

TERMS AND CONDITIONS

ScopeSite LTD (trading as ScopeSite Digital Studios)

Company Registration Number: 16130355

Effective Date: 28th April 2025

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1. INTRODUCTION AND DEFINITIONS

1.1 Company Information

These Terms and Conditions ("Terms") constitute a legally binding agreement between ScopeSite LTD, a company registered in England and Wales, trading as ScopeSite Digital Studios ("we", "us", "our", "ScopeSite", or "the Company") and the client or customer ("you", "your", or "Client") who engages our services.

1.2 Effective Date

These Terms are effective from 28th April 2025 and supersede all previous terms and conditions.

1.3 Definitions

In these Terms, the following definitions apply:

"Agreement" means these Terms and Conditions together with any Service Agreement, Statement of Work, or other contractual document agreed between the parties.

"Client" means the individual, company, or organization that engages ScopeSite LTD to provide Services.

"Client Content" means any materials, information, data, images, text, or other content provided by the Client to ScopeSite for use in connection with the Services.

"Confidential Information" means any information disclosed by one party to the other which is marked as confidential or which would reasonably be understood to be confidential in nature, including but not limited to business plans, financial information, customer lists, technical specifications, and design concepts.

"Deliverables" means the final products, materials, or outputs to be provided to the Client as specified in the Service Agreement.

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade names, domain names, rights in get-up, rights in

goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including 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.

"Payment Terms" means the agreed terms for payment as set out in these Terms and any Service Agreement.

"Services" means the services to be provided by ScopeSite to the Client as specified in the Service Agreement, which may include Pay Monthly Web Design, One-Off Large Website Builds/Projects, Graphic Design, Social Media Management, Brand Creation, SEO Services, SaaS Platform (Ready Set Social), AI Tools (ScopeBot), Freelancer CRM, and any other services agreed between the parties.

"Service Agreement" means any proposal, quotation, statement of work, or other document that sets out the specific Services to be provided by ScopeSite to the Client, including any timelines, deliverables, and fees.

"SaaS" means Software as a Service, referring to software that is centrally hosted and licensed on a subscription basis.

1.4 Acceptance of Terms

By engaging ScopeSite to provide Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

1.5 Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

2. COMPANY INFORMATION

2.1 Company Details

ScopeSite LTD is a company registered in England and Wales with company registration number 16130355.

Trading Name: ScopeSite Digital Studios

Registered Address: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

Business Address: Based in Frome, Somerset

Email Address: dan@scopesite.co.uk

Telephone Number: 01373 311 339

Business Activity: Business and domestic software development

ScopeSite LTD is not VAT registered.

Director: Daniel Cartwright

2.2 Regulatory Compliance

ScopeSite LTD operates in compliance with all applicable UK laws and regulations, including but not limited to:

- The Companies Act 2006
- The Consumer Rights Act 2015
- The Data Protection Act 2018 and UK GDPR
- The Electronic Commerce (EC Directive) Regulations 2002
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

2.3 Professional Memberships

ScopeSite LTD is a member of the following professional organizations and trade bodies:

Not applicable at this time.

2.4 Communications

All notices and communications relating to these Terms shall be in writing and delivered by email to the address provided by each party, or by post to the registered address of each party.

2.5 Business Hours

Our standard business hours are:

- Monday: 09:00 - 18:00
- Tuesday: 09:00 - 18:00
- Wednesday: 09:00 - 21:00
- Thursday: 09:00 - 21:00
- Friday: 09:00 - 17:00
- Saturday: 11:00 - 15:00
- Sunday: 11:00 - 15:00

Any Services requiring attention outside these hours may be subject to additional charges unless otherwise specified in the Service Agreement.

3. SERVICES AND DELIVERABLES

3.1 Services Offered

ScopeSite LTD offers the following services to clients:

3.1.1 Pay Monthly Web Design

A subscription-based web design and hosting service where clients pay a monthly fee for the design, development, hosting, and maintenance of their website.

3.1.2 One-Off Large Website Builds/Projects

Custom website design and development projects delivered on a project basis with defined scope, deliverables, and timeline.

3.1.3 Graphic Design

Creation of visual content including but not limited to logos, branding materials, marketing collateral, social media graphics, and other design assets.

3.1.4 Social Media Management

Management of client social media accounts including content creation, scheduling, posting, community engagement, and performance reporting.

3.1.5 Brand Creation

Development of comprehensive brand identity including logo design, color palette, typography, brand guidelines, and associated brand assets.

3.1.6 SEO Services

Search engine optimization services to improve client website visibility and ranking in search engine results, including keyword research, on-page optimization, content strategy, and performance reporting.

3.1.7 SaaS Platform (Ready Set Social)

Access to our proprietary social media planning and management software platform on a subscription basis.

3.1.8 AI Tools (ScopeBot)

Access to our AI-powered tools for content creation, analysis, and optimization on a subscription or usage basis.

3.1.9 Freelancer CRM

Access to our customer relationship management system designed specifically for freelancers and small businesses.

3.2 Service Standards and Quality

3.2.1 Professional Standards

ScopeSite LTD commits to delivering all services to a professional standard, in accordance with industry best practices, and with reasonable skill and care.

3.2.2 Quality Assurance

All deliverables will undergo internal quality assurance processes before being presented to the Client. However, the Client acknowledges that subjective elements such as design preferences are a matter of taste and may require revisions as outlined in Section 8.

3.2.3 Best Efforts Basis

All services are provided on a "best efforts" basis. While ScopeSite LTD strives to achieve optimal results for all clients, we cannot guarantee specific outcomes, particularly for services dependent on external factors such as search engine algorithms, social media platform performance, or market conditions.

3.2.4 Service Availability

For SaaS platforms and digital tools, ScopeSite LTD aims to maintain 99% uptime, excluding scheduled maintenance windows. However, occasional disruptions may occur due to factors beyond our control, and ScopeSite LTD shall not be liable for any losses resulting from such disruptions.

3.3 Delivery Timelines

3.3.1 Project Timelines

For One-Off Large Website Builds/Projects and Brand Creation services, estimated timelines will be provided in the Service Agreement. These timelines are estimates only and may be subject to change based on various factors including Client feedback, revisions, and the timely provision of Client Content.

3.3.2 Recurring Services

For recurring services such as Pay Monthly Web Design, Social Media Management, and SEO Services, work will be performed on an ongoing basis according to agreed schedules outlined in the Service Agreement.

3.3.3 Delays

ScopeSite LTD shall not be liable for delays caused by:

- Client's failure to provide necessary information, approvals, or Client Content in a timely manner
- Client's request for changes or revisions beyond those included in the Service Agreement
- Force majeure events as outlined in Section 11
- Technical issues with third-party platforms or services

3.3.4 Delivery and Acceptance

Deliverables will be deemed accepted unless the Client notifies ScopeSite LTD of any issues within 7 days of delivery. For websites and digital products, final delivery occurs when the deliverable is made available to the Client for review, regardless of whether the Client accesses it.

3.4 Client Responsibilities

3.4.1 Provision of Information

The Client shall provide all necessary information, materials, and approvals required for ScopeSite LTD to perform the Services in a timely manner. Delays in providing such information may result in corresponding delays to project timelines.

3.4.2 Client Content

The Client is responsible for ensuring that all Client Content provided to ScopeSite LTD:

- Is owned by the Client or the Client has all necessary rights and licenses to use it
- Does not infringe any third-party intellectual property rights
- Is not defamatory, obscene, or otherwise unlawful
- Complies with all applicable laws and regulations, including data protection laws

3.4.3 Review and Feedback

The Client shall review all deliverables promptly and provide clear feedback within the timeframes specified in the Service Agreement or within 7 days if no timeframe is specified.

3.4.4 Cooperation

The Client shall cooperate with ScopeSite LTD throughout the provision of Services, including attending meetings, responding to queries, and providing approvals as required.

3.4.5 Access to Systems

Where necessary for the provision of Services, the Client shall provide ScopeSite LTD with access to relevant systems, accounts, and platforms. The Client is responsible for revoking such access upon completion of the Services if desired.

3.5 Third-Party Services and Integrations

3.5.1 Third-Party Services

ScopeSite LTD may recommend or utilize third-party services, tools, or platforms in the provision of Services. The Client acknowledges that such third-party services are subject to their own terms and conditions, and ScopeSite LTD shall not be liable for any issues arising from these third-party services.

3.5.2 Platform Changes

The Client acknowledges that third-party platforms (such as content management systems, social media platforms, or analytics tools) may change their functionality, terms, or availability at any time. ScopeSite LTD shall not be liable for any impact such changes may have on the Services or Deliverables.

3.5.3 Licenses and Subscriptions

The Client is responsible for maintaining any necessary licenses or subscriptions for third-party services required for the provision of Services, unless explicitly stated otherwise in the Service Agreement.

3.5.4 Third-Party Costs

Any costs associated with third-party services, including but not limited to domain registration, hosting, stock images, fonts, plugins, or software licenses, are the responsibility of the Client unless explicitly included in the Service Agreement.

3.6 Service Modifications

3.6.1 Service Evolution

ScopeSite LTD reserves the right to modify, update, or discontinue any Service or feature of a Service, provided that such changes do not materially diminish the overall quality of the Service during a paid subscription period.

3.6.2 Notification of Changes

ScopeSite LTD will make reasonable efforts to notify clients of significant changes to Services, particularly those that may affect the Client's use of the Services.

3.6.3 Scope Changes

Any changes to the scope of Services requested by the Client after the Service Agreement has been agreed may result in additional charges and timeline adjustments as outlined in Section 8.

4. PAYMENT TERMS

4.1 Payment Structure for One-Off Projects

4.1.1 Deposit Payment

For One-Off Large Website Builds/Projects, Brand Creation, and other one-off services, a non-refundable deposit of 25% of the total project fee is required at the time of signing the Service Agreement. Work will not commence until this deposit has been received and cleared.

4.1.2 Milestone Payments

A further payment of 25% of the total project fee is due upon acceptance of the prototype or initial concept. This payment must be made within 7 days of the prototype being presented to the Client.

4.1.3 Final Payment

The remaining 50% of the total project fee is due upon completion of the project and prior to the launch or handover of final deliverables. All final payments must be made before any deliverables are published, made live, or transferred to the Client.

4.1.4 Payment Timeline

All invoices for one-off projects are due within 7 days of the invoice date unless otherwise specified in the Service Agreement.

4.2 Payment Structure for Recurring Services

4.2.1 Monthly Billing

For Pay Monthly Web Design, Social Media Management, SEO Services, and subscription access to SaaS platforms or tools, payment is due on a monthly basis on the same calendar day as the service inception date.

4.2.2 Initial Payment

The first payment for recurring services is due immediately upon signing the Service Agreement and before any work commences.

4.2.3 Subscription Billing

Subscription fees for SaaS Platform (Ready Set Social), AI Tools (ScopeBot), and Freelancer CRM will be billed automatically on the agreed billing cycle using the Client's chosen payment method.

4.2.4 Payment Timeline

All invoices for recurring services are due on the invoice date and will be automatically processed using the Client's chosen payment method where applicable.

4.3 Accepted Payment Methods

4.3.1 Accepted Methods

ScopeSite LTD accepts the following payment methods:

- Direct Debit
- Standing Order
- Bank Transfer
- Payment Links
- Credit/Debit Cards
- Google Pay
- Apple Pay

4.3.2 Non-Accepted Methods

ScopeSite LTD does not accept the following payment methods:

- Cash
- Cryptocurrency (e.g., Bitcoin)

4.3.3 Payment Details

Bank transfer details, payment link information, or other payment instructions will be provided on invoices or in separate communications.

4.3.4 Payment Processing

Credit/debit card payments, Google Pay, and Apple Pay are processed through secure third-party payment processors. By using these payment methods, the Client agrees to the terms and conditions of these third-party processors.

4.4 Currency and Taxes

4.4.1 Currency

All fees are quoted and payable in British Pounds Sterling (GBP) unless otherwise specified in the Service Agreement.

4.4.2 Value Added Tax (VAT)

All fees are exclusive of VAT, which will be added at the current rate where applicable. VAT registration details will be displayed on all invoices.

4.4.3 International Payments

For international clients, any bank charges or currency conversion fees incurred in making payments are the responsibility of the Client and should not be deducted from the invoiced amount.

4.5 Late Payments and Fees

4.5.1 Late Payment Interest

ScopeSite LTD reserves the right to charge interest on late payments at a rate of 8% per annum above the Bank of England base rate, calculated daily from the due date until payment is received, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.5.2 Administration Fees

An administration fee of £40 may be charged for each late payment in accordance with the Late Payment of Commercial Debts Regulations 2013.

4.5.3 Debt Recovery Costs

ScopeSite LTD reserves the right to claim reasonable costs incurred in recovering late payments, including but not limited to legal fees, court costs, and debt collection agency fees.

4.6 Non-Payment Consequences

4.6.1 One-Off Projects

If the 25% prototype payment is not received within the specified timeframe, work on the project will be paused until payment is received. If payment remains outstanding for 30 days with no communication from the Client, ScopeSite LTD reserves the right to invoice for work completed to date and terminate the Agreement.

4.6.2 Pay Monthly Services

For Pay Monthly Services, a grace period of 4 days will be provided for late payments. After this period, if payment has not been received, hosting and services will be suspended. If payment remains outstanding with no communication from the Client for 30 days, ScopeSite LTD reserves the right to:

- Return domain ownership to the Client (where applicable)
- Erase website content and data
- Invoice for the remaining minimum term amount if within the minimum contract period

4.6.3 Social Media Management

For Social Media Management services, posting will be suspended after 4 days of non-payment. If payment remains outstanding with no communication from the Client for 30 days, ScopeSite LTD reserves the right to:

- Reclaim intellectual property rights to created content
- Invoice for the remaining term amount if applicable

4.6.4 SaaS and Subscription Services

For SaaS Platform (Ready Set Social), AI Tools (ScopeBot), and Freelancer CRM, access will be suspended immediately upon failed payment. If payment is not received within 30 days, the account and all associated data may be deleted.

4.7 Minimum Contract Periods

4.7.1 Pay Monthly Websites

Pay Monthly Website services have a minimum contract period of 3 months from the service inception date.

4.7.2 SEO Services

SEO Services have a minimum contract period of 6 months from the service inception date.

4.7.3 Social Media Management

Social Media Management services operate on a rolling monthly basis with no minimum contract period.

4.7.4 SaaS and Subscription Services

Minimum contract periods for SaaS Platform (Ready Set Social), AI Tools (ScopeBot), and Freelancer CRM will be as specified in the Service Agreement.

4.8 Early Termination Fees

4.8.1 Calculation of Fees

If the Client wishes to terminate services during the minimum contract period, an early termination fee equal to the remaining value of the minimum contract period will be payable immediately.

4.8.2 Non-Refundable Payments

All payments made prior to early termination are non-refundable, including deposits and advance payments.

4.9 Invoicing

4.9.1 Invoice Delivery

Invoices will be delivered electronically to the email address provided by the Client. It is the Client's responsibility to ensure that the correct email address is provided and maintained.

4.9.2 Invoice Contents

All invoices will include:

- ScopeSite LTD's company details and VAT registration number
- Invoice date and number
- Description of services provided
- Amount due and payment terms
- Accepted payment methods and instructions

4.9.3 Invoice Disputes

Any disputes regarding invoices must be raised in writing within 7 days of the invoice date. Failure to raise a dispute within this timeframe will be deemed acceptance of the invoice.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 General Principles

All Intellectual Property Rights in materials created by ScopeSite LTD prior to or independently of this Agreement shall remain the property of ScopeSite LTD. All Intellectual Property Rights in Client Content shall remain the property of the Client.

7.2 Ownership of Deliverables - One-Off Projects

7.2.1 Transfer of Ownership

Upon receipt of full and final payment for One-Off Large Website Builds/Projects, Brand Creation, and other one-off services, ScopeSite LTD assigns to the Client all Intellectual Property Rights in the final, approved Deliverables created specifically for the Client under the Service Agreement. This transfer excludes any pre-existing ScopeSite IP, third-party materials, or open-source components incorporated into the Deliverables.

7.2.2 Exclusions

For the avoidance of doubt, ScopeSite LTD retains ownership of all preliminary concepts, drafts, working files, methodologies, know-how, and tools used in the creation of the Deliverables.

7.3 Ownership of Deliverables - Pay Monthly Websites

7.3.1 Transfer of Ownership

Upon completion of the minimum contract period of 3 months and receipt of all payments due for the Pay Monthly Website service, ScopeSite LTD assigns to the Client all Intellectual Property Rights in the website design and content created specifically for the Client under the Service Agreement. This transfer excludes the underlying content management system, ScopeSite proprietary code, third-party plugins, and hosting infrastructure.

7.3.2 Early Termination

If the service is terminated before the completion of the 3-month minimum period, no Intellectual Property Rights in the website design or content shall transfer to the Client.

7.4 Intellectual Property Rights - Social Media Management

7.4.1 Content Ownership

Content created by ScopeSite LTD specifically for the Client as part of Social Media Management services shall be owned by the Client upon creation, provided all payments are up to date.

7.4.2 Reuse Rights

ScopeSite LTD grants the Client a perpetual, royalty-free license to reuse any content created during the Social Media Management service after the service has been active for a minimum of 3 months and all payments are settled.

7.4.3 Platform Content

The Client acknowledges that content posted on third-party social media platforms is also subject to the terms and conditions of those platforms.

7.5 ScopeSite Proprietary Platforms and Tools

7.5.1 Ownership

ScopeSite LTD retains full ownership and all Intellectual Property Rights in its proprietary SaaS Platform (Ready Set Social), AI Tools (ScopeBot), Freelancer CRM, and any other software, tools, or platforms developed by ScopeSite LTD.

7.5.2 License Grant

ScopeSite LTD grants the Client a non-exclusive, non-transferable, revocable license to access and use these platforms and tools during the term of the relevant Service Agreement, solely for the Client's internal business purposes and subject to these Terms and any specific usage limitations outlined in the Service Agreement.

7.5.3 Restrictions

The Client shall not copy, modify, distribute, sell, lease, sublicense, reverse engineer, or attempt to extract the source code of ScopeSite LTD's proprietary platforms or tools.

7.6 Client Content

7.6.1 License to ScopeSite

The Client grants ScopeSite LTD a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display the Client Content solely for the purpose of providing the Services under this Agreement.

7.6.2 Client Warranties

The Client warrants that they own or have obtained all necessary rights, licenses, and permissions to provide the Client Content to ScopeSite LTD and for ScopeSite LTD to use it in accordance with this Agreement. The Client agrees to indemnify ScopeSite LTD against any claims arising from the use of Client Content.

7.7 Third-Party Assets and Licenses

7.7.1 Responsibility

Unless otherwise specified in the Service Agreement, the Client is responsible for obtaining and paying for all necessary licenses for third-party assets, including but not limited to stock images, fonts, software plugins, or other materials incorporated into the Deliverables at the Client's request.

7.7.2 ScopeSite Provided Assets

Where ScopeSite LTD provides third-party assets (e.g., stock images licensed by ScopeSite), the usage rights granted to the Client will be limited by the terms of ScopeSite LTD's license with the third-party provider. ScopeSite LTD will inform the Client of any such limitations.

7.7.3 Open Source Software

Deliverables may incorporate open-source software components. The use of such components is subject to the terms of the applicable open-source licenses.

7.8 Portfolio Rights

7.8.1 ScopeSite Portfolio

Unless the Client explicitly requests otherwise in writing prior to project commencement, ScopeSite LTD reserves the right to display and showcase the Deliverables (including screenshots, descriptions, and links) in its portfolio, website, marketing materials, and social media channels for promotional purposes after the project is completed or launched.

7.8.2 Client Trademarks

ScopeSite LTD may use the Client's name and logo in its marketing materials to identify the Client as a customer, unless the Client requests otherwise in writing.

7.9 Pre-Existing Intellectual Property

Each party retains ownership of its pre-existing Intellectual Property Rights. Nothing in this Agreement shall be construed as transferring ownership of any pre-existing Intellectual Property Rights.

8. REVISIONS AND CHANGE REQUESTS

8.1 Included Revisions

8.1.1 Website Projects (One-Off and Pay Monthly)

Two (2) rounds of revisions are included within the agreed scope and fee for website design and development projects. A "round" consists of a consolidated list of feedback points provided by the Client at a specific stage (e.g., after initial design presentation, after development completion).

8.1.2 Graphic Design

Two (2) minor tweaks (e.g., colour adjustments, text changes) are included per graphic design deliverable (e.g., logo, marketing material) within the agreed scope and fee.

8.1.3 Social Media Management

One (1) tweak or adjustment to the agreed monthly content plan is included per month within the subscription fee.

8.1.4 Definition of Revisions/Tweaks

Revisions and tweaks refer to adjustments within the agreed scope of work. They do not include significant changes to the project direction, functionality, structure, or design concept after initial approval.

8.2 Additional Revisions and Change Requests

8.2.1 Hourly Rate

Any revisions, tweaks, or changes requested by the Client beyond those included in clauses 8.1.1, 8.1.2, and 8.1.3 will be considered additional work and charged at ScopeSite LTD's standard hourly rate of £60 per hour (exclusive of VAT).

8.2.2 Change Request Procedure

All requests for additional revisions or changes must be submitted in writing. ScopeSite LTD will provide an estimate of the additional time and cost required to implement the requested changes. Work on such changes will only commence upon written approval and agreement to the additional costs by the Client.

8.3 Scope Changes

8.3.1 Definition

Changes that significantly alter the agreed scope, objectives, functionality, or deliverables of a project (e.g., adding new website sections, requesting fundamentally different design styles, requiring new features not originally specified) are considered scope changes, not revisions.

8.3.2 Procedure

Scope changes will require a reassessment of the project timeline and fees. ScopeSite LTD will provide a revised Service Agreement or addendum outlining the new scope, timeline, and costs, which must be agreed upon in writing by both parties before work on the changes commences.

8.4 Client Feedback Timelines

Clients are requested to provide consolidated feedback for revision rounds within 5 business days of receiving deliverables for review. Delays in providing feedback may impact project timelines.

9. CANCELLATION AND REFUNDS

9.1 Cancellation by Client

9.1.1 Notice Requirement

Clients wishing to cancel recurring services (Pay Monthly Websites, SEO Services, Social Media Management, SaaS subscriptions) must provide ScopeSite LTD with a minimum of thirty (30) days written notice prior to the next billing date.

9.1.2 Cancellation Procedure

Notice of cancellation must be sent in writing to the email address specified in Section 2.1. Cancellation requests made via phone or social media will not be considered valid until confirmed in writing.

9.1.3 One-Off Projects

Cancellation of One-Off Large Website Builds/Projects or other one-off services after commencement will result in charges for all work completed to date, calculated at ScopeSite LTD's standard hourly rate (£60 per hour), plus any non-cancellable third-party costs incurred. The initial 25% deposit is non-refundable.

9.2 Cancellation by ScopeSite

ScopeSite LTD reserves the right to cancel services or the Agreement in accordance with the termination provisions outlined in Section 18.

9.3 Refund Policy

9.3.1 Deposits

All initial deposits (25% for one-off projects) are non-refundable unless explicitly agreed otherwise by ScopeSite LTD on a case-by-case basis, typically only in circumstances where ScopeSite LTD is unable to commence the agreed work.

9.3.2 Recurring Services

Payments made for recurring services are non-refundable. No refunds will be provided for partial months of service upon cancellation.

9.3.3 Work Completed

Upon cancellation by the Client, the Client remains liable for payment for all work completed up to the effective date of cancellation, calculated based on agreed milestones or ScopeSite LTD's standard hourly rate for time spent, whichever is applicable.

9.3.4 Service Non-Performance

In the unlikely event that ScopeSite LTD fails to deliver the agreed Services due to reasons solely attributable to ScopeSite LTD, a partial or full refund may be considered at ScopeSite LTD's discretion, proportionate to the services not delivered.

9.3.5 Refund Processing

Any refunds approved by ScopeSite LTD will be processed within 14 business days using the original payment method where possible.

9.4 Consumer Rights (Cooling-Off Period)

9.4.1 Applicability

For consumers (individuals acting outside their trade, business, craft, or profession) entering into distance contracts (e.g., online sign-ups) or off-premises contracts, the

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide a statutory right to cancel within 14 days of entering into the contract ("Cooling-Off Period").

9.4.2 Waiver for Service Commencement

If the Client requests that ScopeSite LTD commence the provision of Services before the end of the 14-day Cooling-Off Period, the Client acknowledges that:

- (a) They will be required to pay for the value of the service provided up to the point of cancellation.
- (b) They will lose the right to cancel and receive a full refund if the service is fully performed within the Cooling-Off Period.

9.4.3 Exercising the Right to Cancel

To exercise the right to cancel within the Cooling-Off Period, the consumer Client must inform ScopeSite LTD of their decision by a clear statement (e.g., a letter sent by post or email) before the Cooling-Off Period has expired. A model cancellation form can be provided upon request.

10. DATA PROTECTION AND PRIVACY

10.1 Compliance with Data Protection Laws

10.1.1 Applicable Laws

Both parties agree to comply with all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation (UK GDPR); the Data Protection Act 2018 (DPA 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 (collectively "Data Protection Legislation").

10.1.2 Definitions

Terms such as "Personal Data", "Data Subject", "Data Controller", "Data Processor", "Processing", and "Personal Data Breach" shall have the meanings given to them in the Data Protection Legislation.

10.2 Data Processing Roles

10.2.1 ScopeSite as Data Controller

ScopeSite LTD acts as a Data Controller for the Personal Data it collects directly from Clients for the purposes of managing the client relationship, billing, and providing the Services (e.g., Client contact details, payment information).

10.2.2 ScopeSite as Data Processor

Where ScopeSite LTD processes Personal Data on behalf of the Client as part of providing the Services (e.g., processing end-user data collected through a Client website, managing social media interactions containing Personal Data, handling data within the Freelancer CRM), ScopeSite LTD acts as a Data Processor and the Client acts as the Data Controller.

10.2.3 Data Processing Agreement

Where ScopeSite LTD acts as a Data Processor, the terms set out in this Section 10 and any separate Data Processing Agreement (DPA) agreed between the parties shall govern the processing of Personal Data.

10.3 Obligations as Data Processor

Where ScopeSite LTD acts as a Data Processor, it shall:

(a) only process Personal Data on the documented instructions of the Client (the Data Controller), including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by law;

- (b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;
- (d) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the UK GDPR for engaging another processor (sub-processor);
- (e) taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the UK GDPR;
- (f) assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR, taking into account the nature of processing and the information available to ScopeSite LTD;
- (g) at the choice of the Client, delete or return all the Personal Data to the Client after the end of the provision of Services relating to processing, and delete existing copies unless law requires storage of the Personal Data;
- (h) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the UK GDPR and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.

10.4 Sub-Processors

10.4.1 Authorisation

The Client provides a general authorisation for ScopeSite LTD to engage third-party sub-processors to process Personal Data in connection with the provision of the Services (e.g., cloud hosting providers, analytics tools, payment processors). ScopeSite LTD shall maintain a list of its sub-processors and shall inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the opportunity to object to such changes.

10.4.2 Sub-Processor Obligations

ScopeSite LTD confirms that it has entered or (as the case may be) will enter with the sub-processor into a written agreement incorporating terms which are substantially similar to those set out in this Section 10.

10.5 Data Subject Rights

ScopeSite LTD shall promptly notify the Client if it receives a request from a Data Subject under any Data Protection Legislation in respect of Personal Data processed on behalf of the Client. ScopeSite LTD shall provide the Client with reasonable co-operation and assistance in relation to any Data Subject request.

10.6 Personal Data Breaches

ScopeSite LTD shall notify the Client without undue delay upon becoming aware of a Personal Data Breach affecting Personal Data processed on behalf of the Client, providing the Client with sufficient information to allow the Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Legislation.

10.7 Data Security

ScopeSite LTD shall implement and maintain appropriate technical and organisational security measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access. These measures shall ensure a level of security appropriate to the risks presented by the processing.

10.8 Data Transfers

ScopeSite LTD shall not transfer any Personal Data processed on behalf of the Client outside the UK or the European Economic Area (EEA) unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(a) appropriate safeguards are in place in relation to the transfer;

- (b) the data subject has enforceable rights and effective legal remedies;
- (c) ScopeSite LTD complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) ScopeSite LTD complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

10.9 Data Retention

ScopeSite LTD will retain Personal Data processed on behalf of the Client only for the duration necessary to provide the Services, or as required by law or the Client's instructions. Upon termination of the Agreement, ScopeSite LTD will delete or return Client Personal Data as instructed by the Client, unless legally required to retain it.

10.10 Privacy Policy

ScopeSite LTD's processing of Personal Data as a Data Controller is further described in its Privacy Policy, available on the ScopeSite website [[LINK TO PRIVACY POLICY](#)].

11. LIABILITY AND INDEMNITY

11.1 Limitation of Liability

11.1.1 Scope

Nothing in this Agreement shall limit or exclude ScopeSite LTD's liability for:

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

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) any matter in respect of which it would be unlawful for ScopeSite LTD to exclude or restrict liability.

11.1.2 Financial Cap

Subject to clause 11.1.1, ScopeSite LTD's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 100% of the total fees paid by the Client under the relevant Service Agreement in the 12 months preceding the event giving rise to the claim.

11.1.3 Exclusion of Certain Losses

Subject to clause 11.1.1, ScopeSite LTD shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- (a) loss of profit;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill;
- (g) indirect or consequential loss.

11.1.4 Service Limitations

ScopeSite LTD shall not be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by the Client's failure to comply with its obligations under this Agreement, including but not limited to providing necessary information, approvals, or Client Content.

11.1.5 Third-Party Services

ScopeSite LTD shall not be liable for any loss or damage arising from the use of third-party services, platforms, or software, including failures, downtime, or changes in terms, unless such loss or damage is directly caused by ScopeSite LTD's negligence in selecting or integrating such services.

11.2 Indemnification

11.2.1 Client Indemnity

The Client shall indemnify ScopeSite LTD 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 ScopeSite LTD arising out of or in connection with:

- (a) any claim made against ScopeSite LTD for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with ScopeSite LTD's use of the Client Content;
- (b) any claim made against ScopeSite LTD by a third party arising out of or in connection with the provision of the Services or supply of the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Client, its employees, agents or subcontractors;
- (c) any claim made against ScopeSite LTD by a third party for death, personal injury or damage to property arising out of or in connection with defective Client Content;
- (d) the Client's breach of any applicable laws or regulations, including data protection laws.

11.3 Force Majeure

11.3.1 Definition

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. Such causes

include, but are not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors (other than companies in the same group as the party seeking to rely on this clause); interruption or failure of utility service; major internet backbone failure; widespread cyberattacks; critical third-party platform outages.

11.3.2 Consequences

If a force majeure event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than [e.g., 30] days, the party not affected by the event may terminate this Agreement by giving [e.g., 14] days' written notice to the affected party.

11.4 Insurance

ScopeSite LTD confirms that it holds [MENTION TYPE, e.g., Professional Indemnity Insurance and Public Liability Insurance] cover. Details can be provided upon reasonable request. The Client is advised to consider its own insurance needs.

11.5 Warranties and Disclaimers

11.5.1 ScopeSite Warranties

ScopeSite LTD warrants that the Services will be provided with reasonable care and skill, in accordance with industry standards.

11.5.2 Client Warranties

The Client warrants that it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder.

11.5.3 Disclaimers

Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law. ScopeSite LTD does not warrant that the Services or Deliverables will be error-free or uninterrupted, nor does it guarantee any specific results from the use of the Services (such as specific search engine rankings, lead generation, sales increases, or social media engagement levels). All Services are provided on an "as is" and "as available" basis.

12. SUBCONTRACTING AND THIRD-PARTY SERVICES

12.1 Right to Subcontract

12.1.1 General Right

ScopeSite LTD reserves the right to subcontract any part of the Services to appropriately skilled third-party contractors or freelancers as deemed necessary to meet project requirements or deadlines. This may include specialist tasks such as advanced coding, specific design elements, or content creation.

12.1.2 Responsibility

ScopeSite LTD remains fully responsible for the quality of the work performed by its subcontractors and for ensuring that subcontractors comply with all relevant terms of this Agreement, including confidentiality and data protection obligations.

12.1.3 Client Notification

ScopeSite LTD will notify the Client if significant portions of the work are to be subcontracted, although prior approval for individual subcontractors is generally not required.

12.2 Third-Party Services and Software

12.2.1 Use of Third-Party Services

The provision of Services may involve the use of third-party services, platforms, software, or tools (e.g., hosting providers, content management systems, analytics tools, payment gateways, social media platforms, stock image libraries).

12.2.2 Third-Party Terms

The Client acknowledges that the use of such third-party services is subject to the terms and conditions, privacy policies, and usage policies of the respective third-party providers. ScopeSite LTD is not responsible for the performance, availability, or policies of these third-party services.

12.2.3 Client Responsibility

The Client is responsible for reviewing and complying with the terms of any third-party services they access or use in connection with the Services provided by ScopeSite LTD. The Client is also responsible for any fees associated with third-party services unless explicitly included in the Service Agreement with ScopeSite LTD.

12.2.4 Integration

While ScopeSite LTD may facilitate the integration of third-party services, ScopeSite LTD does not provide warranties for the functionality or compatibility of these services unless explicitly stated in the Service Agreement.

13. PLATFORM RISK DISCLAIMER

13.1 Reliance on Third-Party Platforms

The Client acknowledges that the provision and performance of certain Services may rely on third-party platforms, software, and services, including but not limited to Content Management Systems (e.g., WordPress, Wix), social media platforms (e.g., Facebook,

Instagram, LinkedIn), hosting providers, domain registrars, analytics tools (e.g., Google Analytics), advertising platforms (e.g., Google Ads, Meta Ads), and integration tools (e.g., Zapier).

13.2 Platform Changes and Failures

ScopeSite LTD has no control over the policies, features, functionality, availability, or terms of service of these third-party platforms. These platforms may change their algorithms, interfaces, terms, pricing, or cease operations with little or no notice.

13.3 Disclaimer of Liability

ScopeSite LTD shall not be liable for any loss, damage, disruption, or failure of Services resulting from:

- (a) Changes implemented by third-party platforms.
- (b) Downtime, outages, or technical failures of third-party platforms.
- (c) Suspension or termination of Client accounts or access by third-party platforms due to breaches of their terms (unless directly caused by ScopeSite LTD's negligence).
- (d) Changes in platform algorithms affecting performance (e.g., search rankings, social media reach).
- (e) Incompatibility issues arising from updates to third-party platforms.

13.4 Mitigation Efforts

While ScopeSite LTD will use reasonable efforts to mitigate the impact of third-party platform issues and adapt strategies accordingly, ScopeSite LTD cannot guarantee uninterrupted service or consistent performance when reliant on these external platforms.

13.5 Client Responsibility

The Client is responsible for adhering to the terms of service of any third-party platforms used in connection with the Services.

14. CONFIDENTIALITY

14.1 Definition of Confidential Information

"Confidential Information" means all information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business and marketing plans, technology and technical information, product plans and designs, business processes, customer lists, pricing, financial information, and the terms of this Agreement. Confidential Information does not include information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

14.2 Obligation of Confidentiality

The Receiving Party agrees to:

- (a) protect the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect its own confidential information of like kind (but in no event less than reasonable care);
- (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement;
- (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

14.3 Permitted Disclosures

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

14.4 Duration of Confidentiality Obligations

The obligations of confidentiality set out in this Section 14 shall survive termination of this Agreement and continue for a period of 5 years from the date of disclosure, except for information qualifying as a trade secret under applicable law, for which the obligations shall continue indefinitely.

14.5 Portfolio Rights Exception

Notwithstanding the foregoing, the provisions of Section 7.8 regarding ScopeSite LTD's right to showcase Deliverables in its portfolio shall apply. ScopeSite LTD will not disclose any of the Client's Confidential Information beyond what is reasonably necessary to showcase the work performed, unless otherwise agreed.

15. SERVICE LEVEL DISCLAIMER

15.1 General Disclaimer

ScopeSite LTD provides Services on a "best efforts" basis and does not guarantee specific results or outcomes. The effectiveness of services such as SEO, social media management, and marketing campaigns can be influenced by numerous factors beyond ScopeSite LTD's control, including market conditions, competitor activities, algorithm changes, and audience behaviour.

15.2 No Guarantees of Specific Results

ScopeSite LTD makes no guarantees regarding:

- (a) Specific search engine rankings or positions for SEO Services.
- (b) Specific levels of website traffic, lead generation, sales conversions, or return on investment.
- (c) Specific levels of social media engagement, follower growth, or reach.
- (d) The success of any marketing or advertising campaign.

15.3 Service Availability (SaaS Platforms)

15.3.1 Uptime Target

For SaaS Platform (Ready Set Social), AI Tools (ScopeBot), and Freelancer CRM, ScopeSite LTD aims to achieve an uptime of 99.5% calculated monthly, excluding scheduled maintenance.

15.3.2 Scheduled Maintenance

ScopeSite LTD may perform scheduled maintenance during off-peak hours. Notice of scheduled maintenance expected to cause significant downtime will be provided to Clients at least 24 hours in advance where practicable.

15.3.3 Exclusions

Uptime calculations exclude downtime resulting from:

- (a) Scheduled maintenance.
- (b) Force majeure events (as defined in Section 11.3).
- (c) Issues with Client's internet connectivity or equipment.
- (d) Actions or inactions of the Client or third parties.

(e) Failures of third-party services or infrastructure not directly controlled by ScopeSite LTD.

15.3.4 No Service Credits

Unless explicitly stated otherwise in a separate Service Level Agreement (SLA), ScopeSite LTD does not offer service credits or refunds for downtime.

15.4 Support Response Times

15.4.1 Support Channels

Support requests should be submitted via email to dan@scopesite.co.uk.

15.4.2 Target Response Times

ScopeSite LTD aims to acknowledge support requests within 24 hours and provide an initial response within 2 business days during standard business hours (as defined in Section 2.5). Resolution times will vary depending on the complexity of the issue.

15.4.3 Exclusions

Response time targets do not apply to issues outside ScopeSite LTD's direct control or requests falling outside the scope of the agreed Services.

15.5 Client Responsibility for Results

The Client acknowledges that the success of digital services often requires collaboration and timely input from the Client. ScopeSite LTD is not responsible for outcomes if the Client fails to provide necessary information, approvals, or resources, or fails to implement recommendations provided by ScopeSite LTD.

16. CLIENT AUTHORITY

16.1 Representation of Authority

By entering into this Agreement, the individual accepting these Terms on behalf of the Client represents and warrants that they are at least 18 years of age and have the full legal right and authority to bind the Client (whether an individual, company, partnership, or other legal entity) to the terms and conditions of this Agreement.

16.2 Business Clients

If the Client is a company or other legal entity, the individual accepting these Terms confirms they are duly authorised to act on behalf of that entity.

16.3 Verification

ScopeSite LTD reserves the right to request reasonable evidence of the individual's authority to bind the Client before commencing or continuing Services.

16.4 Primary Contact

The Client shall designate a primary contact person who is authorised to provide instructions, approvals, and decisions on behalf of the Client in relation to the Services. ScopeSite LTD is entitled to rely on instructions received from this designated contact.

17. UPDATES TO TERMS

17.1 Right to Update

ScopeSite LTD reserves the right to update or modify these Terms and Conditions at any time to reflect changes in our services, legal requirements, or business practices.

17.2 Notification of Changes

ScopeSite LTD will provide notice of significant changes to these Terms. Notice may be provided via email to the Client's registered email address, through a notification on the ScopeSite LTD website, or via the client portal [SPECIFY PREFERRED METHOD(S)]. The updated Terms will specify the date they become effective.

17.3 Continued Use as Acceptance

Continued use of ScopeSite LTD's Services after the effective date of the updated Terms constitutes the Client's acceptance of the revised Terms and Conditions.

17.4 Review Responsibility

It is the Client's responsibility to review the Terms and Conditions periodically for any updates or changes. The latest version of the Terms and Conditions will always be available on the ScopeSite LTD website [LINK TO TERMS ON WEBSITE].

17.5 Material Changes

For material changes that may significantly affect the Client's rights or obligations, ScopeSite LTD will endeavour to provide reasonable advance notice before the changes take effect.

18. TERMINATION

18.1 Termination by Client

18.1.1 Notice Period

The Client may terminate this Agreement or any specific Service Agreement by providing ScopeSite LTD with 30 days written notice, subject to any minimum contract periods specified in Section 4.7.

18.1.2 Early Termination

If the Client terminates during a minimum contract period, early termination fees as outlined in Section 4.8 will apply.

18.1.3 Termination Procedure

Notice of termination must be sent in writing to the email address specified in Section 2.1.

18.2 Termination by ScopeSite

18.2.1 Notice Period

ScopeSite LTD may terminate this Agreement or any specific Service Agreement for convenience by providing the Client with 30 days written notice.

18.2.2 Immediate Termination

ScopeSite LTD may terminate this Agreement immediately by written notice if the Client:

- (a) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) becomes insolvent, enters into administration, receivership, liquidation, or any similar procedure;
- (e) engages in any activity that is illegal, unethical, or may harm ScopeSite LTD's reputation or business;
- (f) fails to provide necessary cooperation or communication required for the provision of Services after reasonable requests.

18.3 Termination for Breach

Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so.

18.4 Consequences of Termination

18.4.1 Cessation of Services

Upon termination of this Agreement for any reason, ScopeSite LTD shall cease providing all Services.

18.4.2 Outstanding Payments

The Client shall immediately pay all outstanding unpaid invoices and interest due to ScopeSite LTD. For Services supplied but for which no invoice has been submitted, ScopeSite LTD shall submit an invoice, which shall be payable by the Client immediately on receipt.

18.4.3 Return of Property

Each party shall return or, at the other party's request, destroy any property, equipment, documentation, or Confidential Information belonging to the other party.

18.4.4 Data Handling

ScopeSite LTD shall handle any Personal Data processed on behalf of the Client in accordance with Section 10.9 (Data Retention).

18.4.5 Handover of Assets

Subject to full payment of all outstanding fees and the terms regarding Intellectual Property Rights in Section 7, ScopeSite LTD will cooperate reasonably with the Client to facilitate the handover of relevant website files, domain names (where registered by ScopeSite on behalf of the Client), and other assets belonging to the Client.

18.4.6 Accrued Rights

Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

18.5 Survival

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect. This includes, but is not limited to, clauses relating to Confidentiality (Section 14), Intellectual Property Rights (Section 7), Liability and Indemnity (Section 11), Data Protection (Section 10), Payment Obligations (Section 4), Dispute Resolution (Section 19), and Governing Law (Section 1.5).

19. DISPUTE RESOLUTION

19.1 Governing Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

19.2 Negotiation

If any dispute arises in connection with this Agreement, the parties agree to enter into negotiation in good faith to resolve the dispute. Either party may initiate negotiations by providing written notice to the other party, setting out the details of the dispute. The parties shall use their best endeavours to reach a resolution within 14 days of the notice being served.

19.3 Mediation

19.3.1 Referral to Mediation

If the dispute is not resolved through negotiation within 14 days of the notice referred to in clause 19.2, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure.

19.3.2 Procedure

Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 30 days after the date of the ADR notice.

19.3.3 Costs

The costs of the mediation shall be shared equally between the parties unless otherwise agreed.

19.3.4 Continuation of Obligations

No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The entire dispute resolution process shall be completed within 45 days from the date of the initial notice, unless the parties agree otherwise in writing.

19.4 Court Proceedings

Subject to clauses 19.2 and 19.3, nothing in this Agreement shall prevent either party from seeking interim relief or commencing court proceedings where necessary to protect its rights or property, or where a claim is related to non-payment of fees.

20. GENERAL PROVISIONS

20.1 Entire Agreement

This Agreement, together with any documents referred to in it (including any Service Agreement and Privacy Policy), constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Severability

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20.3 No Waiver

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

20.4 Assignment

Neither party may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). However, ScopeSite LTD may assign its rights and

obligations under this Agreement to any company acquiring all or substantially all of ScopeSite LTD's assets or business.

20.5 Notices

20.5.1 Method

Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in Section 2.1 (for ScopeSite LTD) or the primary email address provided by the Client. Email is sufficient for general communications, while registered post is required for legal disputes.

20.5.2 Deemed Receipt

Any notice or communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

20.5.3 Exclusions

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.6 Relationship of Parties

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.7 Third-Party Rights

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20.8 Force Majeure

Reference is made to Section 11.3 regarding Force Majeure events and their consequences.

20.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

ScopeSite LTD (trading as ScopeSite Digital Studios) | Company Registration Number: 16130355

71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

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