

## 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:** Digital Business Enterprises Ltd trading as "HandlrSEO", company number 08662459, whose registered office is at 82 Wandsworth Bridge Road, Fulham, London SW6 2TF.

**VAT:** 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 SEO & digital marketing services this can be accessed by visiting <https://handlrseo.com/my-account/>.

**SEO Dashboard:** A website(s) provided to view SEO keyword ranking and download SEO reports.

**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 as 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) provide at all times whilst the Customer remains within a minimum contracted term or within a notice period to cancel where direct transfers are not the usual method of payment; 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 Contract, 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.

**4.6** The Company may at its sole discretion provide a white label SEO Dashboard for a Customer who wishes to sell SEO Services to its own Customers in its own brand. The Company will still provide the same scope of services in line with the terms in Schedule 5 below. A Customer will be considered a white label Customer if it is agreed by any means to be one and a white label dashboard is set up for any Customer Services.

## **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 bank transfer. Some accounts may be paid via monthly Direct Debit or credit or debit card and will be paid via automated payment without input from the Customer via continuous payment authority at the discretion of the Company . There is no guarantee the Company will accept alternative payment methods. The payment schedule for Direct Debit or credit card or debit card 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 by the due date shown on the invoice. 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 due invoice has been received in full and late payment will not extend the Services period for that month.

**5.2** In the event that the Company agrees to accept payment by means other than a UK bank transfer, 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 £250. In such cases, at the discretion of the Company, a credit will be applied to the Customer account only and must be used towards services by the Customer within 3 months, or the Customer will waive its rights to the credit on the account and the account credit will be expired.

**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 bank transfer 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

**(vi)** 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 60 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 60 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 60 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 unless agreed in writing with a director of 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 as per clause 8.1 or clause 8.2 or clause 8.3, the Customer will be liable to pay the full 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 bank transfer 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 clause 8.2 or clause 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 provide written notice, or terminate the agreement from the Online Portal on the Company's website if the Customer has access and cancellation may **NOT** be made via phone, live chat, SMS or by any other means. Cancellation will not take effect until the date it has been acknowledged in writing by the Company. The Customer must terminate the agreement:

1. **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.
2. **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 "SEO" (Search Engine Optimisation).

If 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.

### **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.

### **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.

### **General – all services**

1. The Company reserves the right to refuse to provide any of its Services without providing any reason whatsoever.
2. 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 or contract. 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 credit note will be offered.

3. Allowances whether included in standard itemised or unlimited Services cannot be transferred between Customers or used by or on behalf of any third party.
4. 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.
5. Any add-on features or allowances will remain active unless specifically cancelled by the Customer.

## **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 commence services on the first UK working day following the effective start date of the Customer signing up, payment being received in full and satisfactory completion of a setup form or questionnaire (where applicable).
2. Where no effective start date has been agreed, the Company will aim to commence the services within 5 UK working days of the Customer signing up, payment being received in full and satisfactory completion of a setup form or questionnaire (where applicable)
3. The Customer will be charged their first-month subscription or contracted 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.
4. The Customer is responsible for completing any setup form or questionnaire within 24 hours of being requested to do so by any means as decided by the Company. Any delay by the Customer in completing these forms will not change the effective start date, nor will it change any future invoice dates and no credit or refund will be provided for any days lost where the Company have been unable to provide services.
5. The Customer will be contacted via email or phone. 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.

## **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 any offer or promotion at any point without any notice to the Customer.

#### **SCHEDULE 5 – White Label Customers**

Any Customer provided with a White label dashboard has the following amendments to their terms and conditions:

1. The most recent version of these Terms & Conditions that the Customer has agreed to will be deemed to be in force for all Services provided to the Customer by the Company regardless of what the previous version of the terms and conditions applied when the individual Services commenced.
2. The Customer will be liable for the full Contract duration for any white label Services created at its request, regardless of its own customer paying the Customer for the services provided or otherwise.
3. The Company may at its discretion align all Customer payments to a single invoice date each month. The invoice date will be the 1st day of the month with payment due on the same day. The Company will provide 3-days grace to account for weekends and bank holidays. The first payment due will be pro-rata plus the first advance monthly payment.
4. A Customer may request the SEO Dashboard and Services for individual white label accounts be suspended at any time. The Customer will be responsible for requesting and checking it has been reactivated after 1 working day of the request being made.
5. Any Services suspended at the request of the Customer will remain payable in full even during any period of suspension.
6. Missed or late payment for individual white label Services which the Customer is responsible for payment could result in suspension or termination of ALL Customer Services in line with the terms above.
7. You must provide the Company access to your DNS records when requested by the Company and the Customer logo in a suitable format.
8. The Customer may not transfer any Services and statistics either from or to a white label dashboard from a standard dashboard branded to the Company. Only the logo and domain name may be branded to the Customer.

9. The Company reserves the right to withdraw, suspend or delete access to a white label SEO Dashboard for any reason and without notice. It may also at its sole discretion permanently transfer any active Services to the standard Company branded dashboard.
10. Providing the Customer maintains the terms on which any discount or special terms are provided, the discount remains in place for the full minimum duration of the contracted period for the individual Customer white label Services. At all other times, this discount may be withdrawn or amended without notice.
11. The price charged to the Customer is subject to change as per the terms above, outside of the minimum Contracted period.
12. The Company will only communicate with the Customer and will not communicate the Customers own customer unless required to do so in law. If the Company is contacted directly by the Customers own customer, they will be directed back to the Customer and the Company may not advise the Customer of this contact.
13. The Customer is responsible for handling all queries, relaying and updating its own customers with any information they seek.
14. The Customer agrees to inform the Company immediately if any part of the SEO Dashboard is not functioning as intended or displaying information it ought not to display.
15. The Customer is responsible for the security of SEO Dashboard links and accepts access is not protected by password protection.
16. The Company accepts no liability for losses caused or damage in any form to the Customer if the Customers own customer becomes aware of the Company's involvement in the Services being provided, regardless of how they came to know.
17. If the Services are terminated under clause 8.1, clause 8.2 or clause 8.8, the Company agrees not to contact the Customers own customer AND disclose the relationship of the Company with the Customer without the express written permission of the Customer.
18. If the Services are terminated in accordance with clause 8.3 above, the Company may contact the Customers own customer directly without any notice to offer continuation of Services directly with them AND may disclose that the Company has provided the Services they've received.
19. The Company accepts no liability whatsoever for any legal action, refunds or compensation paid by the Customer to its own customers in relation to the Services provided by the Company. Nor will the Company accept any responsibility for the reputational (or any other) damage caused to the Company that is either proven, believed or suspected to be as a direct or indirect result of any Services provided by the Company.
20. The Customer agrees to limit any court claim against the Company to the maximum value of one-month payment for any individual white label Services provided or a total of £1000 whichever is the lesser amount. Any such claim made will be taken as notice of termination (which may not be cancelled) made by the Customer in accordance with clause 8.1 or 8.2 above as appropriate for all Services provided to the Customer.
21. The Customer agrees not to mislead the Services or to damage the reputation of the Company by disclosing the identity of the Company to the Customers own

customers; Or by leaving any negative reviews either online, printed, verbal, in the press, radio, tv or by any other means relating to any Services provided by the Company to the Customer or its own customers.