

## Standard Terms and Conditions of Business

### **Application and Entire Agreement**

1. These Terms and Conditions apply to the provision of the services detailed on our website or in any communications with you (“the **Services**”) by SiteGurus, a trading name of Wysi Limited of Unit 7B Comet House, Calleva Park, Berkshire, RG7 8JA United Kingdom (**we** or **us**) to the person buying the services (**you, the Customer**).
2. You are deemed to have accepted these Terms and Conditions when you purchase credits (the “**Credits**”) via the SiteGurus website and these Terms and Conditions (**the Agreement**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf other than those expressly set out in this Agreement. These Conditions apply to the Agreement to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **Interpretation**

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

### **Services**

7. We warrant that we will use reasonable care and skill in our performance of the Services in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in any communications between us; however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

## Your Obligations

10. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
11. If you do not comply with clause 10, we can terminate the Services.
12. In order to provide the Service(s) set out in the Agreement, we expect you to communicate with us in a timely manner, supply all data, accounts access, copy, feedback and requests for amendments as requested by us. You understand that delays in communication from you will impact on delivery times. Failing to communicate with us or to provide copy when requested will not release you from your obligations under the Agreement. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).
13. Unless otherwise stated in the Agreement, the Service(s) will be passed over to you and all responsibility for content and general compliance, including the General Data Protection Regulation (GDPR)/ Data Protection/ Privacy Laws, will pass to you.

## Fees and Payment via SiteGurus Credits

14. SiteGurus use a 'Credits' system. All charges for products and Services (the **Fees**) are paid for in advance using SiteGurus Credits. To add Credits to your SiteGurus account simply log in and click on 'Top Up', complete the payment process and your Credits will be added to your account immediately.
15. SiteGurus Credits do not expire.
16. Our website (or any proposal we provide to you) clearly sets out the Fees required for the deliverability of the Services. All Fees are paid prior to the commencement of work and via the SiteGurus website, using the Stripe payment gateway. You may pay our Fees pay via credit or debit (bank) card. All charges are levied in US\$. A receipt will be issued to you from Stripe after payment is confirmed.
17. If we complete the Services in less time than we have quoted, we will only deduct the appropriate Credits from your account and you may use the remaining Credits for other work requests. Credits, once purchased, are non-refundable.
18. Value Added Tax (VAT) will be levied on all work for all Customers based within the United Kingdom only. Services supplied outside of the United Kingdom will be considered "Exempt Supplies" and no VAT will be charged.

## Cancellation and Amendment

19. If you cancel an order with us after purchasing the required number of Credits and *before* we have started work on the Services, the Credits shall remain at your disposal for use at any time but will not be refunded to you.
20. If you cancel an order with us after we have started work on the Services, we *may* pro-rata the Credits used at our sole discretion but will not be held liable to do so.
21. In the event that you purchase Credits and we are unable to or fail to provide the Services, the Credits will be refunded and shall remain in your SiteGurus account for you to use on other Services.
22. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and notified to you. This may require you to purchase additional Credits.
23. If, due to circumstances beyond our control, we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

## Intellectual property

24. Subject to the clause below, we may reserve all Intellectual Property Rights (if any) which may subsist in any Deliverables, or in connection with, the provision of the Services. We reserve the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual Property Rights.
25. We will license all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services.

## Liability and Indemnity

26. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
27. The total amount of our liability is limited to the total amount of Fees payable by you under the Agreement.
28. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- any indirect, special or consequential loss, damage, costs, or expenses or;
  - any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
  - any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
  - any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

## Data Protection

29. In the course of supplying the Services to you, we may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
30. The parties agree that where such processing of personal data takes place, the Customer shall be both the 'data controller' and the 'data processor' as defined in the GDPR as may be amended, extended and/or re-enacted from time to time.
31. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
32. We shall only build or provide a software solution for the Processing of Personal Data for the Customer. We do not, ourselves, process Personal Data and any responsibilities as to the processing and control of Personal Data shall rest exclusively with the Customer.
33. In all cases where we have, in the course of our obligations in this Agreement, access to Personal Data processed by the Customer, we shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
34. We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed on behalf of the Customer. The overall responsibility for the security and safekeeping of any Personal Data processed by the Customer shall rest with the Customer and not with us.

## **Provision of Additional and Ancillary Services**

35. We may, in the course of our provision of the Services to the Customer, need to buy in ancillary services from external providers. These ancillary services may include, but are not limited to, third party software, applications, integrations software and software licence fees. Special Terms and Conditions apply to these services. We will not be held responsible for changes made by third party service providers.

## **Circumstances beyond a party's control**

36. We will not be held liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, pandemic or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## **No waiver**

37. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

## **Severance**

38. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## **Law and jurisdiction**

39. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.