

## New Terms Effective From 8th August 2019

### 1. INTERPRETATION

The definitions and rules of interpretation in this condition apply in these terms and conditions.

#### 1.1 Definitions:

**Contract:** The Contract between the Company and the Customer to which these Conditions apply;

**Customer:** the person, firm or company who purchases Services from the Company.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Services or Service or Subscription:** the services to be provided by the Company under the Contract, set out at Schedule 1.

**Performance Targets:** The targets set out at Schedule 2.

**Company:** Handlr Ltd., company number 10603748, whose registered office is at Queens Court, 9 – 17 Eastern Road, Romford, Essex RM1 3NH.

**VAT:** The VAT number for Handlr Ltd. is 282446196. Value added tax chargeable under English law for the time being and any similar additional tax.

**Online Portal:** The area of the Company's website(s) provided to registered Customers to manage their services, payment information and contact information. For live chat services this can be accessed by visiting <https://handrlivechat.com/my-account/> or for SEO services, WordPress Hosting services or Website Building services, this can be accessed by visiting <https://handlrseo.com/my-account/>.

**1.2** Condition, Schedule and paragraph headings shall not affect the interpretation of this agreement.

**1.3** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4** A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5** Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8** A reference to **writing** or **written** includes email.
- 1.9** References to conditions and Schedules are to the conditions and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

## **2. APPLICATION OF CONDITIONS**

**2.1** These conditions shall:

- (a)** apply to and be incorporated in the Contract; and
- (b)** prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

**2.2** No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Company unless in writing and signed by a duly authorised representative of the Company.

**2.3** The commencement of the provision of Services by the Company (including during any agreed trial period) constitutes an offer by the Company to supply the Services in accordance with these Conditions and an agreement by the Customer to use the Services constitutes acceptance of these Conditions. The Customer's standard terms and conditions (if any) shall not in any circumstances govern the Contract.

## **3. THE COMPANY'S OBLIGATIONS**

**3.1** The Company shall provide such of the Services as requested by the Customer.

**3.2** The Company shall use reasonable endeavours to meet the Performance Targets, but any such Targets are estimates only and shall not be of the essence of the Contract.

## **4. CUSTOMER'S OBLIGATIONS**

**4.1** The Customer shall:

- (a) Provide in a timely manner all information required by the Company in order to provide the Services;
- (b) provide in a timely manner such access to the Customer's data is requested by the Company ;
- (c) provide in a timely manner such information as the Company may request, and ensure that such information is accurate in all material respects;
- (d) where Live Web Chats are provided by the Company , the Customer is obliged to add the appropriate HTML code to the Customer website(s).
- (e) provide at all times whilst the Customer remains within a minimum contracted term or within a notice period to cancel; at least one valid method of payment **with** continuous payment authority for the Company to charge the Customer when any bill becomes due.

**4.2** If the Company 's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay to the Company on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to the Company confirming such costs, charges and losses to the Customer in writing.

**4.3** If the Company 's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, or of any third party, the Company shall not be liable for any consequential inability to provide the Services and no refund shall be payable to the Customer for any period when the Services cannot be provided.

**4.4** The Customer shall not, without the prior written consent from a director of the Company , at any time from the date of the Contract to the expiry of six months after the termination of the Contact, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Company.

**4.5** The Customer shall ensure:

- (a) the use of any services provided by the Company are for legitimate, ethical and legal purposes and the Customer will advise the Company prior to use of any services if there is any suspicion whatsoever that the Customer intends to use the services for any purpose which falls outside of this clause.

- (b) it only requests, collects, retains and distributes personal or sensitive information for legitimate and legal purposes within the boundaries of any data protection laws anywhere in the world which the Customer is obliged to comply with.
- (c) it immediately manually deletes any data collected and stored which it knows or ought to know:
  - (i) should not be stored, or should not be stored without encryption..
  - (ii) the owner of the data did not provide consent and would not reasonably expect that you would store such data without their consent.
- (d) will inform the Company immediately if they suspect their use of any service provided by the Company either has, or may at any time in the past, present or future result in a breach of any data protection law they are obliged to comply with.
- (e) they update their privacy and cookie policy to include the use of any services provided by the Company where applicable. This information will include additional cookies used to track live chat history, analytics tracking and tools which search the internet to gather information about the visitor based on any email address they provide.

## **5. CHARGES, PAYMENT AND REFUNDS**

- 5.1** Unless otherwise agreed in writing by the Company , all sums due to the Company under the Contract shall be payable monthly in advance via credit or debit card and will be paid via automated payment without input from the Customer via continuous payment authority required for all accounts by default. Some accounts may be paid via monthly Direct Debit or BACS transfer at the discretion of the Company . There is no guarantee the Company will accept alternative payment methods. The payment schedule for Direct Debit or BACS payments will be made on an individual basis and will be advertised on the payment schedule. Payment for any subscription Services the Customer has signed up to plus any additional overuse of the subscription Services, is due on the invoice date and will strictly be payable on the same day if payment is made via credit or debit card. If payments are made via direct debit, payment will be requested within 7 days from the date of invoice. The Company reserves the right to not incur any costs or commence any work until the first payment has been received in full.
- 5.2** In the event that the Company agrees to accept payment by means other than credit or debit card, the Company reserves the right to charge a monthly administration fee of £10.
- 5.3** All charges under the Contract shall be subject to VAT at the prevailing rate.
- 5.4** The Company may review and increase the cost for the Services and will give the Customer 30 days notice in writing of any increase.

**5.5** Without prejudice to any other right or remedy that the Company may have, if the Customer fails to make payment in full by the due date via credit or debit card (or other method are pre-agreed in writing) the Company may:

- (a) charge a late payment fee of £25 each calendar month that the payment remains outstanding, and
- (b) suspend all Services until payment has been made in full.
- (c) utilise the rights under a continuous payment authority agreement and attempt to charge the Customer using any payment method linked to the Customer account without prior notice.

**5.6** Time for payment shall be of the essence of the Contract.

**5.7** All payments payable to the Company under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

**5.8** All amounts due under this agreement shall be paid by the Customer to the Company in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.

**5.9** All payments made to the Company will be made in British pound sterling (GBP) unless otherwise advertised. The Customer is responsible for ensuring the full pound sterling amount is paid in full when making any form of international payment from any currency other than pound sterling (GBP). The Customer will pay any and all charges and deductions that the Customer's financial institution imposes; or any fees or deductions charged to the Company for any international payments made to the Company by the Customer.

**5.10** If the Customer believes they are entitled to a refund from the Company, the Customer must make a formal request to the Company in writing via email for the refund and a full reason why a refund is being requested. Refund requests from the Company must never exceed the total amount paid by the Customer for the period and Services the refund request is for. Refunds may only be considered where the Company has failed in its obligations in some way. Where a refund is considered, it will be paid at the sole discretion of the Company. No refund will be payable when any sum is outstanding from the Customer to the Company. No refund will be payable where the value is less than £150. In such cases, a credit will be applied to the Customer account only.

**5.11** Where a refund request is agreed and granted by the Company, this will be payable by a method as decided by the Company and not by the Customer. A refund is only payable to the Customer and not an agent or third party to the Customer. The

Company reserves the right to create a refund schedule and pay such refunds over a period of time not exceeding 30 days if the total value is less than £500, or 6 months if the total value is less than £10,000, or 12 months if the total value exceeds £10,000. If the Customer refuses to accept a refund or returns payments made by the Company, the Company will void the refund agreement and the Customer will forfeit any refund due.

- 5.12** Any refunds made will be payable in British pound sterling (GBP), or at the discretion of the Company, in the same currency as the original payment and returned via the original payment method where reasonably possible. The Customer is responsible for ensuring they have a bank account capable of accepting pound sterling (GBP) payments into the account via cheque or BACS payment. The Company will deduct any and all fees associated with the transfer of payments from the Company account to the Customer account if the fee, or total fees for the entire refund schedule are above £5.00 (GBP) in value.
- 5.13** No refunds will be made for cancellations of subscription Services. If any subscription Services is cancelled, the subscription will not be terminated until either a) the day of the next subscription renewal payment is due, or b) the date the minimum subscription agreement was due to end, whichever is the latter.
- 5.14** For services advertised with a refund guarantee within a specific time period, refunds will be issued as per schedule 5 below only. The Company reserves the right to withdraw the refund guarantee at any time. A refund guarantee will only apply to new Customers at the start of the contract. The refund guarantee does not apply to renewal payments or where the Customer resubscribes to the same, or a similar service.
- 5.15** The minimum subscription period for all Services is **12 calendar months** unless specifically advertised otherwise in writing and Services will auto-renew unless cancelled as per clause 8. No refund will be offered if the Customer for any period of time where the Customer fails to terminate the agreement as per clause 8 of this agreement.
- 5.16** Subscription payments will be taken automatically without prior notice if the Customer has an active credit or debit card on file, or a direct debit mandate set up. Subscriptions with a continuous payment authority will automatically re-attempt to take payment on 4 occasions until the services are automatically suspended.
- 5.17** The Company may issue coupon or discount codes at its discretion which may apply fixed or recurring discounts on specific services for specific timeframes. All coupon or discount codes are only valid as per the individual terms advertised for that discount code and must only be used by the intended recipient. Coupon and discount codes must be applied at checkout. No coupon or discount codes can be applied to a Customer account after a purchase has been made and no refunds or partial refunds may be issued due to the Customer not adding the discount or coupon code at checkout. The Company reserves the right to withdraw a discount or coupon code

from a Customer account without notice to the Customer and for any reason whatsoever. This includes Customer accounts where a valid coupon or discount code has been used and a recurring discount is provided. Where the Company identifies a coupon or discount was obtained by a Customer who was not the intended recipient or the discount was used for an unintended product or service, the Company reserves the right to demand and charge immediate payment for losses incurred by misuse of the discount or coupon code and may terminate your services without notice. Where a continuous payment authority exists, the Company will charge the payment card without notice to the Customer.

## **6. DATA AND MONITORING**

- 6.1.** The Company is registered with the Information Commissioner's Office under reference ZA252525. Without prejudice to any other rights or remedies which the parties may have, subject to clause 6.6 information about individual clients and their employees is kept strictly confidential in accordance with the Data Protection Act 1998 and (at such time as the same comes in to force) the EU General Data Protection Regulation and other relevant data protection legislation.
- 6.2.** Any information disclosed by and/or relating to (i) the Customer and its directors, employees, contractors and consultants, and (ii) any person or organisation from whom the Company engages in any form of contact on behalf of the Customer (a "caller"), will be treated as strictly confidential and not disclosed to any person, except to such of the Customer's directors, employees, contractors and consultants as the Customer may notify to the Company from time to time:
- 6.3.** "Information" includes (without limitation) (i) the name, company, firm or organisation, telephone number and other personal and contact details of the caller, (ii) the nature and content of the call, facsimile or e-mail (including any attachments to the facsimile or e-mail, and any messages or voicemails left by the caller), and (iii) the existence of the call, facsimile or e-mail; whether disclosed, recorded or stored verbally, in writing, electronically, or by any other means;
- 6.4** The Company will process all "personal data" (as defined in the Data Protection Act 1998 and the EU General Data Protection Regulation) relating to the Customer, the Customer's directors, employees, contractors and consultants, and callers strictly in accordance with the Data Protection Act 1998 and the EU General Data Protection Regulation and other relevant data protection legislation. For the purposes of this agreement, "process" will include (without limitation) the collection, recording, storage and disposal of personal data;
- 6.5** The Customer is responsible for ensuring their own compliance with the Data Protection Act 1998, the EU General Data Protection Regulation and other relevant data protection legislation (or any legislation that supersedes it) and will not pass any information obtained for them by the Company outside of the European Union, nor to any third party. The Customer will not permit any third party to access data held on

the Company's website or database and will ensure that their own electronic devices are secure by implementing all necessary data protection measures.

- 6.6** The Company will not, unless the Customer can demonstrate a genuine business requirement, collect any data that is considered Sensitive Personal Data for the purposes of the Data Protection Act 1998, the EU General Data Protection Regulation and other relevant data protection legislation. Customers requiring the collection of Sensitive Personal Data must make a request in writing. The Company may in its absolute discretion accept or refuse the request and will confirm in writing any limitations upon the Data to be collected.
- 6.7** All calls will be recorded and retained for a maximum of 28 days. Recordings remain the property of the Company and will not be provided to the Customer in any circumstance without a court order.
- 6.8** The Company may monitor usage and analytics without permission or consent of the Customer. No personal information will be used in any way by the Company when such monitoring takes place and this is only done to improve the experience for the Customer and performance of the Company's services.

## **7. LIMITATION OF LIABILITY**

- 7.1** The following provisions set out the entire financial liability of the Company (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a)** any breach of the Contract howsoever arising;
  - (b)** any use made by the Customer of the Services, or any part of them; and
  - (c)** any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.
- 7.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3** Nothing in these conditions excludes the liability of the Company :
- (a)** for death or personal injury caused by the the Company's negligence; or
  - (b)** for fraud or fraudulent misrepresentation.
- 7.4** Subject to Condition 7.3:
- (a)** The Company shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (i) loss of profits; or
  - (ii) loss of business; or
  - (iii) depletion of goodwill or similar losses; or
  - (iv) loss of anticipated savings; or
  - (v) loss of contract; or
  - (vii) loss of use; or
  - (viii) loss or corruption of data or information; or
  - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Company's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

## **8. TERMINATION**

- 8.1** Unless clause 8.2 or clause 8.8 applies, either party may terminate the Contract by giving no less than 30 days' written notice to the other party, however, notice given by the Customer within the first calendar month of the Contract will be deemed to expire no sooner than the end of the first month.
- 8.2** Where a fixed term or minimum term contract has been entered into, either party may terminate the Contract by giving no less than 30 days' written notice to the other party, however, notice given by the Customer within the period as appropriate of the Contract will be deemed to expire no sooner than the end of the original agreed contract period as appropriate and the 30 days' notice will start from the date of the next invoice.
- 8.3** Without prejudice to any other rights or remedies to which the Company may be entitled, the Company may terminate the Contract immediately without liability to the Customer if:
- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - (b) the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- (d)** the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e)** the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (f)** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (g)** an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;
- (h)** the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
- (i)** a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (j)** a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- (k)** any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 11.1(d) to Condition 11.1(j) (inclusive);
- (l)** there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010);
- (m)** the Customer provides services to a third party in competition with the Company or in any way offers managed chat services using software provided by the Company.

**8.4** Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

**8.5** Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the

right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

**8.6** Where the agreement is terminated due as per clause 8.1 or clause 8.3, the Customer will be liable to pay the remaining balance of the contract which has not yet been paid, plus an administration fee of £25. Payment will be due in full within 7 days of the Termination date via BACS payment only and no further Services will be provided to the Customer by the Company.

**8.7** Where the agreement is terminated by the Company as per clause 8.1 or 8.3, the Company accepts no liability for any financial losses incurred by the Customer or for any costs incurred by the Customer in respect of finding or using an alternative product or service provider.

**8.8** If the Customer wishes to terminate the agreement not covered by clause 8.1 or 8.2, the Customer must cancel from their Online Portal on the Company's website and may **NOT** be made via phone, email, live chat or by any other means. The Customer must terminate the agreement:

- a. **Before** the next scheduled renewal date, or the Services will automatically renew and the termination will not take effect until the following renewal date after the Customer terminates the Contract.
- b. **Before** any free trial period is due to end (if applicable), or the Services will automatically enter into the full minimum term as per clause 5.

**8.9** If the Customer has any Services covered under clause 8.8, the Company may terminate the agreement by giving no less than 30 days' written notice.

## **9. FORCE MAJEURE**

**9.1** The Company shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service, network, server or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## **10. WAIVER**

**10.1** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **11. RIGHTS AND REMEDIES**

**11.1** The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **12. SEVERANCE**

**12.1** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of this agreement.

**12.2** If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **13. ENTIRE AGREEMENT**

**13.1** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**13.2** Each party acknowledges that in entering into this agreement it does not rely on , and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

**13.3** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **14. ASSIGNMENT**

**14.1** The Customer shall not, without the prior written consent of the Company , assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

**14.2** The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

## **15. NO PARTNERSHIP OR AGENCY**

**15.1** Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to

bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **16. THIRD PARTY RIGHTS**

**16.1** No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **17. NOTICES**

**17.1** Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office;

**17.2** Any notice or communication shall be deemed to have been received:

- (a)** if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b)** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

**17.3** This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this condition, "writing" shall not include email.

## **18. GOVERNING LAW**

**18.1** The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

## **19. JURISDICTION**

**19.1** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **SCHEDULE 1 – SERVICES**

This schedule sets out the services provided by the Company, along with important information about those services. It is important that you carefully read the sections which apply to the Services that you have requested the Company to provide.

Services are as advertised on the Company's website as "Proactive Live Chat" or "Live Chat" (Proactive Live Chat Software and Support System), "SEO" (Search Engine Optimisation), "WordPress Hosting" (Website hosting service for WordPress websites) and "Managed Live Chat" (Live chat software and agents).

Some Services have minimum term agreements advertised which are shorter than the standard in clause 5 of this agreement. The shorter date advertised (if applicable) will override the standard minimum term.

### **Hours of Business – all services**

The Company's hours of business may vary depending on the Services the Customer subscribes to:

1. 'Standard' hours of business are 09.00 – 17.00 Monday to Friday UK local time.
2. These hours do not include public holidays as advertised in England. The Company reserves the right to change these hours of business without any notice to the Customer.
3. Operating hours are subject to change without notice to the Customer.

### **Live Chat Software**

1. User licenses are sold per user and not per seat. A user license is assigned to an individual email address.
2. The Customer may not remove a user license mid-month and by not using it, the Customer will not be entitled to any refund.
3. The Customer is responsible for installing the live chat code onto their own website and managing all settings contained within the live chat software.
4. The Customer will only be entitled to a single widget for their website included in their Services unless specifically stated otherwise. There will be an additional charge for each additional widget. Each widget has its own individual live chat code and settings.
5. The Customer is responsible for their own data security and ensuring only properly trained and authorised persons are permitted access to the live chat administration menu and chat agent portal.
6. The Customer's account including all access to administration menus or the web chat portal will be suspended within 7 days if the Customer defaults on payment. If the Customer's account is terminated no data will be recoverable by the Customer.
7. The Customer's live chat account will be deleted upon termination of the Service and data is not recoverable. The Customer is responsible for exporting the data they need prior to the termination date.
8. The Company live chat administrators reserve the right to access the Customer's web chat administration panel, settings, reports, logs and data at any time and without any notice.

9. Where a subscription contains a free allowance of guided support or training via video conferencing, this will be for a single session of no more than 1 hour. The Customer must have paid for their first month of the subscription prior to this training taking place.
10. The Company may apply updates or alterations to the Customer settings without prior notice or permission. This is done to help improve the performance of the chat platform for the Customer. The Customer can request the Company do not make alterations to its setup in writing, however software updates will still be applied. The Company does not accept liability for alterations which reduces the performance or any other damages.

### **Search Engine Optimisation (SEO)**

1. The Company cannot provide any guarantees of what organic search ranking the Customer will achieve within any given timeframe, nor can the Company make any guarantee that the Customer will receive more website traffic within any given time frame.
2. The Company does not provide time stamped logs of the time spent on the SEO services.
3. The Service is as described on the website at the time of subscribing. The Company reserves the right to withdraw or amend the Services without prior notice.

### **WordPress Hosting**

1. The Company provides managed WordPress hosting which includes:
  - a. Server patching and maintenance.
  - b. Software patching and maintenance.
  - c. 24/7 system alerting and monitoring.
  - d. Security scans, monitoring, hack and DDoS prevention.
  - e. Virus scanning.
  - f. Daily secure server backups.
  - g. Website migrations.
  - h. Multisite ready WordPress single site installation.
  - i. Wordpress security patches.
  - j. Updates to WordPress plugins and themes using WordPress toolkit.
  - k. Restore Customer backups which are held locally on the Company's server or remote storage which is accessible from the Customer's Online Portal.
  - l. Other support on request.
2. Managed support will NOT include the following:
  - a. Fixing any theme, plugin, bespoke coding issues or edits made to databases which cause errors.
  - b. Installation of themes or plugins except for the default themes and plugin sets provided by the Company.

- c. Restoration of individual Customer website(s) from whole server backups.
  - d. Amend Customer DNS records or name servers.
  - e. Purchase, or transfer domain names for the Customer.
3. By default, the Company will host the Customer's websites in a UK based data centre unless specified otherwise at the time of signing up.
4. The Customer cannot opt to change data centre location.
5. All services use a shared virtual server location and shared IP address. If the Customer requires a dedicated virtual server and static IP address, the Customer must request this as a bespoke Service and a minimum term contract of 12 months will apply.
6. The Customer is provided access to a dashboard to administer their website on.
7. No email service is provided on any WordPress hosting plan and will not be provided unless the Customer opts for a bespoke, dedicated virtual server with a static IP address.
8. The Company will perform at least one backup of the entire virtual server daily. This backup can only be used by the Company to restore the entire network of websites hosted by the Company on that specific server. The Customer will not be able to restore a website from an entire server backup created by the Company.
9. The Customer is responsible for ensuring they use the tools provided by the Company to create backups of their own website(s). In the event the Customer's website is deleted or in any way malfunctions, the Customer can only restore their website(s) by using the backup tools provided by the Company, from a backup the Customer created.
10. The Customer will not be permitted to generate any single upload to the Company servers which exceeds 2GB in size. This includes backups.
11. If the Customer is migrating from another hosting provider, the Company can perform the migration for a fee, unless advertised otherwise, of a single WordPress website configuration. Multisite migrations are not supported by the Company, although can be achieved manually by the Customer or a developer appointed by the Customer.
12. WordPress multisite is enabled for the Customer to set up. The Company may at its discretion provide a multisite configuration on behalf of the Customer for a fee. This will require the Customer to provide DNS access to the Company.
13. The Company will suspend or permanently terminate the Service if the Customer's website is found to be unethical, offensive, illegal or promoting illegal activity. The following is not an exhaustive list, however will be considered a material breach of our Contract. This will apply to any Customer or Customer's website that:
  - a. Breaches UK or international law. Or any laws in the country of the Customer or the intended website audience.
  - b. Promotes hate against any social group which will include hate based on:
    - i. Ethnicity
    - ii. Gender or gender identity
    - iii. Language
    - iv. Nationality
    - v. Physical appearance
    - vi. Religion
    - vii. Sexual orientation

- c. Promotes or enables cyber bullying.
- d. Used for, in any way promotes or provides tutorials or content in:
  - i. Terrorism in any form.
  - ii. Explosives, bomb making or converting, creating or adapting firearms.
  - iii. Self harm.
  - iv. Harming others, save for legitimate and internationally recognised self-defence.
  - v. Hacking or dark web.
  - vi. Gang related activities or rivalry.
- e. Is connected with, or in any way affiliated to any terrorist group, anywhere in the world.
- f. Hosts video or providing any form of video streaming service.
- g. Is *spammy* or promotes *spam* activities.
- h. Considered by the Company to knowingly be producing false or significantly inaccurate news (or commonly referred to as fake news).
- i. Is in any way pornographic or lewd.
- j. Has minor copyright infringements and fails to rectify the infringement within 7 days of first being notified.
- k. Has significant copyright infringements, or acts of plagiarism or spoofing.
- l. Intends or sells any:
  - i. Gun, firearm, ammunition or explosive as defined by the UK Firearms Act 1968.
  - ii. Any weapon be it made or adapted unless legitimately and legally used for self-defence training or recognised sport.
  - iii. Animal except for legitimately recognised domestic pets.
  - iv. Drugs or equipment used to manufacture drugs.
  - v. Counterfeit product or service.
  - vi. Items or services the Customer knows or ought to know it cannot reasonably provide.

## **Website Building**

1. The Company reserves the right to refuse to build any website if it does not fall within the values and ethics of the Company.
2. Upon request of a website build, the Company will require a non-refundable deposit before any planning or project work will commence.
3. All websites will be built using WordPress only.
4. All website content, creatives, css, javascript files and other work produced by the Company, remains the property of the Company until the Customer has paid the invoice balance in full AND confirmed the website is completed to a satisfactory standard. On completion of the website, the Customer will have full ownership of the website.
5. Any amendments to the website are chargeable after the website is completed and has been *signed over* to the Customer.

6. Once the maximum number of revisions have been exhausted by the Company, the Customer will be liable to pay any remaining balance and for any additional work requested.

### **Live Chat Answering (Managed Chat)**

1. Live web chats will be staffed by the Company, whose aim will be to obtain contact information and establish the nature of the enquiry from the website visitor. This information will then be emailed to the Customer upon completion of the web chat session.
2. The Customer will benefit from the features advertised with the standard Service they subscribed to. All web chats are charged on a per chat basis and not per lead unless specifically advertised otherwise. It is the Customer responsibility to ensure they select the appropriate Service for their needs. Where a bespoke Service is agreed with the Customer, the Customer will be subject to the same terms as other Services, with the sole exception of any new agreement which contradicts the features or terms of standard Services.
3. Where the Service allows, the Company may attempt to provide answers to website visitor enquiries using the Frequently Asked Questions (FAQs) information provided by the Customer.
4. It is the Customer's responsibility to ensure that FAQ information is kept up to date and communicated to the Company. The Company will not be held responsible for any incorrect information being provided to any person under any circumstances.
5. The Company does not provide an installation service and the Customer is responsible for installing the appropriate code to allow live chats to take place. The Service will deem to have started upon signing up to the service and not the date the Customer installs the live chat code.
6. Where the Service allows, and unless the Customer advises otherwise in writing, once installed Live Chats will proactively open every time the relevant web page is visited.
7. If a live chat consists of 5 or fewer exchanges of messages between the Company and the website visitor prior to the conclusion of the chat either by the website visitor or the Company, then it will not be charged for.
8. Where the Customer has paid for a specific number of chats per month, any chat in excess of that amount will be charged at the per chat price stated for the Service the Customer has subscribed to. The Company will not alert the Customer of exceeding their chat allowance.
9. Should a Customer not wish to be charged for additional chats, it is the Customer's responsibility to remove the code from their web pages.
10. The Company will not inform the Customer when their Service limit has been reached.
11. Unused chats remaining in a monthly Service at month end will not be carried over into the following month. They may not be refunded or credited for use against any other service with the Company. Nor can they be transferred to another Customer.

12. Where a Customer has subscribed to "Agent license(s)" which enables them to answer web chats, the Customer when logged into the chat portal will automatically receive all web chat requests being a tier 1 level agent. If web chats are unanswered within 40 seconds they will automatically be diverted to a Company web chat agent where available.
13. If a Customer has purchased a license which enables them to answer live chats, this will still deduct from the Service allowance for use of our resources. The Customer will also lose access to Agent Settings and Chat Assignment Rules. The Company may alter the Customer chat box design and live chat operational hours if required without notice. Adjustments to operational hours will prevent the Customer from answering chats outside of these hours.
14. The Company makes no guarantees of obtaining website visitor personal information.
15. By providing any information obtained by the Company from any visitor to the Customers website, it does not automatically imply the website visitor has provided consent to marketing or reselling of their data by the Customer.

### **Training, Development and Additional Services**

1. Where a subscription contains on-site support and training, this will be for an instructor as appointed by the Company to deliver a training presentation to the Customer as per agreed in the contract. Once the Customer agrees a day and time for training, this session cannot be cancelled or altered in any way by the Customer. A training session will not be confirmed until payment is received in full for the training and all other charges associated with the training delivery. Payment must be made no later than 14 days prior
2. A full training day (on-site or remote video training) will last no longer than 6 continuous hours. This will include planned breaks not exceeding 20 minutes each. There will also be an additional lunch break of up to 60 minutes.
3. The Customer will be responsible for all reasonable travel costs, subsistence and accommodation which must be paid for prior to attendance. The Customer should supply the Company with a specification of any particular needs they wish the Company to address during the presentation at least 14 days prior to the training taking place. Failure to do so will result in a standard training Service modules being delivered. The Customer must have paid their first invoice in full prior to the training date being finalised. Where on-site training takes place the following provisions will apply:
  4. a) Where a training period will exceed 10 hours including all training modules, breaks and travel, the Customer will be liable for accommodation as booked by the Company. This will include booking of accommodation priced at £250 per night per instructor, or where local hotel costs exceed this figure, a suitable 4-star hotel will be selected by the Company.  
  
b) The Company will decide the method of travel for the Company instructors. When via train or plane (domestic or international) this will be business class or equivalent. Where a car is used the Customer will be liable to pay 65p per mile.

c) Where the Company opts to send an additional representative who is not required for training, to the training session all costs will be borne by the Company in respect of the additional representative.

d) The Company will invoice the Customer based on its best estimate of the costs incurred, however, any additional costs incurred will be invoiced to the Customer and will be payable within 7 days. No refunds will be offered in respect of the charges.

5. The Customer can request additional on-site training or video conferencing training at an additional cost.
6. Any customisation required by the Customer will incur additional costs.
7. Training material will be provided within the cost of the training Service. Additional training materials required by the Customer for use after training will incur additional costs.
8. Any live on-site training will be agreed upon the availability of the Company and must take place within 1 calendar month of the Customer entering into this agreement. The Company may offer up to 3 individual dates for the Customer to choose from which will be no closer than 3 days apart. If the Customer is unable to meet any of these dates, the Customer will forfeit the service and no refund or partial refund will be available.
9. Where a Customer had paid for remote video support, this will be conducted on a schedule as directed by the Company. Each session will be a minimum of 45 minutes and must be conducted in one continuous session. Credit will not be made for any time not used for the pre-booked session. The Company will provide dates the Customer can choose to have the remote video support session. Once the Customer selects a day and time, this session cannot be cancelled or altered in any way by the Customer.
10. If the Customer fails to attend the pre-booked on-site training or remote video support session for any reason, they forfeit that session and it will be considered completed in full. Where the Customer attends late to a session, the session will conclude at the pre-agreed time. No extension will be permitted under any circumstances.
11. Where a day and time has been agreed for any training or support, be they on-site or remote video conferencing, the Company reserves the right to withdraw from the training without notice and provide an alternative day and time for the training without accepting any liability for losses incurred by the Company due to any changes to the schedule.
12. If an installation service is provided with your services this will be completed usually within 3 UK working days from the day any information requested from the Customer is provided.
13. Any parts of the Customers installation which is performed by the Company as part of a paid for service or upon other agreement will not be subject to any free alterations by the Company once considered completed by the Company. Any additional alterations (if agreed by the Company) are subject to additional charges as the Company sees fit. The Company will quote you for any additional work.

#### **General – all services**

1. The Company reserves the right to refuse to provide any of its Services without providing any reason whatsoever.
2. Transcripts of live chats will be sent only to the nominated 'company' e-mail address provided by the Customer from no-reply@handlr.co.uk unless otherwise selected and will include information in the footer of the email relating to the Company , its services and privacy laws which may not be altered for any individual Customer.
3. Customers are not permitted to express a preference as to who will be answering their live web chats.
4. Whilst Customers may upgrade their Service within the minimum term and will be charged pro-rata at the point of upgrading, no downgrading will be permitted during the period of their current subscription. Downgrading is subject to the notice periods set out at clause 8 of these Conditions. Where the subscription permits downgrading, the reduced level of Service will take immediate effect, and no refund or store credit will be offered.
5. Where any Service is a fixed price and includes "unlimited" use of the service, a fair use policy will apply as per paragraph as below:
  - a. No longer in use.
6. Allowances whether included in standard itemised or unlimited Services cannot be transferred between Customers or used by or on behalf of any third party.
7. Services provided to the Customer are solely for the benefit of the Customer. Customers may not use the Services provided to act in competition with the Company or resell any content, ideas, data or anything else which has been provided to the Customer by the Company.
8. Any addon features or allowances will remain active unless specifically cancelled by the Customer.
9. Free Trials only include the fixed monthly subscription fee element and will not include any additional usage outside of the subscription Service allowances. The trial will be for a set period of time as shown at the time of signing up.
10. The Customer must at all times when receiving a service from the Company , including during a free trial period, have a valid form of payment on their account for automated billing purposes.

## **SCHEDULE 2 – TARGETS**

This Schedule sets out the targets that the Company aim to match in providing the Services. Please note that these are targets and not guaranteed. Nor are they performance indicators. In the unlikely event that the Company is unable to meet these targets you will not be entitled to any refund nor does it imply automatic rights to terminate the Services. Please refer to clauses 3, 7 and 8 of this agreement.

### **Initial setup of services**

1. The Company will aim to set up a request for services within 3 UK working days of the Customer signing up, payment being received in full and satisfactory completion of a setup form (where applicable).
2. The Customer will be charged their first-month subscription payment upon the initial sign-up of services. No refunds will be offered for not receiving services within the

period of setting up the services, unless this exceeds 5 UK working days and it is the direct result of a failure by the Company to provide the Services as agreed in writing.

3. The Customer will be emailed once their services are activated. The Customer is responsible for ensuring their email server, firewalls and spam systems in place are capable of receiving emails from any @handlr.co.uk email address. The Company cannot accept responsibility for emails not received by the Customer once sent. Particularly hello@handlr.co.uk, client@handlr.co.uk and [no-reply@handlr.co.uk](mailto:no-reply@handlr.co.uk).

### **Proactive Live Chat Cloud Software**

1. The Customer is responsible for the management of all parts of their own live chat instance settings, reports, logs and agent training.
2. The Company will endeavour to ensure the live chat cloud software is fully operational at all times. Once aware of any major issues of the live chat system, the Company will aim to have these fixed within 48 hours in most cases. Where this is not possible, this will be extended to a maximum of 10 days before any discretionary compensation may be offered to the Customer. A major issue will only be the inability of the Customer to communicate with website visitors via the live chat software due to a problem with the Company live chat platform.
3. If in the unlikely event users experience continuous downtime of the live chat system exceeding 1 day in any 30 day period, a credit note may be issued upon request within 7 days, and at the discretion of the company, equivalent to the duration where loss of service was experienced. Calculations will assume 24 hours coverage in any single day. The time will start from the period where the organisation advise the Company of the downtime.
4. Once aware of any minor issues of the live chat system, the Company will aim to have these fixed within 30 days in most cases. Where this is not possible, this will be extended to a maximum of 90 days before any discretionary compensation may be offered to the Customer. A minor issue is all other issues which do not prevent the Customer from communicating with their website visitors via the live chat software.
5. The Company will not provide training unless specifically agreed with the Customer prior to the purchase being made.
6. The Company does not accept any liability for loss of service due to an incompatibility of the Customers computer systems, servers, patches, any software or anything else deemed to be the fault of the Customer, which prevents the use of the Company's live chat software.

### **Managed Live Web Chat Services (Chat Handlr)**

1. The Company will attempt to capture the visitor's name, contact email or phone number and a short message.
2. Live chats will where possible will be answered within 5 minutes.

3. If all agents are busy, the live chat box may not appear on your website to avoid excessive queuing.
4. No new chats will be initiated during the final 15 minutes of the hours of business for the Service the Customer has subscribed to.
5. Agents will be handling multiple chats and whilst they will try and avoid delays, some delay may be unavoidable.
6. Where the Service allows, the Company may answer any FAQs and obtain contact details where appropriate.
7. The Company cannot accept liability for any incorrect information being provided to website visitors of the Customer, or website visitors who leave a live chat session at any point in a live chat session.
8. The Company will hold training sessions from time to time, without notice, which may result in a partial or complete loss of service during the period of training taking place. The Company will not accept any liability or provide any refund in these circumstances.
9. The Company does not guarantee a live chat agent will always be available during the standard working hours, and may, without any notice be offline for any period of time. Providing the Customer alerts the Company via the support area on the Customers Online Portal:
  - a. If the Company is offline for more than 5 full 'standard hours' working days in any 30 day period, after being alerted by the Customer, the Customer will be entitled to a partial refund for each days' loss of Service.
  - b. If the Company is offline for more than 10 full 'standard hours' working days in any 30 day period, after being alerted by the Customer, the Customer may terminate the agreement for the Service with immediate effect, by providing notice via the support area on the Customers Online Portal within 7 days of the end of the 30 day period it relates to.
10. Where a Customer requests an alteration to their Services the Company will endeavour to process the change within 2 working days.

### **SCHEDULE 3 – Referral Program and Discount Codes**

The Company has a referral program which is open to all subscribers and members.

Additionally, it is open to others who do not subscribe to any services provided by the Company.

#### **Additional Definitions**

**Affiliate User** - The registered user who has subscribed to the affiliate program.

**Contractor** - A contractor includes self-employed, freelance workers, businesses and other organisations. It will include a business or organisation who either are currently engaged to do some work for the Company or who have previously undertaken any work for the Company, previously for payment or otherwise. Where a Contractor is a business or organisation, it will include all shareholders, directors, persons of

significant control, employees, volunteers, workers or others who may be considered employees.

**Commissions** - The reward earned by the Affiliate User in the form of cash, account credit or points to be exchanged for rewards.

**Coupon Code** - A unique code which provides a discount on selected products and/or services based on specific criteria.

## **Referral Program**

### 1. General

All affiliate accounts are subject to approval.

Standard affiliate commissions are in the form of a store credit to be used for services.

Not all products and services earn commissions. Any subscription with a monthly value of £15 per month or less will not earn any referral commissions.

The Affiliate User may be issued unique Coupon Codes which, if used with a purchase will automatically credit the Affiliate User.

### 1. Limitations of joining

Any person who falls into a category 1-4 directly below may not join any affiliate program with the Company. If the person was already an approved affiliate prior to falling into a category below, the Affiliate User must inform the Company. The Affiliate User account will be considered suspended. No referrals may be awarded.

1. An employee or former employee of the Company.
2. A family member of an employee at the Company.
3. A close friend or associate of an employee at the Company.
4. A Contractor of the Company, either presently or previously (unless agreed in writing).

### 1. Termination Rights

The Company reserves the right to terminate any affiliate user for any reason and without warning. The Company reserves the right to withdraw any advertised affiliate offering. If the Company becomes aware of any unauthorised or a mistake being made in an affiliate program, which in turn has become an affiliate offer, the Company reserves the right to withdraw that offer with immediate effect and void any affiliate rewards it sees fit.

If the Company becomes aware of any abuse of the affiliate program, the Affiliate User account may be terminated without notice. The Affiliate User may be required to return part of or all of the rewards provided by the Company to the Affiliate User.

## 1. Affiliate Payments and Payouts

Standard affiliate payments are in the form of a store credit are to be exchanged for services only. No cash or other alternative is available.

Where you are entered into a points reward program, those points may be redeemed against selected reward items available as long as the Affiliate User has sufficient points to redeem against the reward item in full. No partial exchange is accepted.

Where an Affiliate User is on a cash reward system, payments will be made by the Company on a quarterly basis and via a method as preferred by the Company.

## 1. Rejected Referrals

All rejected referrals will have a reason provided. If the Affiliate User has already been rewarded for a referral, which is subsequently rejected, including in an audit up to 6 months after the date of the referral being awarded, the Affiliate user will be required to return all or part of the value of the reward at the time of the reward being received. The Company will decide on the value to be returned. The Affiliate User will have no more than 14 calendar days to return the value of the reward once requested.

The Affiliate User may not under any circumstances advertise the affiliate program on any third-party rewards website without the express written permission of a senior manager or director of the Company. Any affiliate sign-ups or rewards which are referred via a reward or other affiliate website, upon being discovered will be rejected.

In any such case below, and for any reason whatsoever, any Affiliate User account which has been;

1. Suspended.
2. Rewards rejected or voided by the Company.
3. Rewards voided by the Company after the reward has been claimed.

The user will not be entitled to claim any further rewards. Furthermore, in the case where the Affiliate User has caused any losses to the Company, the Affiliate User, upon demand from the Company, will be required to pay back part of the monetary value of the losses, or the full value of such losses within 7 calendar days of being notified.

If an Affiliate User has ever used paid services from the Company and has ever:

1. Defaulted on payment.
2. Had an outstanding overdue balance.
3. Been suspended.
4. Had services terminated by the Company.

The Affiliate User account will be deemed void and no payments will be made, unless the Affiliate User applies in writing to senior management of the Company and is provided written authority to continue as an approved Affiliate User.

#### **SCHEDULE 4 – Promotions & Offers**

1. The Company reserves the right to alter or withdraw an offer or promotion at any point without any notice to the Customer.
2. Where the Customer has already commenced a promotion period, applied any discount code or offer which is to be altered or withdrawn. The Company will provide no less than 7 days notice of the changes via email. If the Customer does not cancel their service within the 7 day period, the new terms will apply and the Customer will be charged as per the new terms.
3. A Customer is only entitled to one free trial of any service if offered. The Company reserves the right to withdraw a free trial from any account the Company has reason to believe has already received a free trial period and an immediate charge for the full price of the service will be charged without notice.
4. Where a free trial of live chat software is provided to the Customer, the live chat agent account created will be deleted, if in any week, fewer than 16 hours available time is recorded for any agent created on the Customer account.
5. A Customer is only entitled to a maximum of 3 agent accounts during a free trial period. The Customer will be given access to the additional agent accounts requested after the first successful payment.
6. The Customer is responsible for cancelling the service prior to any offer or promotion period ending if they do not wish to be charged. If the Customer fails to cancel the subscription from their members area prior to the charging period, the Customer will be charged and no refund will be provided under any circumstances.
7. The Customer will lose access to their account if they do not provide a payment method prior to the trial ending.

#### **SCHEDULE 5 – Refund guarantee period**

1. There is no refund guarantee period or cooling off period unless specifically advertised as part of an offer or for specific services.
2. Where a refund guarantee period exists as part of an offer or specific service, this refund will be honoured in full subject to any terms displayed on the sales page at the time of purchase.
3. A Customer may only enter into an agreement for ONE refund guarantee period for one single subscription of a similar service. Any future subscriptions with refund guarantee periods are waived by the Customer to avoid abuse of the guarantee.
4. A similar service relates to services which are similar in nature. For example, a Managed Live Chat Answering service (Chat Handlr) including 50 live chats is similar to a Live Chat Answering service with 1000 chats included. However, it will not be

considered similar to a subscription which only relates to Live Chat Cloud Software where the Customer answers their own live chats.

5. Where a money back guarantee of any duration is offered, unless specifically stated otherwise, all money back guarantees are subject to the following terms:
  1. The Customer must have installed the the Company's live chat software on their main business website for a period of no less than two consecutive weeks.
  2. The Customer will ensure the settings make it possible for a website visitor to initiate a live chat using a chat button, and also submit an offline form using an offline form button, both of which are required to be a minimum of 100px by 100px.
  3. The Customer must have enabled proactive chat popups for new and existing visitors on the home page of the Customers main website and enabled the settings so live chat agents can receive live chat messages from the Customers' website visitors.
  4. The Customer must have agents online and available to answer live chats over a two week period for a minimum of 6 hours per day, 5 days per week during the Customers normal advertised opening hours. This online time does not include adding together the time of agents who were logged in and shown available at the same time. For example, if 5 agents are all shown available online continuously from 9am to 5pm, this counts as a total of 8 hours logged in time.
  5. The Customer must not have missed 25% or more of live chats on the platform.
  6. The Customer must not have deleted any chat logs or used the GDPR data cleansing tool to remove data within the period of the money back guarantee. If chat logs have been deleted or the GDPR data cleansing tool used to remove personal data from chat logs during the period, the money back guarantee will be forfeited by the Customer.
  7. The Customer is only entitled to a refund under the money back guarantee if there have been no leads gained whilst the live chat software has been installed. A lead will include contact information being provided which would enable the Customer to contact the website visitor again such as email, address, phone, place of work, social media accounts etc. This includes leads provided to the Customer by a website visitor during a live chat or any offline form submission. It will also include a website visitor initiating a Call, using the Call Me function.
  8. The Customer must request the refund at least 1 UK working day prior to the end of the money back guarantee period to qualify. Refunds will be processed in line with these terms and conditions.

## **SCHEDULE 6 – Live Chat Call Credit and Service Add Ons etc**

1. All live chat accounts include a Call Me function which **cannot** be removed. The Call Me function allows visitors to connect with a chat agent or other number remotely via telephone or computer audio.
2. If the Customer does not subscribe to a Call Me Service and subsequently makes use of the Call Me feature at any time, they will be automatically subscribed to the minimum Call Me credit Service of 500 minutes. All minutes outside of the minimum Service will be charged at 12p per minute.
3. Set up services, where purchased, covers the following scope of work which will be delivered based on satisfactory completion of your setup form: Configuring agent settings; adding chat agents and an agent image; configuring chat assignment rules; adding standard canned messages; emailing chat box code to your designated webmaster; email destination setup; creation of 1 chat box design with 1 round of amendments requested within 5 days of completion and design is based on limitations of the chat box design studio; adding up to 5 agent links; adding up to 5 agent FAQ's; setup of secure data transfer (if included in your plan); GDPR automation rules (if included in your plan); feedback survey; call me (if included in your plan); up to 5 custom proactive chat popups; up to 5 agent labels/chat tagging.