with Clients.
- Clients must provide accurate information about their requirements and expectations to ensure clarity regarding project goals, timelines, and deliverables.
- EVÖQ is not responsible for any issues arising from incorrect or incomplete communication between users.
- Any disputes regarding the quality, timeliness, or delivery of services should be resolved directly between the Client and Service Provider.
- Service Providers must honour their advertised rates and terms unless otherwise mutually agreed with the Client.

- EVÖQ reserves the right to remove listings that violate platform policies, mislead Clients, or fail to meet quality standards.

5. BOOKING SPACES (STUDIOS & LOCATIONS)

- Venue Owners may list their studios, locations, and other spaces for rental, including comprehensive details such as pricing, availability, and terms of use.
- Clients booking spaces must comply with the rules, policies, and regulations set by the Venue Owner, including usage guidelines, access times, and any specific restrictions.
- Any disputes regarding venue bookings must be resolved directly between the Client and the Venue Owner, with EVÖQ acting as a mediator only in exceptional cases.
- EVÖQ is not liable for damages, accidents, or disputes arising from venue bookings or rentals.
- Venue Owners may establish and enforce specific policies related to security deposits, cancellation terms, and refund conditions, which must be clearly outlined in their listings.
- Clients are responsible for ensuring that rented spaces are returned in the condition they were received, and any damage or alterations must be addressed with the Venue Owner.
- Venue Owners are responsible for ensuring the accuracy and completeness of their space listings, including amenities, equipment, and availability.
- EVÖQ reserves the right to remove space listings that violate platform guidelines, mislead potential Clients, or are found to be in conflict with our terms.

6. ACCESSING RESOURCES (ARTICLES, PANELS & DISCUSSIONS)

- Users can access a variety of resources, including educational articles, panel discussions, webinars, and industry insights, designed to support their professional growth.
- Content provided on the platform is for informational purposes only and should not be considered as professional, financial, or legal advice.
- EVÖQ reserves the right to update, modify, or remove content at any time, without prior notice.
- Users may not republish, distribute, or share EVÖQ's educational content without prior written consent.
- While EVÖQ aims to provide high-quality content, we do not guarantee the accuracy, relevance, or effectiveness of any resource available on the platform.

- Panel discussions, webinars, and other events may require user registration, and some events may have limited availability.
- EVÖQ may feature third-party guest speakers or contributors whose opinions do not reflect the official stance of the platform.
- Users are expected to adhere to professional decorum during discussions and events, maintaining respect for diverse viewpoints and perspectives.

7. PAYMENTS, FEES & REFUNDS

- All payments for bookings are processed through third-party payment providers, and users must comply with their terms and conditions.
- EVÖQ may charge a commission or transaction fee for facilitating bookings, which will be clearly stated at the time of booking.
- Refund policies for bookings depend on the terms agreed upon between the Client and the Service Provider or Venue Owner.
- EVÖQ is not responsible for chargebacks, failed transactions, or disputes related to payments, and it is the user's responsibility to resolve such issues with the third-party provider.
- Users must ensure that their payment methods are valid, accurate, and up to date to avoid failed transactions.
- Service Providers and Venue Owners are responsible for reporting any applicable taxes in compliance with local tax laws.
- EVÖQ reserves the right to withhold payments if it suspects fraudulent activity, violation of terms, or any disputes related to the booking.
- Users should report any unauthorized transactions immediately to EVÖQ's support team for investigation.

8. USER CONDUCT & COMMUNITY GUIDELINES

Users must adhere to the following conduct standards:

- Always engage in professional and respectful behaviour.
- Avoid posting misleading, offensive, or fraudulent content.
- Do not engage in harassment, discrimination, or inappropriate behaviour.
- Circumventing platform fees by arranging payments outside of EVÖQ is prohibited.
- Use of the platform for illegal or unauthorized activities is strictly prohibited.
- Infringing on intellectual property rights, including uploading unauthorized content, is not allowed.
- Spamming, solicitation, or any disruptive behaviour within the platform will result in account penalties.

- Users are prohibited from posting harmful or defamatory content.
- Violating these guidelines may lead to warnings, suspension, or permanent removal from the platform.

9. DISPUTES & LIABILITY LIMITATIONS

- EVÖQ is not responsible for the performance, outcome, or any issues arising from services or transactions booked through the platform.
- Users must first attempt to resolve disputes directly. If needed, EVÖQ may provide limited mediation services, but we are not obligated to intervene.
- EVÖQ refuses any liability for financial losses, damages, or reputational harm resulting from interactions on the platform.
- The platform is provided “as is,” and users agree to use it at their own risk.
- EVÖQ’s liability is limited to the amount paid for the booking or service in question, and excludes any indirect, incidental, or consequential damages.

10. Acceptable Use and Conduct

To maintain a safe, inclusive, and professional environment for all users, EVÖQ requires all members to comply with the following acceptable use standards:

- Users must use the platform lawfully, ethically, and in a manner consistent with its purpose—to connect, collaborate, and book services within the creative industry.
- Users must not post, share, or transmit any content that is unlawful, defamatory, discriminatory, harassing, threatening, or otherwise inappropriate.
- Users may not misrepresent their identity, qualifications, or services, or engage in misleading or fraudulent conduct.
- Circumventing the platform’s payment system, including arranging bookings or payments outside of EVÖQ to avoid commissions or fees, is strictly prohibited.
- Users may not infringe on the intellectual property, privacy, or publicity rights of others.
- All content uploaded or shared on the platform, including portfolios, listings, reviews, and messages, must be accurate, relevant, and free from offensive or deceptive material.
- Users must not use the platform to send spam, solicitations, or unrelated commercial advertising.
- Attempts to hack, reverse-engineer, scrape data, or interfere with the platform’s functionality or security are forbidden.
- Users must not use automated tools, bots, or scripts to interact with the platform without prior written consent from EVÖQ.

Enforcement:

EVÖQ reserves the right to remove, edit, or restrict any content or account that violates these standards. Accounts may be suspended or permanently terminated at EVÖQ's discretion. In cases of serious or repeated violations, EVÖQ may withhold funds, cancel bookings, or report users to relevant authorities.

Reporting Misuse:

Users are encouraged to report any suspected violations of this policy to **support@evoqstudios.com**. All reports will be reviewed promptly and handled confidentially.

11. INTELLECTUAL PROPERTY RIGHTS

- Users retain ownership of the content they upload to the platform, including portfolios, job postings, and messages.
- By submitting content, users grant EVÖQ a non-exclusive, worldwide, royalty-free license to display, promote, and distribute content within the platform and for marketing purposes.
- EVÖQ owns all rights to its branding, logos, software, and proprietary materials, and users may not copy, reproduce, or modify them without express written permission.
- Users may not use EVÖQ's branding, software, or proprietary content for commercial purposes without prior authorization.
- Any intellectual property infringement claims will be addressed in accordance with the platform's policies.

12. PRIVACY & DATA PROTECTION

- EVÖQ collects and processes personal data in accordance with its Privacy Policy.
- Users have rights under GDPR and other applicable data protection laws to request access, correction, or deletion of their personal data.
- The platform uses cookies and tracking technologies to enhance the user experience and provide relevant services.
- EVÖQ will not sell, lease, or rent personal data to third parties without user consent.
- Security measures are in place to protect user data, but users are also encouraged to use caution when sharing personal information.

- EVÖQ may share user data with third-party service providers as necessary for the operation of the platform but will ensure these providers comply with privacy standards.

13. ACCOUNT TERMINATION & SUSPENSION

- EVÖQ reserves the right to suspend or terminate accounts for violating these terms.
- Users may deactivate their accounts at any time, though certain data may be retained for legal or operational purposes.
- EVÖQ may take legal action against users found to be engaging in fraud, abuse, or illegal activity.

14. CHANGES TO TERMS & CONDITIONS

- EVÖQ may update these Terms and Conditions, as necessary.
- Users will be notified of significant changes via email or platform announcements.
- Continued use of the platform after updates constitutes acceptance of the revised terms.

15. END USER LICENSE AGREEMENT (EULA)

- This ("Agreement") is a legally binding agreement between you (the "User" or "End User") and **EVÖQ** ("Company", "we", "our", or "us"). By accessing, downloading, installing, or using the EVÖQ platform (the "Platform"), including the website, mobile application, services, and content, you agree to comply with the terms and conditions of this Agreement. If you do not agree to these terms, you must not use or access the Platform.

16. DEFINITIONS

For the purpose of this Agreement, the following terms have the meanings set forth below:

- **Platform:** Refers to the **EVÖQ** website, Platform, and all associated services, features, content, and software.

- **User:** Any individual or entity accessing or using the Platform, including creatives, businesses, and venue owners.
- **Service Provider:** A User offering creative services such as photography, videography, design, or modeling through the Platform.
- **Client:** A User seeking to book services or spaces via the Platform.
- **Content:** All text, images, videos, graphics, software, and other materials provided or uploaded by EVÖQ or Users to the Platform.
- **License:** The limited, non-exclusive, non-transferable rights granted to the User under the terms of this Agreement.

17. LICENSE GRANT AND RESTRICTIONS

17.1. License Grant

EVÖQ grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for its intended purpose, subject to your compliance with this Agreement. This license includes the right to:

- Download, install, and use the Platform on supported devices for personal, non-commercial use, unless otherwise specified.
- View, interact with, and engage with the content and features of the Platform as intended.

17.2. Restrictions

You may not, and you agree not to:

- Reverse engineer, decompile, disassemble, or attempt to discover the source code of the Platform or any of its components.
- Modify, translate, or create derivative works based on the Platform, except as expressly authorized by EVÖQ.
- Use the Platform in any way that may harm, disrupt, or interfere with the integrity, functionality, or security of the Platform.
- Use the Platform for any unlawful, unethical, or unauthorized purpose, including but not limited to infringing on intellectual property rights, distributing malicious software, or engaging in fraudulent activities.
- Attempt to circumvent or disable any security measures implemented by EVÖQ to protect the Platform.

18. USER ACCOUNT

To access certain features of the Platform, you must create an account. By creating an account, you agree to the following:

- You are responsible for maintaining the confidentiality of your account credentials, including your username and password.
- You agree to provide accurate, complete, and up-to-date information during the registration process and to promptly update your information as necessary.
- You are solely responsible for all activities that occur under your account, whether or not authorized by you.
- You must immediately notify EVÖQ of any unauthorized use of your account or any other security breach.

19. USER CONTENT AND INTELLECTUAL PROPERTY

19.1. Ownership of User Content

You retain ownership of any content you upload or submit to the Platform, including but not limited to profiles, service listings, communications, images, videos, and other materials ("User Content"). However, by submitting User Content to the Platform, you grant EVÖQ the following rights:

- A worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicensable license to use, display, distribute, and promote your User Content within the Platform for the purposes of providing and improving the Platform.
- The right to remove or modify your User Content in accordance with this Agreement and the Platform's terms.

19.2. Ownership of EVÖQ Content

EVÖQ retains full ownership of all intellectual property rights to the Platform, including the website, Platform, and all associated software, content, trademarks, logos, and materials. Except for the limited license granted to you under this Agreement, you do not acquire any rights, title, or interest in any of EVÖQ's intellectual property.

20. PRIVACY AND DATA USE

Your use of the Platform is subject to EVÖQ's **Privacy Policy**, which explains how we collect, use, and protect your personal data. By using the Platform, you agree to the collection and use of your personal information as described in the Privacy Policy.

21. PAYMENTS AND FEES

- **Service Providers** are responsible for setting their pricing and payment terms for the services they offer on the Platform.
- **Clients** are responsible for paying the agreed-upon fees for services or space bookings.
- EVÖQ may charge a commission or service fee for facilitating transactions on the Platform. These fees will be clearly outlined during the booking or transaction process.
- All payments are processed through third-party payment processors, and EVÖQ is not responsible for any issues related to payment processing, refunds, or disputes between Users.
- Refunds and cancellations are subject to the terms agreed upon between the Client and Service Provider, as well as EVÖQ's applicable refund and cancellation policies.

22. TERM AND TERMINATION

22.1. Term

This Agreement will remain in effect as long as you continue to use the Platform or until your account is terminated.

22.2. Termination by EVÖQ

EVÖQ reserves the right to terminate or suspend your access to the Platform at any time, without notice, if we believe that you have violated this Agreement or are engaged in activities that harm the Platform or other Users.

22.3. Termination by User

You may terminate your account and stop using the Platform at any time by deactivating your account through the Platform settings or by contacting EVÖQ support.

22.4. Consequences of Termination

Upon termination of this Agreement, the licenses granted to you under this Agreement will immediately terminate, and you must cease all use of the Platform. Any provisions of this Agreement that, by their nature, should survive termination (such as ownership, indemnification, and liability provisions) will remain in effect.

23. DISCLAIMER OF WARRANTIES

The Platform is provided "as is" and "as available" without any representations or warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. EVÖQ does not warrant that the Platform will be error-free, uninterrupted, or free from viruses or other harmful components.

24. LIMITATION OF LIABILITY

To the fullest extent permitted by law, EVÖQ, its officers, directors, employees, agents, and affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or use, arising out of or in connection with this Agreement or the use of the Platform, whether in contract, tort, or otherwise.

25. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless EVÖQ, its officers, directors, employees, agents, and affiliates from and against any claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising from:

- Your violation of this Agreement or the terms of any other policies or guidelines of EVÖQ.
- Your use of the Platform or any services offered through the Platform.
- Any claim that your User Content infringes the intellectual property or privacy rights of third parties.

26. DISPUTE RESOLUTION AND GOVERNING LAW

26.1. Dispute Resolution

Any disputes arising from this Agreement shall first be attempted to be resolved through informal negotiations. If such negotiations are unsuccessful, disputes will be

resolved through binding arbitration in accordance with the rules of the Centre for Effective Dispute Resolution (CEDR) in the jurisdiction where EVÖQ is based.

26.2. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes not subject to arbitration shall be brought before the courts of the United Kingdom.

27. AMENDMENTS AND UPDATES

EVÖQ may update, modify, or amend this Agreement at any time. We will notify you of any significant changes by email or through notifications on the Platform. Continued use of the Platform after such changes will constitute your acceptance of the revised terms.

28. MISCELLANEOUS

- **Entire Agreement:** This Agreement constitutes the entire agreement between you and EVÖQ with respect to the Platform and supersedes all prior or contemporaneous agreements or understandings.
- **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.
- **Waiver:** EVÖQ's failure to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision.

29. Governing Law & Contact Information

- These Terms and Conditions are governed by the laws of the United Kingdom.
- Any legal disputes shall be resolved in UK courts.

For inquiries, support, or complaints or If you have any questions or concerns regarding this Agreement, please contact us at:

- **Email:** [Support@evoqstudios.com]
Address: [86-90 Paul Street, London, EC2A 4NE]

By using EVÖQ, you confirm that you have read, understood, and agreed to these Terms and Conditions and agree to abide by the terms of this **End User License Agreement (EULA)**.