

# TERMS OF SERVICE

These Terms and Conditions (the "Agreement") govern the creation and delivery of the Audience Blueprint by Cherry Blue Consultants UK, a company incorporated in the United Kingdom (the "Agency"), to the person or entity identified in the application or order form (the "Client"). The Agency and the Client are each a "Party" and together the "Parties". By submitting an application for an Audience Blueprint and/or by making payment following approval of that application, the Client agrees to be bound by this Agreement.

If there is any inconsistency between this Agreement and any proposal, email, or other document, this Agreement will prevail unless expressly stated otherwise in writing and agreed by the Agency.

## 1. BLUEPRINT FUNDAMENTALS

### 1.1 Blueprint Definition

The Audience Blueprint is a one-off psychographic intelligence and messaging framework delivered as a PDF document.

### 1.2 Scope of Service

This is a deliverable, not an ongoing service. We do not provide Implementation or execution, Coaching or consulting calls, Account management, Post-delivery revisions or updates.

### 1.3 Coverage and Specificity

One Blueprint covers one specific offering (e.g., marketing services for SaaS companies, women's athletic footwear). Generic products/services without specific benefit statements may be rejected.

### 1.4 Definition of Psychographic Segments

"Psychographic Segments" refers to distinct audience profiles based on psychological characteristics, motivations, priorities, and decision-making patterns relevant to your offering.

### 1.5 Nature of Shadow Language and Psychographic Intelligence

The Blueprint contains psychographic insights and Shadow Language derived from the Agency's proprietary research methodology. These insights represent the Agency's

professional interpretation of market data, audience behavior patterns, and publicly available communications.

Shadow Language and psychographic segmentation are inherently interpretive and subjective by nature. They are not:

- a) Verbatim quotations from identified individuals;
- b) Objective psychological diagnoses of specific consumers; or
- c) Guaranteed predictions of audience behavior.

The Client acknowledges that different analysts might characterize the same audience differently, and such variation does not constitute an error in delivery.

### **1.6 Blueprint Packages**

We offer three Blueprint packages:

Each Blueprint covers:

One core offering (a specific product or service with defined value)

One target audience for that offering

Psychographic segments as determined by your chosen tier

Your offering must have sufficient specificity. For example, "Marketing services for SaaS companies" is acceptable. "Marketing services" alone is not.

### **1.7 Blueprint Tiers**

Focused Blueprint – 3 segments

Testing Blueprint – 6 segments

Architect Blueprint – Bespoke scope, governed by separate terms

The Focused and Testing Blueprints are subject to these Terms of Service.

Architect Blueprints are governed by a separate Architecture Blueprint Agreement negotiated and executed prior to commencement. Pricing, deliverables, timelines, and terms for Architecture Blueprints are established on a project-by-project basis and are not covered by this document.

### **1.8 Package Selection & Delivery**

a) Clients select their preferred package tier during the application process.

b) Standard delivery timeframe is 4-6 weeks for Focused and 6-8 weeks for Testing Blueprints. Architect Blueprint delivery timelines will be specified based on project scope

c) Package upgrades may be requested within 48 hours of payment confirmation, subject to availability and additional fees.

d) We reserve the right to reject applications if we cannot provide deep psychographic intelligence for the specified market.

e) To begin the Blueprint creation process, clients must provide their core offering details, price of core offer, chosen tier, and target audience information.

## **2. HOW IT WORKS**

### **2.1 Agreement Formation**

- a) By submitting an application form and selecting "I agree to the Terms of Service" (or similar confirmation), the Client confirms they have read, understood, and agree to be bound by these Terms.
- b) These Terms apply from the moment of application submission. However, the Agency's obligation to provide Blueprint services only commences upon receipt of full payment.
- c) Submission of an application does not guarantee acceptance. The Agency reserves the right to accept or decline any application at its sole discretion.

### **2.2 Application Process**

- a) The Client submits a completed application form including all required information about their offering, target audience, and chosen Blueprint tier (Focused or Testing).
- b) The Agency will review the application and notify the Client of acceptance or decline, typically within 24-48 hours. This timeframe is indicative only and does not create a binding obligation.
- c) If the application is accepted, the Agency will issue a payment link via email. The contract for Blueprint delivery is formed when the Client completes payment in full.
- d) The Agency may decline applications where:
  - i. The offering lacks sufficient specificity for psychographic segmentation,
  - ii. The target market does not provide adequate data sources for research, or
  - iii. The Agency determines, in its sole discretion, that it cannot deliver a compliant Blueprint.
- e) If an application is declined, no payment link is issued and the Client has no further obligations.

### **2.3 Production Timeline**

- a) Production begins promptly following receipt of cleared payment.
- b) Delivery timelines are as follows:
  - Focused Blueprint: 4-6 weeks from payment date
  - Testing Blueprint: 6-8 weeks from payment date
- c) These timelines are targets, not guarantees. Actual delivery may vary based on research complexity, data availability, and the Agency's current workload.
- d) Architect Blueprints are governed by separate terms and timelines established in a bespoke Custom Blueprint Agreement.

## **2.4 Delivery Method**

- a) The completed Blueprint will be delivered as a PDF document sent via email to the address provided in the Client's application.
- b) It is the Client's responsibility to:
  - i. Provide a valid, monitored email address,
  - ii. Ensure their email system accepts emails from the Agency's domain,
  - iii. Check spam/junk folders, and
  - iv. Notify the Agency within 48 hours if delivery is not received.
- c) Delivery is deemed complete when the email containing the Blueprint PDF is successfully sent to the Client's provided email address, regardless of whether the Client actually opens or downloads the file.
- d) The Agency is not responsible for email delivery failures caused by the Client's email provider, spam filters, or incorrect email addresses provided by the Client.

## **3. PAYMENT TERMS**

### **3.1 Payment Process**

- a) Upon application approval, the Agency will send a payment link via email.
- b) Payment must be completed within 3 UK business days of the payment link being issued.
- c) Payment links are single-use and expire after the 3-day period or upon successful payment, whichever occurs first.

### **3.2 Payment Expiration**

- a) If payment is not received within 3 UK business days of application approval, the application will expire automatically.
- b) Expired applications require re-submission through the standard application process. The Agency does not guarantee acceptance of re-applications or availability of production slots.

### **3.3 Limited Availability**

- a) Weekly production slots are limited and allocated strictly on a first-paid basis.
- b) Application approval does not reserve a production slot. Only completed payment secures a production slot.
- c) The Agency may accept applications beyond available capacity and operate a waiting list at its discretion.

### **3.4 Payment Methods**

- a) All payments are processed through Stripe, a third-party payment processor.
- b) The Agency accepts major credit and debit cards in currencies supported by Stripe.

- c) All prices are quoted in GBP (£). Payments made in other currencies will be converted to GBP at Stripe's prevailing exchange rate at the time of transaction.
- d) The Client is responsible for any currency conversion fees, transaction fees, or exchange rate fluctuations. The Agency has no control over exchange rates applied by Stripe or the Client's card issuer.

### **3.5 Upfront Payment**

- a) Focused and Testing Blueprint packages require 100% payment in advance before production commences.
- b) Architect Blueprint payment terms are established in the separate Custom Blueprint Agreement.

### **3.6 Payment Confirmation**

Once payment is successfully processed, the Agency will issue a payment receipt/invoice for the Client's records.

### **3.7 VAT Status**

The Agency is not VAT registered in the United Kingdom. All prices displayed are the final amount payable by UK clients. Clients outside the UK are responsible for any sales taxes, VAT, reverse-charge VAT, or other duties applicable in their own jurisdiction, including any reporting or accounting obligations.

### **3.8 Failed or Incomplete Payments**

- a) If a payment is initiated but fails to complete (e.g., due to insufficient funds, card decline, or payment processor error), the application approval is voided.
- b) The Client must contact the Agency to request a new payment link if their original payment fails. Issuance of a new link is at the Agency's sole discretion.

### **3.9 Cancellation Window**

- a) The Build Phase begins when payment is received.
- b) The Client may cancel within 48 hours of payment by emailing [theteam@nichered.com](mailto:theteam@nichered.com) with their order reference.
- c) Cancellations within this 48-hour window qualify for a partial refund of seventy-five percent (75%) of the fee paid. The remaining twenty-five percent (25%) is retained to cover initial work undertaken and project costs.
- d) Refunds will be processed via the original payment method within 7-10 business days.
- e) After the 48-hour cancellation window, no refunds (full or partial) are available. The Blueprint is a custom-engineered digital asset and production resources are allocated immediately. The full fee is non-refundable and non-transferable.

### **3.10 Statutory Rights**

Nothing in these Terms affects the Client's statutory rights under the Consumer Rights Act 2015 or other applicable consumer protection legislation.

## **4. INTELLECTUAL PROPERTY**

### **4.1 Agency Ownership**

- a) The Agency retains exclusive ownership of all methodologies, frameworks, research systems, psychographic principles, and processes used to create the Blueprint.
- b) Nothing in these Terms transfers ownership of the Agency's intellectual property, proprietary systems, or underlying methodology to the Client.

### **4.2 Client License Grant**

Upon full payment and delivery, the Client is granted a perpetual, worldwide, non-exclusive, royalty-free license to use the delivered Blueprint solely for the specific offering and target audience identified in the application.

### **4.3 Permitted Uses**

The Client may:

- a) Implement the strategies, messaging frameworks, and recommendations contained in the Blueprint in their marketing operations;
- b) Share the Blueprint internally with employees, contractors, and third-party service providers (such as advertising agencies, copywriters, or marketing consultants) strictly for the purpose of implementing the Blueprint for the specified offering;
- c) Quote brief excerpts or insights from the Blueprint in public communications, provided such use:
  - i. Attributes the work to the Agency,
  - ii. Does not reproduce substantial portions of the Blueprint, and
  - iii. Does not misrepresent the Agency's recommendations;
- d) Reference publicly that they engaged the Agency's services.

### **4.4 Brand Integrity Requirements**

- a) The Blueprint is delivered with the Agency's branding, name, and proprietary marks.
- b) The Client may not modify, redact, edit, or reformat the Blueprint's content while the Agency's branding remains visible on the document.
- c) If the Client wishes to remove Agency branding to create modified versions, they must:
  - i. Obtain prior written authorization from the Agency, or
  - ii. Purchase a separate White-Label License (contact the Agency for pricing and terms).
- d) Any modified or rebranded versions must not imply Agency endorsement of changes made by the Client.

#### **4.5 Restrictions**

The Client may NOT:

- a) Resell, sublicense, or commercially redistribute the Blueprint to third parties as a standalone product;
- b) Claim authorship of the Agency's methodology, frameworks, or research systems;
- c) Use the Blueprint for any offering or target audience other than that specified in the original application without purchasing an additional Blueprint;
- d) Reverse-engineer the Agency's proprietary research methodology or psychographic frameworks;
- e) Create competing products or services that replicate the Agency's Blueprint structure or methodology.

For clarity: Creating marketing materials, campaigns, or content based on the Blueprint's recommendations is permitted and encouraged. This restriction applies only to reproducing the Blueprint itself or the underlying methodology.

#### **4.6 License Transfer on Business Sale**

- a) If the Client sells or transfers the business associated with the specified offering, the license to use the Blueprint transfers automatically to the new owner, provided:
  - i. The Blueprint continues to be used solely for the original specified offering and audience, and
  - ii. The new owner agrees to be bound by these Terms.
- b) The Client must notify the Agency in writing within 30 days of any business transfer and provide the new owner's contact details.
- c) The restrictions in Section 4.5 continue to apply to the new owner.

#### **4.7 Agency Portfolio Rights**

- a) The Agency reserves the right to:
  - i. Reference the Client's name, logo, and the fact that services were provided in the Agency's portfolio, case studies, and marketing materials;
  - ii. Display non-confidential results or general project descriptions (e.g., "3-segment Blueprint for SaaS company targeting marketing agencies").
- b) The Agency will not disclose specific strategic recommendations, psychographic insights, or proprietary client information without prior written consent.

#### **4.8 Breach of IP Restrictions**

- a) Any breach of the restrictions in Section 4.5 constitutes a material breach of this Agreement and immediately terminates the Client's license to use the Blueprint.
- b) Upon termination for breach, the Client must:
  - i. Immediately cease all use of the Blueprint,
  - ii. Delete or destroy all copies in their possession, and
  - iii. Confirm compliance in writing within 7 days.
- c) Termination for breach does not entitle the Client to a refund.

d) The Agency reserves all rights to pursue additional legal remedies for IP infringement, including injunctive relief and damages.

#### **4.9 Confidentiality**

a) The Blueprint contains proprietary methodologies and strategic intelligence. The Client agrees to treat the Blueprint as confidential business information.

b) This confidentiality obligation does not prevent:

- i. Sharing as permitted under Section 4.3(b),
- ii. Public quotations as permitted under Section 4.3(c), or
- iii. Disclosures required by law or court order.

#### **4.10 Use of Technology and AI**

All Blueprints are created by the Agency using proprietary frameworks and methodologies owned by the Agency. The creation process may involve advanced software tools, including artificial intelligence systems, to assist with production. All deliverables are developed under human direction and validated by the Agency's experts before delivery.

## **5. DELIVERY & CORRECTIONS**

### **5.1 Delivery Method**

a) The Blueprint will be delivered via email to the address provided by the Client during application.

b) It is the Client's responsibility to:

- i. Provide a valid, monitored email address;
- ii. Ensure email systems accept messages from the Agency's domain; and
- iii. Check spam/junk folders.

c) The Client must notify the Agency within 48 hours if delivery is not received.

### **5.2 Delivery Timeline**

a) Focused Blueprints will be delivered within 4-6 weeks following payment confirmation.

b) Testing Blueprints will be delivered within 6-8 weeks following payment confirmation.

c) Architect Blueprint delivery timelines are specified in the separate Custom Blueprint Agreement.

d) These timelines are targets. The Agency will make reasonable efforts to meet them but is not liable for delays caused by factors outside its control.

### **5.3 Deemed Delivery**

Delivery is deemed complete when the email containing the Blueprint is successfully sent to the Client's provided email address, regardless of whether the Client opens, downloads, or acknowledges receipt.

#### **5.4 Delivery Format**

The Blueprint is delivered as a PDF document only. Alternative file formats are not available.

#### **5.5 Review Period**

The Client has 14 calendar days from delivery to review the Blueprint and report any issues under Sections 5.6 or 5.7.

#### **5.6. Factual Errors**

- a) The following are considered factual errors eligible for correction:
  - i. Typographical errors or grammatical mistakes;
  - ii. Incorrect company name, industry, or sector;
  - iii. Incorrect offering details as specified in the application;
  - iv. Incorrect target market information as provided by the Client.
- b) Factual errors must be reported in writing within 14 calendar days of delivery.
- c) Reports submitted after 14 days may be declined at the Agency's sole discretion.

#### **5.7 Non-Correctable Elements**

The following are not considered factual errors and are only addressable through the strategic dispute process in Section 5.8:

- a) Psychographic segmentation and segment characterization;
- b) Messaging frameworks and strategic positioning;
- c) Hooks, triggers, and psychological angles;
- d) Shadow Language phrasing and audience voice interpretation;
- e) Research conclusions and strategic recommendations;
- f) Any subjective or interpretive elements of the Blueprint.

The Client acknowledges that disagreement with how the audience is described, segmented, or characterized (including "how they talk") does not constitute a factual error. Such concerns may only be raised through the strategic dispute process in Section 5.8, subject to the requirements and limitations set out therein.

#### **5.8 Strategic Recommendation Disputes**

- a) The Agency does not revise strategic recommendations, psychographic segmentation, or messaging frameworks based on Client preference, subjective disagreement, or opinion.
- b) If the Client believes a strategic recommendation is fundamentally flawed, they must submit a written dispute within 14 calendar days of delivery, including:
  - i. Specific reasons for the dispute; and

ii. Justification against the psychological research, logic, or methodology presented in the Blueprint.

c) The Agency will acknowledge receipt of the dispute within 10 business days and evaluate the concern against its psychographic principles and research methodology.

d) The Agency may, at its sole discretion:

i. Confirm and explain the original recommendations with additional supporting evidence;

ii. Offer limited revisions where a material flaw is demonstrated; or

iii. Propose an alternative solution that addresses the Client's concern while maintaining strategic integrity.

e) The Agency's decision under this process is final. No further revisions are offered once a dispute has been resolved.

### **5.10 Correction Delivery**

a) The Agency will provide one (1) corrected version of the Blueprint addressing all factual errors reported within the 14-day review period.

b) If the Client identifies additional factual errors after receiving the corrected version, the Agency may, at its sole discretion:

i. Provide a second correction at no charge; or

ii. Decline further corrections; or

iii. Offer additional corrections subject to a reasonable administrative fee.

c) Corrections will be delivered within 10-14 business days of the Agency confirming which reported items qualify as factual errors.

### **5.11 Final Acceptance**

a) The Blueprint shall be deemed finally accepted, and the Agency's delivery obligations fully discharged, upon the earlier of:

i. Expiry of the 14-day review period without factual errors or strategic disputes being raised; or

ii. Delivery of the corrected Blueprint and/or resolution of all strategic disputes.

b) Once finally accepted, no further corrections, revisions, or disputes will be entertained.

### **5.12 No Refunds Post-Acceptance**

Once the Blueprint is finally accepted under Section 5.11, no refunds are available for any reason.

## **6. DISCLAIMERS & WARRANTIES**

### **6.1. Research Quality Assurance**

The Agency will provide the Blueprint with reasonable care and skill, using its proprietary research methodology. However, the Agency makes no guarantees regarding specific business outcomes or results.

### **6.2. No Performance Guarantees**

The Agency makes no warranties, guarantees, or representations regarding specific business outcomes, including but not limited to:

- a) Return on advertising spend (ROAS) or conversion rates;
- b) Sales figures, revenue increases, or profit margins;
- c) Lead generation metrics or customer acquisition costs;
- d) Market share improvements or competitive positioning;
- e) Any specific financial or commercial results.

### **6.3. Implementation Dependency**

Final results depend entirely upon factors outside the Agency's control, including:

- a) Quality and presentation of the Client's offer
- b) Website design, functionality, and user experience
- c) Sales funnel optimization and conversion mechanisms
- d) Advertising execution and budget allocation
- e) Market timing and competitive landscape
- f) Product or service quality and fulfillment

### **6.4. Intended Use Limitation**

- a) The Blueprint is designed exclusively for the specific offering and target audience identified in the Client's application.
- b) Use of the Blueprint for different offerings, markets, or business contexts may yield suboptimal or inaccurate results and is undertaken at the Client's sole risk.
- c) The Agency is not responsible for results arising from misapplication of the Blueprint outside its intended scope.

### **6.5. Client Assumption of Risk**

The Client acknowledges and agrees that:

- a) All business and marketing activities involve inherent commercial risk
- b) Market conditions, consumer behavior, and competitive landscapes are subject to constant change
- c) The Client assumes full responsibility for all business decisions and their consequences
- d) Implementation of any marketing strategy, regardless of quality, carries no guarantee of success

## **6.6. External Factors**

The Agency is not responsible for results affected by factors outside the Blueprint's scope, including:

- a) Economic conditions and market volatility
- b) Changes in platform algorithms or advertising policies
- c) Competitive actions or market saturation
- d) Regulatory changes affecting the Client's industry
- e) Force majeure events or unforeseen circumstances

## **6.7. Client Responsibility**

The Client is solely responsible for:

- a) Evaluating the suitability of recommendations for their specific business
- b) Compliance with all applicable laws and regulations
- c) Obtaining necessary professional advice (legal, financial, etc.)
- d) Testing and validating strategies before full implementation
- e) Monitoring and adjusting implementation based on results

## **6.8 Professional Advice Disclaimer**

- a) The Blueprint contains marketing strategy and psychological insights, not professional advice.
- b) The Client should seek independent professional advice where:
  - i. Legal compliance or regulatory matters are involved;
  - ii. Financial projections or investment decisions are required;
  - iii. Tax implications or accounting treatment must be determined;
  - iv. Industry-specific regulations or licensing requirements apply.

## **6.9 Limitation Period for Content-Related Claims**

Any claims regarding the Blueprint's content or recommendations (other than claims for non-delivery) must be notified to the Agency in writing within 14 days of delivery in accordance with Section 5, failing which the Client is deemed to have accepted the Blueprint in full.

# **7. LIMITATION OF LIABILITY**

## **7.1 Liability Cap**

- a) Subject to Section 7.7 (Non-Excludable Liability), the Agency's total aggregate liability to the Client for any and all claims arising out of or in connection with the Blueprint shall be limited to the total fee paid by the Client for that specific Blueprint.
- b) This cap applies regardless of the form of action, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

## **7.2 Excluded Losses**

Subject to Section 7.7 (Non-Excludable Liability), the Agency shall not be liable for:

- a) Loss of anticipated profits, sales, business opportunities, or revenue;
- b) Wasted advertising spend, platform fees, or budget losses, except where caused by the Agency's negligence or material breach of these Terms;
- c) Business interruption, loss of operational time, or project delays;
- d) Reputational harm, negative public feedback, or brand damage;
- e) Loss of goodwill, loss of data, or corruption of digital infrastructure;
- f) Any indirect, special, incidental, or consequential loss or damage of any kind.

## **7.3 Client Assumes Implementation Risk**

The Client acknowledges that:

- a) All media investment and advertising spend is deployed at the Client's own risk;
- b) The Client is solely responsible for compliance with advertising platform policies and regulations;
- c) The Client assumes all responsibility for brand perception and public communications;
- d) Implementation of strategic recommendations does not guarantee specific outcomes.

## **7.4 Time Limit for Legal Proceedings**

- a) For business clients: Any legal action or claim arising from the delivery or use of the Blueprint must be commenced within six (6) months of the delivery date, subject to applicable law.
- b) For consumer clients: The statutory limitation period under the Limitation Act 1980 applies (six years for breach of contract).
- c) This section does not extend the 14-day notification period set out in Sections 5 and 6.

## **7.5 Consumer Rights - Exclusions Do Not Apply to Negligence**

- a) Where the Client is a consumer under the Consumer Rights Act 2015:
  - i. The exclusions in Section 7.2 do not apply to losses caused by the Agency's failure to provide services with reasonable care and skill;
  - ii. The liability cap in Section 7.1 does not apply to losses caused by the Agency's negligence or breach of statutory duty.
- b) For business-to-business contracts, the exclusions and limitations in this Section 8 apply to the fullest extent permitted by law.

## **7.6 Statutory Rights**

Nothing in these Terms affects the Client's statutory rights under the Consumer Rights Act 2015 or other applicable consumer protection legislation.

## **7.7 Non-Excludable Liability**

Nothing in these Terms excludes or limits the Agency's liability for:

- a) Fraud or fraudulent misrepresentation;
- b) Death or personal injury caused by negligence;
- c) Any other liability that cannot be excluded or limited under applicable law.

(This section applies regardless of whether the Client is a consumer or business.)

## **8. CONFIDENTIALITY**

### **8.1 Client Information**

- a) The Agency will treat all information provided by the Client during the application and Blueprint creation process as confidential.
- b) Client information will only be used for the purposes of creating and delivering the Blueprint, maintaining business records, and complying with legal obligations.
- c) The Agency will not disclose Client information to third parties except:
  - i. With the Client's express written consent;
  - ii. As required by law, court order, or regulatory authority;
  - iii. To professional advisors bound by confidentiality obligations;
  - iv. In anonymized form that does not identify the Client.

### **8.2. Portfolio and Marketing Use**

- a) The Agency's rights to reference the Client in portfolio materials are governed by Section 4.7 (Agency Portfolio Rights).
  
- b) The Agency will not use the Client's name, logo, or identifying information in marketing materials without the Client's express written consent.

### **8.3 Blueprint Confidentiality**

- a) The Blueprint contains proprietary methodologies and strategic intelligence.
- b) The Client agrees to treat the Blueprint as confidential business information, except:
  - i. Sharing as permitted under Section 4.3 (Permitted Uses);
  - ii. Public quotations as permitted under Section 4.3(c); or
  - iii. Disclosures required by law.

### **8.4 Data Protection Compliance**

- a) The Agency processes Client personal data in accordance with UK GDPR and the Data Protection Act 2018.
- b) Legal basis for processing: Performance of contract (providing the Blueprint service).
- c) Data retention: Client information is retained for:
  - i. Seven (7) years for tax and accounting purposes (HMRC requirement); and
  - ii. As long as necessary to provide ongoing support or resolve disputes.

- d) Client rights: The Client has the right to:
  - i. Access their personal data held by the Agency;
  - ii. Request correction of inaccurate data;
  - iii. Request deletion of data (subject to legal retention requirements);
  - iv. Object to processing or request restriction of processing.
- e) To exercise these rights, contact [your email].
- f) The Agency implements appropriate technical and organizational security measures to protect Client data.

### **8.5 Survival**

The confidentiality obligations in this Section 8 survive termination of these Terms.

## **9. GENERAL PROVISIONS**

### **9.1 Governing Law**

These Terms are governed by and construed in accordance with the laws of England and Wales.

### **9.2 Dispute Resolution**

- a) For Business Clients:
  - i. The parties agree to attempt to resolve disputes through good faith negotiation first.
  - ii. If negotiation fails, either party may refer the matter to mediation under the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Mediation costs shall be shared equally.
  - iii. If mediation is unsuccessful or either party declines to mediate, disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- b) For Consumer Clients:
  - i. Nothing in these Terms prevents a consumer from exercising their right to bring proceedings in the courts of England and Wales.
  - ii. The Agency may suggest alternative dispute resolution through mediation, but the Client is not obliged to accept.
- c) The parties may agree to arbitration as an alternative to court proceedings, but neither party is required to do so.

### **9.3 Force Majeure**

- a) Neither party shall be liable for delays or failure to perform obligations caused by events beyond their reasonable control, including natural disasters, acts of government, terrorism, war, strikes, or pandemics.
- b) The affected party must notify the other party promptly of the force majeure event and its expected duration.
- c) If a force majeure event prevents the Agency from delivering the Blueprint:

- i. The delivery deadline shall be extended by a reasonable period; and
- ii. If the delay exceeds 60 consecutive calendar days, either party may terminate the contract by written notice.
- d) In the event of termination under 9.3(c)(ii), any refund will be calculated by deducting:
  - i. Payment processing fees charged by the payment provider (non-refundable third-party costs); and
  - ii. A proportion of the fee to cover work undertaken and project costs incurred up to the point of termination, as reasonably determined by the Agency based on the stage of production reached (minimum 25% of the fee).
- e) Technical issues, internet connectivity problems, or software failures affecting the Agency's normal operations do not constitute force majeure events.

#### **9.4 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

#### **9.5 Entire Agreement**

- a) These Terms, together with any separately executed Custom Blueprint Agreement (if applicable), constitute the entire agreement between the parties regarding the Blueprint.
- b) These Terms supersede all prior discussions, negotiations, proposals, or agreements, whether written or oral.
- c) The Client acknowledges that they have not relied on any statement, representation, or promise not expressly set out in these Terms.

#### **9.6 Amendments**

- a) The Agency may amend these Terms from time to time by:
  - i. Publishing updated Terms on the website at [www.nichered.com](http://www.nichered.com); and
  - ii. Sending email notification to the Client's registered email address.
- b) Amendments take effect 14 days after publication and notification.
- c) Amendments apply only to Blueprint projects initiated after this 14-day period.
- d) Continued use of the Agency's services after amendments take effect constitutes acceptance of the amended Terms.

#### **9.7 Assignment and Transfer**

- a) The Client may not assign, transfer, or sublicense their rights under these Terms without the Agency's prior written consent, except:
  - i. Assignment to a successor entity upon sale or transfer of the Client's business, in accordance with Section 4.6 (License Transfer on Business Sale).
- b) The Agency may assign or transfer its rights and obligations under these Terms to:
  - i. A successor entity in the event of a sale, merger, or reorganization; or

- ii. An affiliate or related company.
- c) The Agency will notify the Client of any assignment within 14 days.

### **9.8 Notices**

- a) Legal notices under these Terms must be in writing and sent to:

To the Agency: [theteam@nichered.com](mailto:theteam@nichered.com)

To the Client: The email address provided during application

- b) Notices are deemed received:

If sent by email: 24 hours after sending (provided no delivery failure notification is received);

- c) The Agency will acknowledge receipt of legal notices within 10 business days.

- d) Either party may update their notice contact details by written notification to the other party.

### **9.9 Waiver**

Failure or delay by either party to enforce any provision of these Terms does not constitute a waiver of that provision or the right to enforce it in the future. Any waiver must be in writing and signed by the party granting the waiver.

### **9.10 Non-Disparagement**

- a) Both parties agree not to make any public statement, post, or communication (including on social media or professional forums) that disparages or is intended to materially damage the reputation of the other party, its business, or its key personnel.

- b) This clause does not restrict either party from:

- i. Making truthful statements required by law, regulation, or court order;
- ii. Providing honest, factual feedback in private communications between the parties; or
- iii. Posting honest reviews based on actual experience, provided such reviews are not primarily intended to damage the other party's reputation.

- c) Any breach of this clause constitutes a material breach of these Terms.

### **9.11 Survival**

The following provisions survive termination or expiry of these Terms:

Section 5 (Intellectual Property)

Section 7 (Disclaimers & Warranties)

Section 8 (Limitation of Liability)

Section 9 (Confidentiality and Data Protection)

Section 9.1, 9.2, 9.4, 9.9, 9.10 (selected General Provisions)

**Last updated: 15.02. 2026**