

The following terms and conditions apply to all services offered by TrueGroup Agency: By ordering services from TrueGroup Agency you are agreeing to the following terms and conditions. TrueGroup Agency is a Trading name of Walktrue Ltd. Situated at 36 Nations Hill, Winchester, SO23 7QY

The acceptance of a project shall be deemed as a contractual agreement between the Customer and TrueGroup Agency hereinafter named "The Agency". By agreeing to these terms and conditions your statutory rights are not affected.

1 INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

- "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
- "Charges" means the charges payable by the Client for the supply of the Services
- "Commencement Date" has the meaning set out in clause 2.2
- "Conditions" means these terms and conditions as amended from time to time in accordance with clause 13.1.
- "Contract" means the contract between The Agency and the Client for the supply of Services in accordance with these Conditions
- "Client" means the person or firm who purchases Services from The Agency.
- "Deliverables" means the deliverables set out in the Order.
- "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including 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.
- "Order" means the Client's order for Services as set out in the quotation document.
- "Pre-Existing Materials" means all documents, information and materials provided by The Agency relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications and processes used in the provision of the Services.
- "The Agency" means Walktrue Limited incorporated and registered in England & Wales with company number 10547952 and whose registered office is at 36 Nations Hill, Winchester, SO23 7QY, United Kingdom.
- "Services" means the services, including the Deliverables, supplied by The Agency to the Client as set out in the Specification.
- "Specification" means the description or specification of the Services provided in writing by The Agency to the Client.

1.2 Construction. In these Conditions, the following rules apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory

provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- 1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to writing or written includes faxes and e-mails.

2 BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Client presses the 'Accept' button on the relevant digital quote supplied by The Agency OR sends an electronic mail confirming acceptance of the quote OR signs and returns the quote. The Agency will then issue written, digital or otherwise, acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The Agency which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by The Agency, and any descriptions or illustrations contained in The Agency catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by The Agency shall not constitute an offer, and is only valid for the period state on that quote.

3 SUPPLY OF SERVICES AND DELIVERABLES

3.1 The Agency shall supply the Services to the Client in accordance with the Specification in all material respects.

3.2 The Agency shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Agency shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and The Agency shall notify the Client in any such event.

3.4 The Agency warrants to the Client that the Services will be provided using reasonable care and skill.

3.5 After the Commencement Date, The Agency will submit to the Client for approval:

- 3.5.1 Copy layouts, artwork, creative concepts and/or scripts; and

3.6 Written or oral approval by the Client of the items specified in clauses 3.5.1 and 3.5.2 will be taken by The Agency as authorisation to proceed with the instruction of third party suppliers as specified in the Order (or which the parties have subsequently agreed upon) in

reliance on the Client's authorisation and the Client shall at all times remain responsible for the costs of these third party suppliers.

3.7 Amendments and Fixes

- 3.7.1 An Amendment is any item that when requested is different to what was originally requested. This is typically where content is provided and later changed or upon seeing a project part built, a new feature is required.
- 3.7.2. A Fix is any request that when requested is the same request as was originally requested. This is typically through a function not working as was originally agreed.
- 3.7.3 Where a Fix relates to a Browser Compatibility issue, the specific terms in relation to Browser Compatibility.
- 3.7.4 When a new task is requested by the Customer, the Agency will determine whether the request is a Fix or an Amendment. A Fix of any previously agreed and paid for item will be free from charges. Amendments are charged at the standard hourly rate. The customer agrees to pay these fees as invoiced.

3.8 Any claim regarding the quality or condition of the Deliverables must be notified to The Agency within 5 working days of delivery of the Deliverables to the Client. If no such notice is received by The Agency within the time period specified then the Client shall be deemed to have accepted the Deliverables. If the Client does notify The Agency within the 48 hour timeframe then, provided The Agency is given a reasonable opportunity to examine the affected Deliverables, The Agency shall, at its option, correct, repair or replace the affected Deliverables. The Agency shall not be obliged to correct, repair or replace the affected Deliverables where the defect arises because the Client has failed to follow The Agency's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables or if the defect arises as a result of The Agency following any drawing or design supplied by the Client or if the Client corrects, alters or repairs the Deliverables without The Agency's prior written consent.

3.9 The risk in the Deliverables shall pass to the Client as soon as they are delivered to the Client. Title to the Deliverables shall not pass to the Client until The Agency has received payment in full (in cash or cleared funds) for the Deliverables any other goods or services that The Agency has supplied to the Client.

4 CLIENT'S OBLIGATIONS

4.1 The Client shall:

- 4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- 4.1.2 co-operate with The Agency in all matters relating to the Services and promptly provide any information relating to the Services in sufficient time to enable The Agency to perform its obligations;
- 4.1.3 provide The Agency with such information and materials as The Agency may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

4.2 If The Agency's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

- 4.2.1 The Agency shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default,

and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the The Agency's performance of any of its obligations;

- 4.2.2 The Agency shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from The Agency's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- 4.2.3 the Client shall reimburse The Agency on written demand for any costs or losses sustained or incurred by The Agency arising directly or indirectly from the Client Default.

5 CHARGES AND PAYMENT

5.1 Unless agreed otherwise in writing and subject to clause 5.2, the Charges are as set out in the Order.

5.2 The Agency reserves the right, by giving notice to the Client at anytime, to increase the Charges at any time during the Term due to any event or factor beyond its control including but not limited to:

- 5.2.1 Any variation of duties or increase in the costs of materials, labour or printing;
- 5.2.2 Any change in the Specification requested by the Client;
- 5.2.3 Any delay caused by the Client.

5.3 The Agency may invoice the Client on completion of the Services. The Agency can raise one or more interim invoice(s) for all or part of the Charges at any time.

5.4 The Client shall pay each invoice submitted by The Agency:

- 5.4.1 within 21 days of the date of the invoice; and
- 5.4.2 in full and in cleared funds to a bank account nominated in writing by The Agency, and
- 5.4.3 time for payment shall be of the essence of the Contract.

5.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by The Agency to the Client, the Client shall, on receipt of a valid VAT invoice from The Agency, pay to The Agency such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 Without limiting any other right or remedy of The Agency, if the Client fails to make any payment due to The Agency under the Contract by the due date for payment ("Due Date"), The Agency shall have the right to charge interest on the overdue amount under the Late Payment of Commercial Debts (Interest Act 1998 (as the same may be amended supplemented or re-enacted to reflect the Late Payment Directive 2011 (2011/7/EU)) and the client shall pay the interest immediately on demand. The Agency shall also have the right to appropriate any payments made to The Agency by the Client whether or not relating to the Services as The Agency may think fit in order to pay off the outstanding amounts.

5.7 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against The Agency in order to justify withholding payment of any such amount in whole or in part. The Agency may, without limiting its other rights or

remedies, set off any amount owing to it by the Client against any amount payable by the The Agency to the Client.

5.8 All out-of-pocket expenses such as outstation travel, stay, etc incurred by the Agency, as part of this assignment, would be borne by the Customer. Such out of pocket expenses will be incurred by the Agency only after specific approval from the Customer. Similarly charges for any other services including application development, media buy, purchase of licensed images and content, etc. if applicable, will be charged extra.

5.9 For ongoing fees (such as, but not limited to, Social Media Management, Hosting and Online Marketing);

- 5.9.1 Payment must be made in advance of the service being provided, or within 21 days of invoice issue date.
- 5.9.2 Where payment is late, it is still applicable, but the Agency are not obliged to provide services for the period that the payment was late.

5.10 Hourly Rates are applicable to changes made at the standard rates as listed below

- 5.10.1 Director level £150+VAT per hour for the services provided.
- 5.10.2 Creatives, designers, developers £82.50+VAT per hour for the services provided
- 5.10.3 Producers, Project managers and other admin £56.25+VAT per hour

6 DATA PROTECTION

6.1 General

- 6.1.1 Each party shall comply with Data Protection Legislation with regards to the processing of Client Personal Data under this Agreement.
- 6.1.2 The Client shall only provide the Agency with Client Personal Data to the extent that it is strictly necessary for the Agency's performance of the Services.
- 6.1.3 The Client shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to the Agency for the duration and purposes of this agreement.
- 6.1.4 The Agency is a Data Processor in respect of the Client Personal Data processed under this Agreement. The Agency shall:
 - 6.1.4.1 process the Client Personal Data only on and in accordance with lawful instructions from the Client which may be specific instructions or instructions of a general nature provided directly to the Agency, which may include any instructions from any end client of the Client with respect to that Client Personal Data;
 - 6.1.4.2 process the Client Personal Data only to the extent, and in such manner as is necessary for the provision of services to the Client;
 - 6.1.4.3 inform the Client of any legal requirement under any applicable law that would require the Agency to process the Client Personal Data otherwise than only on the processing instructions, or if any Client instruction infringes, Data Protection Legislation; and
 - 6.1.4.4 not transfer Client Personal Data out of the European Economic Area without the Client's prior written consent.
- 6.1.5 The scope, purpose and duration of Personal Data and Processing (including the type of Personal Data, categories of Data Subjects and security details) covered by this Agreement is set out in the Schedule of this Agreement.

6.2 Security

- 6.2.1 The Agency shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to its processing of Client Personal Data so as to ensure a level of security in respect of Client Personal Data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data transmitted, stored or otherwise processed.
- 6.2.2 In respect of any Security Incident involving Client Personal Data, the Agency shall without undue delay notify by telephone to and provide the Client with details of the Security Incident.

6.3 Agency Staff and Other Processors

- 6.3.1 The Agency shall not engage another person to perform specific processing activities in respect of the Client Personal Data without the Client's prior written consent. The Agency shall remain fully liable to the Client for the Sub-Processor's performance, as well as for any acts or omissions of the Sub-Processor as regards its processing of Client Personal Data.
- 6.3.2 The Agency shall ensure that its personnel processing Client Personal Data have signed agreements requiring them to keep Personal Data confidential, and take all reasonable steps to ensure the reliability of the Agency personnel processing Client Personal Data and that personnel processing Client Personal Data receive adequate training on compliance with the data protection provisions of this Data Processing Schedule and the Data Protection Legislation.

6.4 Other Obligations

- 6.4.1 The Agency shall forward to the Client and otherwise co-operate with and assist the Agency with any requests received from data subjects of any Client Personal Data.
- 6.4.2 The Agency shall provide reasonable assistance, information and cooperation to the Client to ensure compliance with the Client's obligations under Data Protection Legislation in relation to the processing of Client Personal Data under this Agreement. This includes assistance with any data protection impact assessments and consultations with (or notifications to) relevant data protection regulators.
- 6.4.3 The Agency shall not transfer any Client Personal Data to any country outside the European Economic Area without the Client's prior written consent.
- 6.4.4 The Agency shall make available to the Client on request in a timely manner such information as is required by the Client to demonstrate the Agency's compliance with its obligations under Data Protection Legislation and this Data Processing Schedule.
- 6.4.5 The Agency shall permit audits conducted by the Client or another auditor mandated by the Client for the purpose of demonstrating the Agency's compliance with its obligations under Data Protection Legislation and this Data Protection Schedule. This shall be subject to the Client giving The Agency reasonable prior notice of such audit and/or inspection, and ensuring that any auditor is subject to binding obligations of confidentiality and that such audit or inspection is undertaken so as to cause minimal disruption to the Agency's business.
- 6.4.6 The Agency shall without delay, at the Client's request, either securely delete or return all the Client Personal Data to the Client at the end of this Agreement, or if earlier, as soon as processing by the Agency of any Personal Data is no longer

required for the Agency's performance of its obligations under this Agreement, and securely delete existing copies (unless storage of any data is required by applicable law).

- 6.4.7 The Agency shall enter into the Controller-To-Processor EU Model Clauses in [Schedule 2] where Client Personal Data is processed outside the EU; or in countries which do not ensure adequate level of data. In the event of any inconsistency between this Data Processing Schedule and the Controller-To-Processor EU Model Clauses, the Controller-To-Processor EU Model Clauses shall override this Data Processing Schedule.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 As between the Client and The Agency, all Intellectual Property Rights in the Deliverables and the Pre-existing Materials shall be owned by The Agency. At no point will the Intellectual Property Rights in the Pre-Existing Materials be transferred, assigned or licensed to the Client.

7.2 Subject to clauses 3.9 (including for the avoidance of doubt the condition precedent of full payment of the Charges) the Intellectual Property Rights in the Deliverables but not the Pre-Existing Materials will be deemed to transfer to the Client. From this point, the Agency assumes no rights to the material created and supplied except in accordance with 7.3 below.

7.3. The Agency maintains the right to re-use code that it has created whilst providing services to the Customer. The Customer does not have 'resell' rights unless a separate signed resell rights document has been obtained (at additional cost).

- 7.3.1 The Agency maintains the right to demonstrate previous work carried out on behalf of the Customer for future use.

7.4 The Agency will use reasonable endeavours to ensure that any third party which is either engaged by it to produce (or which otherwise owns) any creative works or materials in respect of the Deliverables shall agree to assign to the Client any Intellectual Property Rights owned by them in relation to the Deliverables upon payment of their fees.

7.5 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on Walktrue obtaining a written licence from the relevant licensor on such terms as will entitle Walktrue to license such rights to the Client.

8 CONFIDENTIALITY

8.1 A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of

confidentiality corresponding to those which bind the Receiving Party. This clause 8 shall survive termination of the Contract.

9 LIMITATIONS OF LIABILITY

9.1 The Client will indemnify and keep indemnified The Agency from and against any and all proceedings, claims, damages, losses, expenses or liabilities which The Agency may incur or sustain as a direct or indirect result of or in connection with the use of any information, representation, reports, data or materials supplied to it by the Client including but not limited to the Consumer Protection from Unfair Trading Regulations 2008.

9.2 The Agency does not warrant or guarantee the success of any marketing exercise or program and the Client is responsible for checking the proposed Services and ensuring their accuracy and the veracity of the statements therein. The Agency is not responsible for checking the accuracy of any information or data provided to it by the Client.

9.3 The Client warrants that it is not a consumer as defined under the Unfair Terms in Consumer Contract Regulations 1999.

9.4 Nothing in these Conditions shall limit or exclude the The Agency's liability for:

- 9.4.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 9.4.2 fraud or fraudulent misrepresentation; or
- 9.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.5 Subject to clause 9.4:

- 9.5.1 The Agency shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 9.5.2 The Agency's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1 million.

9.6 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.7 The Client acknowledges that the limitations and exclusions contained in these Conditions are reasonable and if they had not been included, the Charges would have been increased significantly.

9.8 This clause 9 shall survive termination of the Contract.

10 TERMINATION

10.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 10.1.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- 10.1.2 an order is made or a resolution is passed for the dissolution or winding-up of the other party or an order is made for the appointment of an administrator to

manage the affairs, business and property of the other party or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver to which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt.

10.2 Without limiting its other rights or remedies, The Agency may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract within 14 days of the due date for payment.

10.3 Without limiting its other rights or remedies, if the Client becomes subject to any of the events listed in clause 9.1.2 or if The Agency reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the Due Date for payment then The Agency shall have the right to suspend provision of the Services under the Contract or any other contract between the Client and The Agency and may demand payment of the Charges in full which shall be payable forthwith.

10.4 If a project is cancelled following the order being confirmed and prior to the deposit being paid, the Customer accepts that this deposit is still due and should be paid in full

10.5 If a project is cancelled at any point during the design process, the full deposit is non-refundable and therefore will be retained.

10.6 If a project is cancelled at any point during the build process, the full project balance is payable.

10.7 Hosting services require 30 days end of month notice.

10.8 Retained and periodic services require 30 days end of month notice.

10.9. 30 days end of month shall mean the end of the month following the month in which cancellation was received. (example cancellation on 9th August, service ends 30th September)

10.10 Notice of cancellation should be made in writing via email.

10.11 N/A

10.12 Information and files retained by the Agency will be returned to the Customer upon final payment for any outstanding invoices.

11 CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract for any reason:

- 11.1.1 the Client shall immediately pay to The Agency all of The Agency's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, The Agency shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 11.1.2 the Client shall return all of The Agency Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then The Agency may enter the Client's premises and take possession of them. Until they have been returned,

the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

- 11.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12 NOTICES

12.1 All communications between the parties about this Contract must be in writing and delivered: by hand; or sent by pre-paid first class post; or by email; or by facsimile transmission to its registered office or such changed address as shall be notified to the other party from time to time.

12.2 Communications shall be deemed to have been received:

- 12.2.1 if sent by pre-paid inland first class post, 2 days after posting (exclusive of the day of posting);
- 12.2.2 if delivered by hand, on the day of delivery;
- 12.2.3 if sent by facsimile transmission or email on a working day (in the UK) prior to 4.00pm at the time of transmission and otherwise on the next working day provided the sender can provide a fax delivery confirmation.

13 NON-SOLICITATION

13.1 N/A

14 MARKETING

14.1 The Customer hereby irrevocably licenses the Agency to use and display the Customer's name, figure, logo etc. as a reference on the Agency's website, other marketing materials or types of media whilst they are a Customer of the Agency and for 18 months after the Contract terminates.

16. WEBSITE AND APP DEVELOPMENT SPECIFICS

16.1 Browser Compatibility

- 16.1.1 The Agency will ensure that any website build is compatible with the current versions of Internet Explorer and Google Chrome browsers at the time of release when viewed on a desktop PC.
- 16.1.2 Further Browser configurations (version number and device) should be specified to the Agency at the time of the project. Ensuring Browser Compatibility on these additional browsers is charged at the Agency's standard hourly rate.
- 16.1.3 The Agency will try to make the website work in an identical manner across the browsers, but it is accepted by the Customer that this is not always possible or practical and therefore the definition of Browser Compatibility will be that the user experience is not harmed when the site is viewed on the browsers it is designed for

- 16.1.4 Browser compatibility means a near representation of the original design. As the design is converted into 'code', this may not be an exact match.

16.2 Mobile Responsiveness

- 16.2.1 Unless specified within the Project Proposal, the Agency shall not be responsible for providing a mobile responsive website. The Agency advises all Customers to ensure their websites are mobile responsive. It is the Customer's responsibility to check whether they have requested a mobile responsive design.

16.3 Uploading of Websites

- 16.3.1 The Agency is responsible for uploading the Customer's website and testing all functionality where the site is hosted by the Agency.
- 16.3.2 The Agency is not responsible for uploading the Customer's website to hosting servers not provided by the Agency. Nor is the Agency responsible for the hosting configuration of the Customers hosting provision if it is not with the Agency. However;
- 16.3.3 The Agency agrees to upload to another provider's servers at the Agency's standard hourly rate.
- 16.3.4 Where functionality will not work on another providers hosting provision, the Agency will demonstrate that same functionality working on its hosting servers to prove that the functionality works and the server is at fault.

16.4 Hosting and Domain Services

- 16.4.1 In line with best practice, the Agency uses third party hosting and domain registration services known as 'co locating'. Whilst it is the responsibility of the Agency to act in the Customers best interests when sourcing such suppliers, the Agency cannot guarantee 'up-time' and any hosting services used on your behalf are subject to the terms and conditions of the provider. These will be provided on request.
- 16.4.2 If the Customer decides to move hosting away from the Agency, the Agency will provide as much assistance as required. This is subject to the following;
- 16.4.3 There is a standard Domain Transfer Fee for domain transfers of £22 per domain name.
- 16.4.4 Support provided by the Agency in any way towards the move will be charged at our standard hourly rate.
- 16.4.5 Moves cannot take place where overdue invoices exist. During any period where unpaid invoices exist, and therefore hosting is still being provided, the hosting fee will continue to accumulate and be payable before a site can be moved.

16.5 Ongoing Maintenance

- 16.5.1 The Agency does not include ongoing maintenance in the original quotation unless itemised as a separate item. Any work carried out as part of a 'maintenance' contract or as 'Ad-Hoc' is charged at the standard hourly rate and is calculated in 30 minute units.

17 FORCE MAJEURE

17.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing

such obligations, provided that if the period of delay or non-performance continues for 3 months the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

17.2 Any party that is subject to a force majeure event shall not be in breach of this agreement provided that it promptly notifies the other parties in writing of the nature and extent of the force majeure event causing its failure or delay in performance.

17.3 Under no circumstances shall the Client be entitled to delay payment because of a force majeure event.

18 GENERAL PROVISIONS

18.1 Any variation of the Contract must be in writing and signed on behalf of both parties. If a court decides that any part of the Contract cannot be enforced, that particular part of the Contract will not apply, but the rest of the Contract will. A waiver by a party of a breach of any provisions shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under the Contract shall not prevent the exercise of that or any other right. The Client may not assign or transfer any benefit, interest or obligations under the Contract but The Agency may assign or transfer any benefit, interest or obligation under this Contract without the consent of the Client. The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to any person not a party to this Contract.

19 GOVERNING LAW AND JURISDICTION

19.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2 The parties remotely agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).