TERMS AND CONDITIONS

Revised April 16, 2026

1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (**you**), and **Scene Group Limited**, whose registered address is at **Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1RL**

(**Cavalry**, **we**, **us**), concerning your access to and use of the Cavalry **(https://cavalry.scenegroup.co)** website as well as the Cavalry software application (the **Software**) and any other related applications (the **Services**).

You agree that by accessing the Services, you have read, understood, and agree to be bound by all of these Terms and Conditions.

If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 You must create a Cavalry account on the Cavalry website to use the Services. You are responsible for all activities that occur under that account. You should maintain the confidentiality and security of your password. If you think an account has been used in an unauthorised manner, you should immediately change your password and notify us of any misuse.

1.3 All prices shown on the Cavalry website exclude the applicable tax rate. Depending on your country of purchase, other local charges and taxes may also apply.

The supplemental terms and policies set out in Section 1.7 below, as well as any other supplemental terms and conditions or documents that may be posted on the Services from time to time, are expressly incorporated by reference.

1.4 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Services represents that you have accepted such changes.

1.5 We may update or change the Services from time to time to reflect changes to our products, our users' needs and/or our business priorities.

1.6 Children may not access or use the Service, other than through Canva Education. For purposes of these Terms, a child is a person under the age of 13 (or the minimum legal age required to provide consent for processing of personal data in the country where the child is located).

1.7 Additional policies which also apply to your use of the Services include:

- Privacy Policy, which includes our Cookies Policy, and explains how we process any personal data we have. By using the Services, you consent to such processing.
- The EULA which sets out the terms on which users are licenced to use the Software.

2. Acceptable Use

2.1 You must comply with these Acceptable Use terms. These terms place certain restrictions on the content you can upload, the designs you create and how you use Cavalry. Cavalry reserves the right to determine whether content violates these terms at its sole discretion. You may not access or use the Services for any purpose other than that for which we make the website and our Services available.

2.2

Anti-discrimination

Cavalry does not support and will not tolerate its Service being used to discriminate against others, especially when based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin. You are not permitted to use the Service in a manner which would or would likely incite, promote or support such discrimination and you must not use the Service to incite or promote hostility or violence. If we believe in our sole determination that your use of the Service is being used to discriminate, especially if based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin, we may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason.

General Use

Your use of this Services must comply with Canva's Acceptable Use Policy (https://www.canva.com/policies/acceptable-use-policy/). In addition, as a user of this Site, you agree not to, directly or indirectly use the Services to:

- Systematically retrieve data or other content from the Site to a compile database or directory without written permission from us
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users to send unsolicited email or creating user accounts under false pretenses
- Use a buying agent or purchasing agent to make purchases on the Site
- Use the Site to advertise or sell goods and services
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use
- Engage in unauthorized framing of or linking to the Site
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords

- Make improper use of our support services, or submit false reports of abuse or misconduct
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- Interfere with, disrupt, or create an undue burden on the Site or the networks and services connected to the Site
- Attempt to impersonate another user or person, or use the username of another user
- Sell or otherwise transfer your profile
- Use the Site or our content as part of any effort to compete with us or to create a revenue-generating endeavor or commercial enterprise
- Decipher, decompile, disassemble, or reverse engineer any of the Software, or any other software comprising or in any way making up a part of the Site
- Attempt to access any portions of the Site that you are restricted from accessing
- Harass, annoy, intimidate, or threaten any of our employees, agents, or other users
- Delete the copyright or other proprietary rights notice from any of the content
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site, or any material that acts as a passive or active information collection or transmission mechanism
- Use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools
- Use the Site in a manner inconsistent with any applicable laws or regulations
- Threaten users with negative feedback or offering services solely to give positive feedback to users
- Misrepresent experience, skills, or information about a User
- Advertise products or services not intended by us
- Falsely imply a relationship with us or another company with whom you do not have a relationship

3. Information you provide to us

3.1 You represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information and promptly update such information as necessary; (c) you will keep your password confidential and will be responsible for all use of your password and account; (d) you have the legal capacity and you agree to comply with these Terms and Conditions; and (e) you are not a minor in the jurisdiction in which you reside.

If you know or suspect that anyone other than you knows your user information (such as an identification code or user name) and/or password you must promptly notify us at support@cavalry.studio

3.2 If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change a user name you select if we determine that such user name is inappropriate.

4. Our content

4.1 Unless otherwise indicated, the Services including the Software, source code, databases, functionality, website designs, audio, video, text, photographs, and graphics on the Services (**Our Content**) are owned or licensed to us, and are protected by intellectual property laws.

4.2 Except as expressly provided in these Terms and Conditions and/or the EULA, no part of the Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose.

4.3 Provided that you are eligible to use the Services (including the Software), you are granted a limited licence to access and use the Services.

4.4 You shall not (a) try to gain unauthorised access to the Services, including websites or any networks, servers or computer systems connected to the Services; and/or (b) make for any purpose including error correction, any modifications, adaptions, additions or enhancements to the Services or Our Content, including the modification of the paper or digital copies you may have downloaded.

4.5 We shall (a) prepare the Services and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Services that contains viruses.

4.6 The content on the Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Services.

4.7 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Services is accurate, complete or up to date.

5. Service Management

5.1 We reserve the right at our sole discretion, to (1) monitor the Services for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) remove from the Services or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (4) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

5.2 We do not guarantee that the Services will be secure or free from bugs or viruses.

5.3 You are responsible for configuring your information technology, computer programs and platform to access the Services and you should use your own virus protection software.

6. Modifications to and availability of the Services

6.1 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. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

6.2 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. 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. We are not obliged to maintain and support the Services or to supply any corrections, updates, or releases.

6.3 There may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to the Services, 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 at any time, without prior notice.

7. Disclaimer/Limitation of Liability

7.1 The Services are provided on an as-is and as-available basis. You agree that your use of the Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

We make no warranties or representations about the accuracy or completeness of the Services (including content made available as part of the Services) and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal data and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the Services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay

or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

7.2 Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- These limitations will not apply to liabilities arising out of your indemnification obligations or your breach of the section entitled 'Acceptable Use' and the 'EULA' terms.
- In no event will either party be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, losses, or expenses (including but not limited to business interruption, lost business or lost profits) even if it has been advised of their possible existence and notwithstanding the failure of essential purpose of any remedy. These limitations will not apply to liabilities arising out of your indemnification obligations or your breach of the section entitled 'Acceptable Use' and the 'EULA' terms
- Cavalry is not responsible for, and assumes no liability for, the contents of user content created using the Services.
- If we fail to comply with these Terms and Conditions, we will not be responsible for any loss or damage that was reasonably foreseeable by you at the time you started using the Services.

Notwithstanding anything to the contrary contained in the Disclaimer/Limitation of Liability section, Cavalry's aggregate cumulative liability for any cause whatsoever and regardless of the form of the action, will at all times be limited to a total aggregate amount equal to the greater of (a) the sum of £5000 or (b) the amount paid, if any, by you to us for the Services during the six (6) month period prior to any cause of action arising.

If you are a business user:

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site/Services; or
- use of or reliance on any content displayed on our Site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

- We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
- These terms do not affect consumer rights that cannot by law be waived or limited.

8. Term and Termination

8.1 These Terms and Conditions shall remain in full force and effect from the first time you access or use the Services and continue in full force and effect until your account is deleted or terminated. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at support@cavalry.studio

8.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.

If we determine, in our sole discretion, that your use of the Services is in breach of these Terms and Conditions, the EULA, or of any applicable law or regulation, we may terminate your use or participation in the Services or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.

8.3 If we terminate or suspend your account for any actual or suspected breach of these terms you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

8.4 You can stop using the Service and/or cancel your subscription at any time via your account settings. Unless we explicitly and in writing say otherwise, if you cancel a paid subscription, your subscription will be cancelled at the end of your then-current billing cycle and you will not be entitled to a refund of any fees already paid (except where required by law) and any outstanding fees will become immediately due and payable.

8.5 In the event of termination of your paid subscription for cause due to default by Cavalry, Cavalry will refund, on a prorated basis, any prepaid fees for the Service for the period beginning on the effective date of termination through the end of your then-current subscription. In the event of a termination of your subscription due to an actual or suspected breach by you, you will not receive any refund and will immediately pay any outstanding fees for the remaining period of your subscription.

9. General

9.1 Visiting our websites, 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 other than electronic means.

9.2 These Terms and Conditions 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.

9.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

9.4 We may assign any or all of our rights and obligations to others at any time.

9.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

9.6 If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

9.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.

9.8 *These Terms and Conditions will be governed by and construed in accordance with the*

laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these Terms and Conditions. .

9.9 Cavalry is a registered trade mark owned by Scene Group Limited. You are not permitted to use the trade mark (or any trade mark owned by Scene Group Limited) without our prior written approval.

9.10 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

9.11 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at support@cavalry.studio or by post to our registered address.