

**TERMS AND CONDITIONS
FOR THE SUPPLY OF DIGITAL SERVICES BY WESEARCHWELLNESS LTD.**

DEFINITIONS AND INTERPRETATION

1. In these terms and conditions, the following definitions apply unless otherwise stated:

'Business Day' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

'Contract' means the contract between the Company and the Client for the supply of Services governed by these Terms and any Service Order and/or SLA.

'Client' means the individual or business entity who purchases Services from the Company and whose details are set out in the Service Order or SLA.

'Client Materials' means all documents, information, items, materials, systems, databases or equipment in any form, whether owned by the Client or a third party, which are provided by or on behalf of the Client to the Company in connection with the Services.

'Company' means **WE SEARCH WELLNESS LTD** a company incorporated in England and Wales under company number 13753477 whose registered office is at The Palace Hub **28 -29 Esplanade, Redcar TS10 3AE** trading as **WE SEARCH WELLNESS LTD**.

'Confidential Information' means any information disclosed by or on behalf of a party to the other party that is confidential or proprietary, whether or not marked as confidential.

'Data Protection Laws' means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other applicable law or guidance relating to the use of personal data.

'Deliverables' means any output of the Services to be provided or made available by the Company to the Client, including, without limitation, any deliverables specified in the Service Order and/or SLA and any other designs, materials, work products or other deliverables created, produced or provided to the Client in connection with the Services.

'Force Majeure Event' means an event beyond a party's reasonable control, including but not limited to, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, loss of connectivity, acts 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 delay or default of suppliers, subcontractors or other third parties.

'Group Company' means a company which is a subsidiary or holding company of the Company, as defined in section 1159 of the Companies Act 2006.

'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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.

'Quotation' means any written quotation prepared by the Company which contains its proposals for providing Services to the Client.

'Services' means the services the Company will provide to the Client as specified in any Service Order and/or SLA.

'Service Order' means any service order entered into between the Company and the Client, setting out details of Services to be provided by the Company to the Client, including specific deliverables, project milestones, and costs.

'SLA' means any service level agreement agreed between the Company and the Client pursuant to which the Company provides services to the Client.

'Specification' means the description or specification of the Services in the Service Order and/or SLA.

'Terms' means these terms and conditions as updated from time to time by the Company.

'VAT' means value added tax chargeable under English law for the time being and any similar additional tax.

'White Label Work' means Services provided by the Company to a Client who rebrands such services as their own (whether for the benefit of its own client or otherwise).

- 1.1. Where these Terms use words in their singular form, they shall also be read to include the plural form of the word and vice versa. Where these Conditions use words which denote a particular gender, they shall be also read to include all genders and vice versa.
- 1.2. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these Terms.
- 1.3. 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.

2. TERMS AND CONDITIONS

These Terms shall apply to all Service Orders and other agreements concluded or entered into between the Company and the Client to the exclusion of any other terms (whether written or oral) that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of a conflict between these Terms and any Service Order and/or SLA, these Terms shall prevail.

3. THE CONTRACT

- 3.1. The Contract constitutes the entire agreement between the Company to provide the Services to the Client and for the Client to purchase those Services, in accordance with the Contract.
- 3.2. The Client acknowledges that it has not relied on any statement, promise, representation or understanding made or given by or on behalf of the Company which is not set out in the Contract.
- 3.3. Any Quotation is non-binding and does not form part of the Contract.
- 3.4. For any White Label Work the Client understands and agrees that the Company has no contractual relationship, and therefore no liability in respect of, the Client's ultimate client.

4. COMPANY OBLIGATIONS AND WARRANTIES

- 4.1. The Company will provide the Services specified in any Service Order and/or SLA using reasonable care and skill to conform in all material respects with the Specification.

- 4.2. The Company shall use commercially reasonable endeavours to meet any performance dates specified in a Service Order and/or SLA but Client agrees that (a) any such dates are indicative estimates only and (b) time shall not be of the essence for the provision of the Services.
- 4.3. The Company shall not be liable for any delay in delivery of the Services caused by a Force Majeure Event or the Client's failure to provide the Company with adequate delivery instructions or any other input relevant to the supply of the Services.
- 4.4. The Company shall be entitled to use a Group Company or other subcontractors for the provision of the Services provided always that the Company shall remain liable to the Client for the performance of the Services as if it had carried them out itself.

5. CLIENT'S OBLIGATIONS AND INDEMNITIES

- 5.1. The Client shall provide such input, assistance, and technical information to the Company as is reasonably required by the Company in sufficient time to facilitate the execution of a Service Order and/or SLA in accordance with any estimated delivery dates or milestones. The Client shall have sole responsibility for ensuring the accuracy of all information provided to the Company and warrants and undertakes to the Company that the Client's employees assisting in the execution of a Service Order and/or SLA have the necessary skills and authority.
- 5.2. The Client shall be obliged as quickly as possible and within any agreed deadline to comment on and or approve materials provided under the Service Order and/or SLA, including (without limitation) advertising copy, search terms and graphic material submitted by the Company. In addition, the Client shall be obliged as quickly as possible and within any agreed deadline to implement changes on websites, in IT systems or where it may otherwise be reasonably required by the Company for the completion of the Services.
- 5.3. The Client shall be obliged to inform the Company immediately of changes to domain names, websites, technical setup, and any other material information regarding the technical infrastructure which may affect the Services delivered by the Company.
- 5.4. In the event that the Client fails to undertake those acts or provide those materials required under this clause 5 within any agreed deadline (and at least within 15 Business Days of the date requested by the Company) the Company shall be entitled to invoice for the Services that it has supplied, and the remaining Services specified in the Service Order and/or SLA whether or not the Company has been able to deliver them.
- 5.5. The Client shall indemnify and keep the Company indemnified fully against all liabilities, costs and expenses what soever and howsoever incurred by the Company as a result of the provision of the Services in accordance with the Service Order and/or SLA, Specification, or the content of the Client's advertising or web pages which result in claims or proceedings against the Company for infringement of any Intellectual Property Rights or other proprietary rights of third parties, or for breach of confidentiality or contract or for defamation.
- 5.6. As standard across the Services and unless otherwise notified or agreed, the Client shall be exclusively responsible for implementing any optimisation changes recommended by the Company. As notified by the Company, in certain cases for amendments to existing optimisations, the Client shall allow the Company use of the site's FTP or content management system's username and password to gain access to add in keywords.
- 5.7. The Company requires that prior notice be given for any alterations relating to the Client's website(s) that may affect the services supplied by the Company. If alterations are made by the Client or a third party to the Client's site(s) search engine, placements may be affected, and the Company shall not be held responsible for any liability or failure to deliver the Services.

5.8. In respect of all White Label Work the Client shall indemnify the Company against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the contract between the Client and their client for the White Label Work.

6. PRICES

6.1. Unless otherwise expressly stated, all prices shall be in Pounds Sterling and shall be exclusive of VAT and other duties. If duties are introduced or changed after the conclusion of a Service Order, the Company shall be entitled to adjust the agreed prices accordingly.

6.2. The Client acknowledges that certain Services may involve the licensing of third-party Intellectual Property Rights and that the Client may be required to enter into a licence directly with such third party. Unless otherwise expressly stated, all prices shall be exclusive of costs for the acquisition of Intellectual Property Rights for materials to be included in marketing materials, including if relevant (but without limitation) pictures and licenses from third party owners and licensors.

7. PAYMENT

7.1. The Client shall pay each invoice submitted by the Company within 30 Business Days of the date of the invoice and in cleared funds in accordance with clause 7.2 below. The invoice number shall be stated on all payments and payment by BACS, CHAPS, Cheque and Bank Transfer are accepted.

7.2. In the event of overdue payment, interest shall accrue on the invoice amount at the statutory rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 or at the rate of 2 per cent over the base rate of Barclays Bank Plc (whichever should be the higher). At the Company's discretion, a fee of £10 (to cover administrative expenses and not as a penalty) shall be charged per reminder for overdue payment submitted to the Client in respect of completed work. The Company shall be entitled to submit such reminders on a weekly basis once the fees have become overdue. The Company expressly reserves all rights at all times to bring any legal action it considers appropriate to recover any unpaid sums.

7.3. In the event that the Services cannot be delivered either in full or in part due to the Client's failure to assist or delay in assisting in the execution of a Service Order and/or SLA, the Company shall be entitled to charge to the Client an estimated amount, corresponding to the amount that would have been due had the Services been rendered in accordance with the Service Order and/or SLA. The Company shall be entitled to payment on the basis of the Company's price list applicable from time to time for any additional work required because of the Client's failure to assist or delay in assisting.

7.4. If the Client subsequently requires the Company to complete the work within a shorter time frame than specified in a Service Order and/or SLA and there is a requirement for additional resource, the parties shall enter into an amended Service Order and/or SLA to reflect the additional fee to the Client.

8. LIABILITY

8.1. Save in the case of its fraud or wilful default, the Company shall have no liability to the Client for any loss or damage whatsoever arising from or in connection with the Contract or the provision of the Services or for any claim (whether in contract, tort or otherwise) made against the Client by any third party, even where the Company has been advised of the possibility of such loss or damage.

8.2. Without prejudice to the generality of Clause 9.1 above, under no circumstances shall the Company be liable to the Client or any third party for (a) indirect or consequential loss, loss of profits or anticipated savings, loss of

business opportunity or goodwill; (b) loss of data; (c) loss related to any virus, cyber-attack or other security-related issue or incident; or (c) loss related to the Client's use or implementation of any Deliverables.

- 8.3. To the extent such liability is not excluded by sub-clauses 9.1 or 9.2, the Company's total liability (howsoever arising) under or in connection with the Contract shall not in any event exceed the total sum paid by the Client for the Services in the 12 months preceding the occurrence, act or omission giving rise to the relevant claim.

9. INTELLECTUAL PROPERTY

- 9.1. The Client hereby (a) grants or agrees to procure the grant of (as applicable) an irrevocable licence to the Company to use the Client Materials for the purposes of providing the Services for the duration of the Contract; and (b) represents and warrants that the receipt and use by the Company of any Client Materials in connection with the Services shall not infringe any rights (including without limitation, the Intellectual Property Rights) of any third party.
- 9.2. The Client shall (a) promptly notify the Company of any pending or threatened third party claim in respect of the use of the Client Materials in connection with the Services; and (b) indemnify the Company in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim brought against the Company, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Services of the Client Materials.
- 9.3. Unless otherwise expressly agreed in the relevant Service Order and/or SLA, (a) the Company shall possess and retain any and all Intellectual Property Rights in any Deliverables and, save as provided in Clause 10.3 (b), Client shall not possess nor acquire any right, title or interest in any of the Deliverables; (b) the Company grants the Client a fully paid-up, worldwide, non-exclusive, royalty-free licence to use, copy and modify the Deliverables for the purpose of receiving the Services; and (c) the Client shall not sub-license, assign or otherwise transfer the rights granted in Clause 11.2.
- 9.4. The Client hereby grants an irrevocable license to the Company to use and display the Client's name, figure, and/ or logo as a reference on the Company's website, other marketing materials or types of media whilst they are a Client of the Company and for 18 months after the Contract terminates. The Client agrees to send the Company its most recent logo or figure as and when it is amended from time to time.

10. CONFIDENTIALITY

- 10.1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any Confidential Information relating to the other party, except as permitted by Clause 12.2.
- 10.2. Each party may disclose the other party's Confidential Information (a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Clause 12; (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and (c) with the prior written consent of the other party.

- 10.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11. PERSONAL DATA

- 11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 11 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller, and the Company is the processor. The Company agrees that it will only process personal data received from the Client in accordance with the Client's instructions and in such manner and for such duration as is reasonably necessary to perform its obligations under the Contract or as required by law.
- 11.3. Without prejudice to the generality of Clause 11.1, the Client shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of the Contract.

12. TERM, TERMINATION AND ASSIGNMENT

- 12.1. These Terms shall take effect on the Effective Date and, unless validly terminated in accordance with this Clause 12, shall remain in force until the expiry of one calendar year or, if later, the End Date specified in any Service Order or SLA.
- 12.2. On expiry, the Terms shall renew automatically for a further term of one year unless and until the Client notifies the Company in writing of its wish to terminate the Terms not less than 30 days prior to the expiry of the current term.
- 12.3. The Company shall be entitled to terminate these Terms and any Service Order and/or SLA upon written notice to the Client not less than 30 days prior to the intended termination date.
- 12.4. Without limiting its other rights or remedies, each party may terminate the Terms and any Service Order and/or SLA with immediate effect by giving written notice to the other party if the other party:
- a) commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - b) becomes or is insolvent or is unable to pay its debts (within the meaning of the Insolvency Act 1986) or (except for the purposes of a genuine amalgamation or reconstruction) a petition is presented or meeting convened or resolution passed for winding up the defaulting party or the defaulting party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver, administrator, or administrative receiver appointed over all or any part of its assets or the defaulting party ceases to carry on all or a substantial part of its business.
- 12.5. The Company shall, in addition to all other rights and remedies under these Terms, be entitled to terminate this Contract without notice in the event that any of its charges for the Services are not paid in accordance with these Terms.
- 12.6. Upon termination, for whatever reason, the parties shall be obliged to return all materials received from the other under or in connection with the Contract without undue delay.

13. FORCE MAJEURE

- 13.1. Neither party shall be held liable for a Force Majeure Event.
- 13.2. If a party believes that a Force Majeure Event has occurred, such party shall immediately inform the other party of the start and end of the Force Majeure Event.

- 13.3. Notwithstanding the other provisions of the Contract, each party shall be entitled to terminate the Contract without liability to the other by written notice to the other party in the event that the performance of the Contract is impeded for more than 3 months due to a Force Majeure Event.

14. ASSIGNMENT

- 14.1. The Client shall not be permitted to assign or transfer all or any part of its rights or obligations under the Contract without the prior written consent of the Company.
- 14.2. The Company shall be entitled to assign or subcontract any of its rights or obligations under the Contract and the Client acknowledges and agrees that the Services may be provided in whole or in part by third parties.

15. MISCELLANEOUS

- 15.1. The Company may (a) amend any term of the Contract, or any aspect of the Services to the extent reasonably necessary to comply with applicable law; and (b) make such other amendments to any term of the Contract, or aspect of the Services, as it considers necessary or desirable, provided that such amendments do not materially alter the Services. The Company shall not be liable to the Client or any third party for any modification to or discontinuance of these Services.
- 15.2. The Company shall be free to provide services to third parties whether during or following the provision of the Services to the Client.
- 15.3. During the term of the Contract and for a period of 12 months thereafter, the Client agrees not to, directly or indirectly, employ or engage or offer to employ or engage anyone designated by the Company to work on the Services.
- 15.4. The failure of either party to enforce or to exercise at any time or for any period of time any right pursuant to the Contract does not constitute, and shall not be construed as, a waiver of such terms or rights and shall in no way affect that party's right later to enforce or to exercise it.
- 15.5. If any term of the Contract is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms of the Contract, be deemed omitted from the Contract and shall in no way affect the legality, validity or enforceability of the remaining terms of the Contract which shall continue in full force and effect and be binding on the parties.
- 15.6. Any valid alteration to or variation of the Contract must be in writing signed on behalf of each of the parties by duly authorised officers.
- 15.7. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.8. All notices to the Company must be in writing to WSW - WESEARCHWELLNESS.COM LTD, The Palace Hub 28 -29 Esplanade, Redcar TS10 3AE, or such address as is advised by the Company.

16. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements (including any non-disclosure agreement), representations, writings, negotiations, or understandings with respect to that subject matter. All terms, conditions and warranties not stated expressly in the Contract, and which would in the absence of this provision be implied into the Contract by statute, common law, equity, trade, custom or usage or otherwise, are excluded to the maximum extent permitted by law.

17. LAW AND JURISDICTION

- 17.1. The Company and the Client shall act in good faith to attempt to settle any disputes arising between them including disputes relating to the existence or validity of the Contract through negotiation, provided always that either party shall be entitled at all times to exercise any of its other remedies including through taking legal action.
- 17.2. The Contract (including any contractual and non-contractual disputes arising out of or in connection with the Contract) shall be governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

We shall be grateful if you could confirm your agreement to these Terms by signing where indicated below.

Yours Sincerely,



Emma Platts
Director

Emma.Platts@wesearchwellness.com
07415 947861

I, for and on behalf of the Client, confirm that I have read and understood the contents of, and agree that the Client shall be bound by, these Terms.

Signed for and on behalf of the Client:
Signed:
Name:
Title:
Date:

Signed for and on behalf of WSW - WESEARCHWELLNESS.COM LTD:
Signed:
Name: Emma Platts
Title: Director
Date: