

WEBSITE SERVICES TERMS AND CONDITIONS

1 PARTIES

- 1.1 This Website Services Agreement ("**Agreement**") sets out the terms on which Webstars provides services to its clients and forms a legally binding contract between Webstars and the Client when accepted in accordance with Clause 2 (Acceptance of Terms).
- 1.2 Webstars Ltd, a private limited company registered in England and Wales under company number 04816995, with its registered office at Unit A, 82 James Carter Road, Mildenhall, Bury St. Edmunds, England IP28 7DE, and email address: agreements@webstarsltd.com, is referred to in this Agreement as "**Webstars**", "**we**", "**us**" or "**our**".
- 1.3 Any individual or legal entity purchasing or requesting services from us through our website, written proposal, quotation, or order confirmation (each an "**Order**") is referred to as the "**Client**", "**you**" or "**your**".

2 ACCEPTANCE OF TERMS

- 2.1 By:
 - 2.1.1 placing an order through our website;
 - 2.1.2 accepting a proposal or quotation issued by us;
 - 2.1.3 requesting services by email or other written instruction; or
 - 2.1.4 otherwise engaging us to provide services,you confirm that you have read, understood and agree to be bound by this Agreement, which will form a legally binding contract between you and Webstars.
- 2.2 If you enter into this Agreement on behalf of a company or organisation, you confirm that you have the full legal authority to bind that entity to this Agreement and that such entity agrees to be bound by its terms.

3 RECITALS

- 3.1 We provide professional services including website support, website maintenance, website development, marketing and consultancy (together, the "**Services**").

- 3.2 Clients may purchase or request these services through our website, written proposals, or order confirmations (each an “**Order**”). This Agreement applies to all Services we provide to the Client unless otherwise expressly agreed in writing.

4 DEFINITIONS

- 4.1 “**Agency Tools**” means the tools, templates, plugins, methodologies, software, and know-how that we develop or use in providing the Services, and which remain owned by us.
- 4.2 “**Agreement**” means this Website Services Agreement, including all Annexures, Schedules and Statements of Work.
- 4.3 “**Bank of England Base Rate**” means the base lending rate set by the Bank of England from time to time.
- 4.4 “**Business Hours**” means 9:00 am to 5:00 pm on a Business Day, in England (London time).
- 4.5 “**Business Day**” means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business, and excludes the period from 25 December to 1 January (inclusive).
- 4.6 “**Change Request**” means a written request by you or us to modify the scope, Fees, or timelines of a Statement of Work, submitted in line with Clause 6.
- 4.7 “**Client**” or “**you**” or “**your**” means any individual or legal entity purchasing or requesting Services from Webstars as described in Clause 1.3.
- 4.8 “**Client Materials**” means any materials, data, or content you provide to us for use in performing the Services.
- 4.9 “**Confidential Information**” means all non-public, proprietary, or commercially sensitive information disclosed by either you or us, whether in writing, orally, or by other means, including but not limited to business plans, technical data, financial information, and trade secrets, but excluding information that:
- 4.9.1 is or becomes publicly available through no breach of this Agreement;
 - 4.9.2 was lawfully in the receiving party’s possession before disclosure;
 - 4.9.3 is independently developed by the receiving party without reference to the disclosing party’s Confidential Information; or
 - 4.9.4 is lawfully obtained from a third party without restriction.
- 4.10 “**Controller**” has the meaning given to it in the UK GDPR and Data Protection Act 2018.

- 4.11 "**Data Protection Legislation**" means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any other applicable laws or regulations relating to the processing of personal data.
- 4.12 "**Deliverables**" means all outputs, materials, or works we create for you under a Statement of Work or Order, including (but not limited to) designs, code, reports, and written content.
- 4.13 "**Effective Date**" means the date on which the Client first accepts this Agreement or places an Order for Services.
- 4.14 "**Fees**" means the charges you must pay us for the Services, as specified in the relevant Statement of Work or Order.
- 4.15 "**Force Majeure Event**" means any event beyond your or our reasonable control, including but not limited to acts of God, war, terrorism, strikes, lockouts, or failures of third-party suppliers (such as AWS, Stablepoint, or Wasabi).
- 4.16 "**Intellectual Property Rights**" means all patents, copyrights, trademarks, trade secrets, database rights, design rights, and other intellectual property rights, whether registered or unregistered.
- 4.17 "**Personal Data**" has the meaning given to it in the Data Protection Legislation and refers to any personal information that we process on your behalf under this Agreement.
- 4.18 "**Personnel**" means individuals engaged by us as employees on a permanent basis, including individuals seconded to us (whether engaged directly or via an Employer of Record), but excluding contractors, subcontractors, temporary agency workers, and independent consultants.
- 4.19 "**Processor**" has the meaning given to it in the UK GDPR and Data Protection Act 2018.
- 4.20 "**Retail Price Index**" or "**RPI**" means the UK Retail Prices Index published by the Office for National Statistics, or any index that replaces it.
- 4.21 "**Services**" means the services we provide to you under this Agreement, as described in Clause 5 and any applicable Statement of Work or Order.
- 4.22 "**Statement of Work**" means any written description of services agreed between the parties, including an Order, proposal, quotation, service plan, or service description published on our website.
- 4.23 "**Sub-processor**" means a third party we engage to process Personal Data on your behalf, as listed in Annexure 1.
- 4.24 "**Term**" means the period during which this Agreement remains in force, as described in Clause 7.
- 4.25 "**Third-Party Materials**" means any software, tools, plugins, fonts, or other materials owned by someone else (not you or us) and used in providing the Services.

- 4.26 "**UK GDPR**" means the General Data Protection Regulation as incorporated into UK law under the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.
- 4.27 "**VAT**" means value-added tax under the Value Added Tax Act 1994 or any similar tax.
- 4.28 "**Webstars**" means Webstars Ltd, a company registered in England and Wales with company number 04816995. In this Agreement Webstars may also be referred to as "we", "us" or "our".

5 INTERPRETATION

- 5.1 In this Agreement, unless the context otherwise requires:
- 5.1.1 headings are for convenience only and do not change how this Agreement is interpreted;
 - 5.1.2 singular words include the plural and vice versa, and words for one gender include all genders;
 - 5.1.3 references to laws include any amendments, updates, or replacements of those laws and any subordinate legislation made under them;
 - 5.1.4 the words "including", "include" and "in particular" are illustrative only and do not limit the generality of the preceding words;
 - 5.1.5 references to Clauses mean the clauses of this Agreement unless stated otherwise;
 - 5.1.6 if you or we are required to "procure" or "ensure" something, it means taking all reasonable steps to achieve it;
 - 5.1.7 references to a "person" include individuals, companies, partnerships, and other organisations;
 - 5.1.8 any obligation not to do something also means you or we must not permit or allow it to be done;
 - 5.1.9 references to "writing" or "written" include email and other electronic communications capable of being stored and reproduced, provided that receipt can reasonably be evidenced;
 - 5.1.10 references to "days" mean calendar days unless this Agreement expressly refers to "Business Days".
- 5.2 This Agreement will not be interpreted against either party solely on the basis that one party drafted or prepared it.

- 5.3 The Annexures and Schedules to this Agreement are part of this Agreement and have the same effect as if set out in full within it.

6 SERVICES

- 6.1 We will provide the Services to the Client as described in the applicable Statement of Work or Order under this Agreement.
- 6.2 The Services may include (but are not limited to):
- 6.2.1 website maintenance;
 - 6.2.2 consultancy (including audits, workshops, strategy, and other advisory services);
 - 6.2.3 support (including online security and domain services);
 - 6.2.4 marketing (including SEO, campaigns, content, and performance tracking); and
 - 6.2.5 website development.
- 6.3 For the avoidance of doubt, the Services under this Agreement expressly exclude any hosting services, server management, or provision of hosting infrastructure. Any hosting services will be provided under a separate written agreement between the parties or obtained by the Client from a third-party provider.
- 6.4 Services will commence once an Order has been accepted by us, which may occur through:
- 6.4.1 confirmation of a website order,
 - 6.4.2 written acceptance of a proposal or quotation, or
 - 6.4.3 written confirmation issued by us.
- 6.5 The scope of the Services will be described in the applicable Statement of Work, Order, service description, proposal, quotation, or order confirmation.
- 6.6 You must provide us with all necessary Client Materials, access and cooperation required for us to perform the Services in a timely manner. If you fail to provide these in a timely manner, we may reasonably adjust the timelines for delivery of the Services and, where applicable, the Fees, in accordance with the Change Control Procedure in Clause 7.
- 6.7 We will perform the Services with reasonable skill and care and in accordance with good industry practice, and consistent with the specifications set out in the relevant Statement of Work or Order. Any service levels or performance metrics will be specified in the relevant Statement of Work or Order.
- 6.8 We may use subcontractors to perform any part of the Services, but we will remain responsible for their performance under this Agreement.

7 CHANGE CONTROL PROCEDURE

- 7.1 If you request additional services or changes to the scope of the Services, we may issue an updated proposal or quotation setting out the revised scope, Fees, and timelines. Any such changes will take effect once accepted by both parties in writing or through the applicable ordering process.
- 7.2 Where a Change Request is submitted, it should include (where reasonably practicable):
 - 7.2.1 a detailed description of the proposed change;
 - 7.2.2 the impact on the Services, Deliverables, Fees, and timelines; and
 - 7.2.3 any other relevant information reasonably required to evaluate the proposed change.
- 7.3 Following receipt of a Change Request, the parties will discuss the proposed change in good faith and confirm in writing whether the change is approved, rejected, or requires modification.
- 7.4 An approved Change Request will take effect once agreed in writing by both parties, which may include agreement by email or other written communication.
- 7.5 No changes to a Statement of Work or Order will be valid unless agreed in accordance with this Clause 7. We are not obliged to perform any services beyond the original scope unless there is an approved Change Request.
- 7.6 We may charge reasonable fees for evaluating Change Requests at our standard consultancy rates. If a Change Request increases the Fees, we may require advance payment, revised payment milestones, or updated billing arrangements before implementation.

8 TERM AND TERMINATION

- 8.1 This Agreement begins on the Effective Date and will continue until terminated in accordance with this Clause 8.
- 8.2 Either party may terminate this Agreement for convenience by giving not less than 60 days' written notice to the other.
- 8.3 You or we may also end this Agreement immediately by written notice if the other:
 - 8.3.1 seriously breaches this Agreement and does not fix the breach within 30 days after receiving written notice requiring it to do so; or
 - 8.3.2 becomes insolvent, enters administration, has a receiver appointed over its assets, enters into a voluntary arrangement with its creditors, or has a winding-up petition issued against it.

- 8.4 If one Statement of Work or Order ends, that will not affect this Agreement or any other active Statements of Work or Orders.
- 8.5 If this Agreement itself ends for any reason:
 - 8.5.1 each active Statement of Work or Order will continue unless you and we agree in writing that it should also end;
 - 8.5.2 we will promptly deliver to you all completed but undelivered Deliverables for which the applicable Fees have been paid;
 - 8.5.3 you will pay all outstanding Fees for Services carried out up to the termination date; and
 - 8.5.4 you and we will each return or destroy the other's Confidential Information as set out in Clause 13, provided that where such information is contained in immutable backup systems that cannot be immediately deleted due to technical or regulatory constraints, it will remain protected and will be deleted automatically upon expiry of the applicable retention period.
- 8.6 Any Clauses which by their nature are intended to continue after termination or expiry of this Agreement will remain in full force and effect, including (without limitation) those relating to Fees and Payment, Confidentiality, Data Protection, Intellectual Property Rights, Liability and Indemnities, Non-Solicitation, Notices, Entire Agreement, Severability, Third-Party Rights, and Governing Law and Jurisdiction.

9 FEES AND PAYMENT

- 9.1 You must pay us the Fees specified in the relevant Order, order confirmation, proposal, quotation or service plan published on our website.
- 9.2 We may require payment:
 - 9.2.1 in advance,
 - 9.2.2 on a subscription basis, or
 - 9.2.3 in accordance with milestones set out in the relevant Order or order confirmation.
- 9.3 Where services are purchased through our website, payment must be made using the payment methods made available on the website or otherwise specified by us in writing.
- 9.4 We will issue invoices to you on the dates set out in the relevant Statement of Work or Order or, if not specified, either when agreed milestones are completed or monthly in arrears for Services performed. You must pay all invoices within 30 days after the invoice date.
- 9.5 If you do not pay an invoice on time, we may charge interest on the overdue amount at a rate of 8% per annum above the Bank of England Base Rate, calculated on a simple basis

from the due date until payment is made in full. This is in addition to our rights under the Late Payment of Commercial Debts (Interest) Act 1998.

- 9.6 If any invoice remains unpaid for more than 21 days after its due date, we may exercise our rights under Clause 10 (Suspension of Services). You must also reimburse us for all reasonable costs of recovering overdue amounts, including legal costs and collection agency charges.
- 9.7 We may increase the Fees once in each 12-month period on the anniversary of the Effective Date or the commencement of the relevant Services, by the greater of:
- 9.7.1 five percent (5%); or
 - 9.7.2 the percentage increase in the Retail Price Index (RPI) over the preceding 12 months;
- and
- 9.7.3 we will give you at least 30 days' written notice of any increase before it takes effect.
- 9.8 In addition to our right to increase Fees under Clause 9.7, the Fees may also be reviewed by agreement between the parties. You and we may, within 60 days after the relevant anniversary date, request to renegotiate the Fees in full. You and we will use reasonable efforts to agree revised Fees within that 60-day period. If no agreement is reached, the Fees will continue as adjusted under Clause 9.7.
- 9.9 You must make all payments in pounds sterling (GBP) by bank transfer to the account we specify in the invoice, without set-off, counterclaim or deduction except as required by law.

10 TAXES AND EXPENSES

- 10.1 All Fees under this Agreement are exclusive of VAT and any other applicable taxes, duties, or levies. You are responsible for paying any such taxes properly charged on the Services at the prevailing rate, provided that we provide you with a valid VAT invoice where required by law.
- 10.2 We will provide valid VAT invoices where required by law, clearly identifying the applicable VAT amount as a separate line item.
- 10.3 You must reimburse us for all reasonable out-of-pocket expenses we incur in providing the Services (for example, travel, accommodation, or third-party licence fees). Such expenses must be pre-approved in writing by you (such approval not to be unreasonably withheld or delayed) and supported by reasonable evidence of the expense, which we will submit within 30 days of being incurred where reasonably practicable.
- 10.4 For clarity:

- 10.4.1 expenses incurred by us in our own name and recharged to you (such as travel, accommodation, or third-party licences) will be subject to VAT where applicable;
- 10.4.2 pure disbursements paid on your behalf and in your name will be recharged without VAT, provided they qualify as disbursements under HMRC VAT rules.
- 10.5 If you are required by law to withhold or deduct any taxes from payments to us, you must increase the payment (gross-up) so that we receive the full amount we would have received if no withholding or deduction had been made. If we are required to pay any withholding tax or similar levy on your behalf, you must reimburse us in full for that amount.
- 10.6 If HMRC (or any other relevant tax authority) determines that VAT is due on any Fee or reimbursable expense under this Agreement, including any amount originally treated as a disbursement or subject to the reverse charge, you will pay such VAT to us following receipt of a valid VAT invoice. For the avoidance of doubt, this ensures that we are placed in the position we would have been in had VAT been correctly charged at the outset, without limiting your right to recover input VAT where applicable.
- 10.7 Where we receive commission payments, rebates, or other financial incentives directly attributable to third-party products or services procured specifically for your project, we will credit such amounts against Fees (for example, by applying the equivalent value as additional professional services hours). For clarity, this does not apply to standard payment card rebates, cashback arrangements, or any incentive not directly linked to your project.

11 SUSPENSION OF SERVICES

- 11.1 We may suspend the Services immediately by giving you written notice if:
 - 11.1.1 you fail to pay any undisputed Fees within 21 days after the invoice due date; or
 - 11.1.2 you materially breach this Agreement (other than non-payment) and do not fix the breach within 30 days after receiving written notice specifying the breach.
- 11.2 Any suspension under this Clause 11.1 does not affect your obligation to pay all Fees due for Services performed before the suspension takes effect.
- 11.3 We will resume the suspended Services within 5 Business Days of receiving:
 - 11.3.1 full payment of all outstanding amounts (including any accrued interest and recovery costs);
 - 11.3.2 your written confirmation that the material breach has been remedied; and
 - 11.3.3 reimbursement of our reasonable costs incurred in connection with the suspension and reinstatement.
- 11.4 To the fullest extent permitted by law, we will not be liable for any loss or damage arising from any suspension carried out in accordance with this Clause 11.

12 DELIVERY AND ACCEPTANCE

- 12.1 Deliverables will be delivered in accordance with the applicable Statement of Work, Order, service description, proposal or order confirmation.
- 12.2 We will deliver the Deliverables to you in line with the timelines and specifications set out in the relevant Statement of Work or Order. Delivery will be deemed complete when we make the Deliverables available to you in the agreed format or otherwise make them accessible to you.
- 12.3 You will have 21 days after delivery (the "Review Period") to examine the Deliverables and notify us in writing of any material non-conformity with the agreed specifications, giving reasonable detail of the deficiencies.
- 12.4 If we do not receive written notice from you within the Review Period, the Deliverables will be deemed accepted by you.
- 12.5 If you notify us of valid deficiencies, we will use commercially reasonable efforts to remedy them within 30 days after notification. Once remedied, the Review Period will restart only in respect of the corrected Deliverables.
- 12.6 If we fail to remedy a non-conformance after two reasonable attempts, you may either:
 - 12.6.1 accept the Deliverables with an appropriate reduction in the Fees; or
 - 12.6.2 terminate the relevant Statement of Work or Order and receive a pro-rata refund of any prepaid Fees relating to the undelivered portion of the Services.
- 12.7 Acceptance testing will not apply to deficiencies arising solely from Third-Party Materials (as defined in Clause 18).
- 12.8 Accepting Deliverables does not affect your rights in respect of latent defects that only become apparent later, provided you notify us of such defects within 30 days after discovery and in any event no later than the warranty period specified in the relevant Statement of Work or Order. After expiry of the applicable warranty period, we will have no further liability for defects except as expressly provided in this Agreement.

13 SERVICE LEVELS

- 13.1 Where applicable, service levels will be set out in the relevant Statement of Work, Order, service description, proposal, subscription plan or order confirmation.
- 13.2 We will use commercially reasonable efforts to meet the service levels specified in each Statement of Work or Order. If we fail to meet a service level, the remedies will be those set out in the relevant Statement of Work or Order, which may include service credits or other agreed compensation, subject to the limits of liability in Clause 21.
- 13.3 Service levels will be measured over each calendar month using our standard tools and methodologies. If the Statement of Work or Order requires it, we will provide you with

monthly performance reports showing compliance with the agreed service levels within 10 Business Days after the end of the relevant month.

13.4 Service level measurements will not include periods of:

13.4.1 scheduled maintenance notified to you at least 48 hours in advance;

13.4.2 your acts or omissions;

13.4.3 Force Majeure Events;

13.4.4 failures of Third-Party Materials; or

13.4.5 other circumstances beyond our reasonable control.

13.5 Subject to Clause 21 (Liability and Indemnities), your sole and exclusive remedy for any failure to meet the agreed service levels will be the service credits (if any) set out in the relevant Statement of Work or Order, provided that you notify us of the failure within 5 Business Days after receiving the relevant service level report.

13.6 The parties may review the service levels periodically and may adjust them by mutual written agreement in accordance with the Change Control Procedure in Clause 7.

14 CONFIDENTIALITY

14.1 You and we must keep confidential all Confidential Information disclosed by the other in connection with this Agreement during this Agreement and for five (5) years after it ends (except for trade secrets, which remain protected indefinitely). Each of us must use at least the same degree of care as we use to protect our own Confidential Information, and in any event not less than reasonable care.

14.2 Confidential Information may only be shared with:

14.2.1 employees, officers, agents, contractors, or professional advisers who have a legitimate need to know the information for the purposes of performing this Agreement; and

14.2.2 who are bound by confidentiality obligations no less restrictive than those set out in this Clause 14.

14.3 These obligations do not apply to information that:

14.3.1 is or becomes publicly available other than as a result of a breach of this Agreement;

14.3.2 was lawfully in the receiving party's possession before disclosure;

14.3.3 is independently developed by the receiving party without reference to or use of the other party's Confidential Information;

- 14.3.4 is lawfully received from a third party without restriction; or
- 14.3.5 must be disclosed by law, regulation, or court order, provided (where legally permitted) the disclosing party gives prior written notice to the other party and cooperates, at the other party's reasonable expense, in seeking confidential treatment or other appropriate protective measures.

14.4 When this Agreement ends, you and we must, at the other's option, return or destroy all materials containing Confidential Information. Each party may retain one archival copy solely for legal, regulatory, or compliance purposes. For the avoidance of doubt, each party may also retain Confidential Information stored in secure backup or archival systems that cannot reasonably be deleted immediately due to technical or legal constraints, provided that:

- 14.4.1 such information remains subject to the confidentiality obligations in this Agreement; and
- 14.4.2 it is deleted or overwritten in accordance with the applicable system's standard retention policies.

15 DATA PROTECTION

- 15.1 You and we must comply with all applicable requirements of the Data Protection Legislation. This Clause 15 supplements, and does not replace or limit, the parties' obligations under the Data Protection Legislation.
- 15.2 You and we acknowledge that, for the purposes of the Data Protection Legislation, you are the Controller and we are the Processor in relation to any Personal Data processed under this Agreement.
- 15.3 We will:
 - 15.3.1 process Personal Data only on documented instructions from the Client, unless processing is required by applicable law;
 - 15.3.2 implement appropriate technical and organisational security measures to ensure a level of security appropriate to the risk, including multi-factor authentication (MFA) where available and encryption of Personal Data both at rest and in transit (including through the use of HTTPS or Secure Shell (SSH) protocols);
 - 15.3.3 ensure that persons authorised to process Personal Data are subject to appropriate confidentiality obligations;
 - 15.3.4 notify the Client without undue delay (and where practicable within 24 hours) upon becoming aware of a Personal Data breach;

- 15.3.5 assist the Client, taking into account the nature of the processing, in fulfilling its obligations under the Data Protection Legislation, including responding to data subject rights requests, at the Client's reasonable cost;
 - 15.3.6 upon termination of this Agreement, at the Client's written election, delete or return all Personal Data unless required by law to retain it. Where Personal Data is stored in immutable backup systems that cannot be immediately deleted due to technical constraints, we will delete such data as soon as technically feasible and in accordance with the applicable backup retention schedule;
 - 15.3.7 make available to the Client such information as is reasonably necessary to demonstrate compliance with this Clause 15.
- 15.4 You consent to us engaging Sub-processors listed in Annexure 1 or the applicable Statement of Work to process Personal Data. We will inform you of any intended changes to add or replace Sub-processors, giving you at least 14 days' prior written notice. If you object on reasonable data protection grounds and the objection cannot be resolved, either party may terminate the affected Services on written notice.
- 15.5 Where Personal Data is transferred outside the UK, we will ensure that appropriate safeguards are in place as required by the Data Protection Legislation, including the use of UK International Data Transfer Agreements (IDTAs) or the UK Addendum to the EU Standard Contractual Clauses (SCCs) where applicable.
- 15.6 You warrant that you have all necessary lawful bases, permissions, and (where required) consents to enable our processing of Personal Data in accordance with this Agreement and the Data Protection Legislation.
- 15.7 If you and we enter into a separate Data Processing Agreement ("DPA"), that DPA will take precedence over this Clause 15 to the extent of any conflict.
- 15.8 Any liability arising under this Clause 15 will be subject to the limitations and exclusions in Clause 21 of this Agreement.
- 15.9 In some circumstances, you and we may act as Joint Controllers under the Data Protection Legislation. Where this occurs, you and we will enter into a separate written arrangement in accordance with Article 26 UK GDPR allocating our respective responsibilities, including responsibilities relating to transparency obligations and data subject rights.

16 PERSONNEL VETTING

- 16.1 We will ensure that all of our Personnel who have access to your Confidential Information or Personal Data, or who are involved in providing the Services, undergo appropriate background screening to the extent permitted by applicable law. Such screening will be proportionate to the nature of the role and the level of access to Confidential Information or Personal Data.

- 16.2 Such checks may include (as relevant and legally permissible):
 - 16.2.1 Disclosure and Barring Service (DBS) checks for roles where appropriate and where we reasonably determine that such checks are necessary and permitted under applicable law.
- 16.3 We will maintain records of completed checks where permitted by applicable law and will not knowingly assign any Personnel to the Services who fail to meet reasonable suitability and integrity standards.

17 INFORMATION SECURITY

- 17.1 We will maintain and implement appropriate technical and organisational security measures to safeguard your Confidential Information and Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure, including:
 - 17.1.1 industry-standard firewalls and endpoint protection or equivalent security controls for office networks and devices;
 - 17.1.2 encryption of backup data and other stored Personal Data at rest;
 - 17.1.3 ensuring remote access to our systems occurs only through secure, authenticated access methods (including virtual private network (VPN) connections or equivalent secure access controls); and
 - 17.1.4 providing periodic data protection and information security training to Personnel involved in the Services.

18 INTELLECTUAL PROPERTY RIGHTS

- 18.1 Any Intellectual Property Rights owned by you or us before the Effective Date (“**Background IPR**”) remain your or our exclusive property. Any Intellectual Property Rights independently developed by a party outside the scope of this Agreement or any Statement of Work, whether before or after the Effective Date, will also remain that party’s exclusive property. To the extent that Background IPR or such independently developed Intellectual Property Rights are incorporated into the Deliverables, the other party is granted a non-exclusive, worldwide, royalty-free licence to use them solely to the extent necessary to receive and use the benefit of the Deliverables under this Agreement.
- 18.2 Once you have paid the applicable Fees in full, we assign to you all rights, title, and interest in the Deliverables (excluding any Webstars code, Background IPR, Agency Tools and Third-Party Materials), subject to Clause 18.4. This assignment is intended to operate as a present assignment of future copyright and constitutes a written assignment under section 90(3) of the Copyright, Designs and Patents Act 1988.

- 18.3 For any code included in the Deliverables that is owned by us (excluding Third-Party Materials), we grant you a perpetual, non-exclusive, worldwide, royalty-free licence to use, modify, and maintain that code for your internal business purposes and for the operation and maintenance of your website or systems.
- 18.4 We retain ownership of all tools, templates, plugins, methodologies, and know-how that we develop or use in providing the Services (“**Agency Tools**”). We grant you a non-exclusive, non-transferable, royalty-free licence to use those Agency Tools only in connection with the Deliverables. This licence will continue after this Agreement ends, but only to the extent reasonably necessary for you to use, maintain, and operate the Deliverables delivered and paid for under this Agreement.
- 18.5 We may showcase the Deliverables in our portfolio and marketing materials for promotional purposes, unless you give us written notice opting out within 30 days after delivery.
- 18.6 You warrant that any Client Materials you provide to us do not infringe any third-party Intellectual Property Rights. You will indemnify and hold us harmless against any claims, losses, damages, costs, or expenses (including reasonable legal costs) arising from any allegation that the Client Materials infringe the Intellectual Property Rights of a third party.

19 THIRD-PARTY MATERIALS AND LICENCES

- 19.1 We may incorporate Third-Party Materials into Deliverables where reasonably necessary to provide the Services.
- 19.2 Third-Party Materials will be obtained either:
 - 19.2.1 under our existing developer or multi-site licences, which we may provide to you for use in connection with the Deliverables for the duration of this Agreement or the relevant Statement of Work or Order, subject always to the terms of the relevant third-party license; or
 - 19.2.2 by purchasing new licences on your behalf, with the costs charged or recharged to you.
- 19.3 You must procure and maintain any licences for Third-Party Materials not provided by us (for example, fonts and images). We may purchase such licences on your behalf at your request, and recharge you the cost.
- 19.4 You acknowledge that your use of Third-Party Materials may be subject to separate licence terms imposed by the relevant third-party licensor, and you agree to comply with those terms.
- 19.5 When this Agreement or a relevant Statement of Work or Order ends:
 - 19.5.1 your access to any Third-Party Materials licensed under our developer or multi-site licences will cease; and

19.5.2 where the relevant third-party licence allows it, we will use reasonable efforts to assist in transferring such licences to you, at your cost.

19.6 To the fullest extent permitted by law, we will not be liable for any failure of Third-Party Materials to meet specifications or for any interruption in their availability, except to the extent such failure arises from our breach of this Agreement, in which case Clause 21 (Liability and Indemnities) will apply.

19.7 For the avoidance of doubt, Deliverables will not be treated as non-conforming under Clause 12 (Delivery and Acceptance) solely due to deficiencies arising from Third-Party Materials, provided such materials were procured and used in accordance with their applicable licence terms and were not materially modified by us.

20 AI TOOL USAGE DISCLOSURE

20.1 We may use standard, built-in artificial intelligence or machine learning tools (for example, Microsoft Copilot or comparable productivity features embedded in Microsoft 365 and similar platforms) in providing the Services. Such tools may be used solely to support efficiency and accuracy in drafting, coding, testing, data analysis, documentation, or project management in connection with the Services.

20.2 We will not use any artificial intelligence tool that requires disclosure of your Confidential Information to the tool provider unless:

20.2.1 the tool forms part of our standard business or professional software environment and is subject to a licence agreement that includes confidentiality and data protection obligations substantially equivalent to those contained in this Agreement; or

20.2.2 we have your prior written approval.

20.3 Any additional paid third-party AI tools specifically engaged for your project will be identified in the applicable Statement of Work or Order, or in the AI Tool Register (Annexure 2). The AI Tool Register will contain a list of currently approved tools and may be updated from time to time. Any material additions or changes will be notified to you in writing, and you will have the right to object on reasonable data protection or confidentiality grounds within 14 days after receiving such notice.

21 WARRANTIES

21.1 We warrant that we will perform the Services using reasonable skill and care, in accordance with good industry practice and the specifications set out in the relevant Statement of Work.

21.2 You and we each warrant that:

21.2.1 we have full power and authority to enter into this Agreement; and

- 21.2.2 the execution and performance of this Agreement does not and will not breach any other agreement or obligation binding on that party or infringe the rights of any third party.
- 21.3 You warrant that any Client Materials you provide for use in the Services:
 - 21.3.1 do not infringe the Intellectual Property Rights or other rights of any third party; and
 - 21.3.2 comply with all applicable laws and regulations.
- 21.4 Except as expressly stated in this Agreement, all warranties, conditions, representations, and other terms (whether express or implied by statute, common law, or otherwise), including any implied warranties of satisfactory quality or fitness for a particular purpose, are excluded to the fullest extent permitted by law.
- 21.5 We do not warrant that:
 - 21.5.1 the Services will be uninterrupted, error-free, or completely secure; or
 - 21.5.2 any Deliverables will meet any requirements not expressly specified in the relevant Statement of Work.
- 21.6 These warranties do not apply to any non-conformance caused by:
 - 21.6.1 Third-Party Materials;
 - 21.6.2 Client Materials;
 - 21.6.3 improper use of the Deliverables or Services; or
 - 21.6.4 any modification or alteration not authorised in writing by us.

22 LIABILITY AND INDEMNITIES

- 22.1 Nothing in this Agreement limits or excludes liability for:
 - 22.1.1 death or personal injury caused by negligence;
 - 22.1.2 fraud or fraudulent misrepresentation; or
 - 22.1.3 any other liability which cannot lawfully be limited or excluded under applicable law.
- 22.2 Subject to Clause 22.1, our total aggregate liability arising out of or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise), including in respect of any cyber security incident, data breach or data protection claim, arising in connection with any Statement of Work, shall not exceed an amount equal to 100% of the Fees paid (excluding VAT and excluding any third-party

costs or disbursements) by you under the relevant Statement of Work during the 12 months immediately preceding the event giving rise to the claim.

22.3 Neither you nor we will be liable to the other for any:

22.3.1 loss of profits;

22.3.2 loss of business;

22.3.3 loss of revenue;

22.3.4 loss of or damage to goodwill;

22.3.5 loss of anticipated savings;

22.3.6 loss of data; or

22.3.7 any indirect, special or consequential loss or damage,

whether such losses were foreseeable or otherwise.

22.4 We will not be liable for failures or delays caused by:

22.4.1 your acts or omissions or those of any third party engaged or controlled by you;

22.4.2 Force Majeure Events;

22.4.3 your use of any Deliverable contrary to our written instructions or documentation;
or

22.4.4 modifications to Deliverables not authorised in writing by us.

22.5 We will indemnify you against any claim that the Services or Deliverables infringe the Intellectual Property Rights of a third party, provided you:

22.5.1 promptly notify us of the claim;

22.5.2 give us sole control of the defence and settlement; and

22.5.3 provide reasonable assistance at our reasonable expense.

This indemnity does not apply where the infringement arises from: Third-Party Materials; Client Materials; or modifications or combinations not authorised by us.

22.6 To the fullest extent permitted by law, we will not be liable for any data breach, security incident, or loss arising from security vulnerabilities in Third-Party Materials, including but not limited to open-source software, plugins, themes, commercial software, or software-as-a-service (SaaS) services. This exclusion applies regardless of whether such vulnerabilities were known, unknown, or discoverable at the time of implementation. Where we have been separately engaged under a written maintenance or support agreement, we will be responsible for applying security patches, updates, or

configurations that were reasonably available and within our control during the term of that agreement only.

- 22.7 You will indemnify us against all liabilities, costs, damages, and expenses (including reasonable legal costs) arising from:
- 22.7.1 any claim that the Client Materials infringe any third-party Intellectual Property Rights;
 - 22.7.2 any breach of Data Protection Legislation by you;
 - 22.7.3 any claim arising from your gross negligence or wilful misconduct; and
 - 22.7.4 our use of Client Materials in accordance with this Agreement.
- 22.8 The limitations, exclusions and indemnities in this Clause 22 shall apply to the fullest extent permitted by law and shall survive termination or expiry of this Agreement.

23 INSURANCE

- 23.1 During this Agreement, we will maintain in force with reputable insurers authorised to conduct business in the United Kingdom:
- 23.1.1 professional indemnity insurance (PII) with cover appropriate to the nature and scale of the Services;
 - 23.1.2 public liability insurance with cover appropriate to the Services; and
 - 23.1.3 employers' liability insurance in the minimum amounts required by applicable UK law.
- 23.2 We will provide you with reasonable evidence of insurance cover, including certificates of insurance, upon reasonable written request.
- 23.3 Maintaining insurance under this Clause 23 does not operate to increase or extend our liability beyond the limits set out in this Agreement.

24 NON-SOLICITATION AND RESTRICTIVE COVENANTS

- 24.1 During this Agreement and for 12 months after its termination or expiry, you and we must not (without prior written consent) directly or indirectly solicit or employ any employee, contractor, or consultant of the other party who has been materially involved in providing or receiving the Services.
- 24.2 If you or we breach Clause 24.1, the breaching party must pay the other liquidated damages equal to:
- 24.2.1 four months of the solicited employee's gross salary (based on their annual salary at the time); or

24.2.2 for contractors or consultants, four months of their average fees over the preceding six months.

You and we agree that this amount represents a genuine pre-estimate of the loss likely to be suffered and is not intended to operate as a penalty.

24.3 Nothing in this Clause 24 prevents you or us from hiring someone who responds to a general recruitment advertisement or open recruitment process, provided such advertisement or process was not specifically targeted at the other party's personnel.

24.4 We retain the right to provide services to your competitors, during and after this Agreement, provided we do not use your Confidential Information in doing so.

25 COMPLIANCE WITH LAWS

25.1 You and we must comply with all applicable laws, regulations, and binding industry standards when performing our obligations under this Agreement, including (without limitation):

25.1.1 the Bribery Act 2010 and all applicable anti-corruption laws;

25.1.2 the Modern Slavery Act 2015, including maintaining transparency in supply chains;

25.1.3 all applicable export control, trade sanctions and financial sanctions regulations; and

25.1.4 competition laws including the Competition Act 1998.

25.2 We will maintain adequate procedures designed to prevent bribery and corruption, as required by section 7 of the Bribery Act 2010, and will promptly notify you of any material actual or suspected breach.

25.3 You must ensure that all instructions you give us comply with applicable laws. You will indemnify us against any liability arising directly from unlawful instructions provided by you, except to the extent caused by our breach of this Agreement.

25.4 You and we will promptly notify each other if we become aware of any material non-compliance with this Clause 25 that may affect performance of this Agreement.

25.5 Nothing in this Agreement requires you or us to act in violation of applicable law. Any provision that would require unlawful conduct will be deemed severed or modified to the minimum extent necessary to ensure compliance with applicable law.

26 FORCE MAJEURE

26.1 You and we will not be liable for any failure or delay in performing our obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event.

A Force Majeure Event includes (without limitation): acts of God, war, terrorism, strikes, lockouts, industrial disputes, fire, flood, storm, natural disaster, government action, failure of public utilities or telecommunications networks, or failures of material third-party suppliers beyond the affected party's reasonable control.

26.2 The affected party must:

26.2.1 promptly notify the other party in writing of the nature and expected duration of the Force Majeure Event;

26.2.2 use reasonable efforts to mitigate its effects; and

26.2.3 resume performance as soon as reasonably possible after it ends.

26.3 If a Force Majeure Event continues for more than 30 consecutive days, you or we may terminate the affected Statement(s) of Work by giving 14 days' written notice. Termination will be without liability except for Fees due for Services properly performed prior to termination.

26.4 For clarity, your obligation to pay undisputed Fees is not excused by a Force Majeure Event.

27 ASSIGNMENT AND SUB-CONTRACTING

27.1 You and we may not assign, transfer, charge, or otherwise dispose of this Agreement or any rights or obligations under it without the other party's prior written consent, such consent not to be unreasonably withheld or delayed. Either party may, however, assign this Agreement to:

27.1.1 an affiliate, or

27.1.2 a successor in connection with a merger, acquisition, or corporate reorganisation,

27.2 We may use subcontractors to perform any part of the Services, provided that:

27.2.1 we remain fully responsible and liable for their acts and omissions as if performed by us;

27.2.2 any processing of Personal Data by subcontractors complies with Clause 15 (Data Protection); and

27.2.3 subcontractors are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

27.3 Any purported assignment in breach of this Clause 27 will be void and of no effect.

28 NOTICES

- 28.1 Notices may be delivered by email to the contact details provided by the Client during the ordering process or otherwise notified by either party.
- 28.2 Any notice or communication under this Agreement must be in writing and delivered either:
 - 28.2.1 by email to the email address specified in Clause 1 or in the most recent Statement of Work, provided that receipt is confirmed by the recipient; or
 - 28.2.2 recorded delivery post to the registered office or principal business address of the relevant party as specified in Clause 1.
- 28.3 Notices will be treated as received:
 - 28.3.1 if sent by email, at the time of transmission if sent during Business Hours on a Business Day, or at 9:00 am on the next Business Day if sent outside Business Hours; and
 - 28.3.2 if sent by recorded delivery post, at 9:00 am on the second Business Day after posting.
- 28.4 You or we may update notice details by giving written notice under this Clause 28.
- 28.5 This Clause 28 does not apply to service of court proceedings or other legal documents.

29 ENTIRE AGREEMENT

- 29.1 This Agreement together with any Statements of Work, proposals, quotations, or order confirmations issued by us constitutes the entire agreement between the parties.
- 29.2 No variation of this Agreement will be effective unless it is in writing and signed by authorised representatives of both you and us. For clarity, email correspondence alone will not constitute a valid variation unless expressly confirmed in a signed written amendment or updated Statement of Work.
- 29.3 No failure or delay by you or us in exercising any right or remedy will be deemed a waiver of that or any other right or remedy, nor will it prevent the later or further exercise of that or any other right or remedy.
- 29.4 In entering into this Agreement, you and we confirm that neither party has relied on any representation, warranty, undertaking, or promise not expressly set out in this Agreement. You and we waive any claim in respect of any such representation not expressly set out in this Agreement, except in the case of fraud or fraudulent misrepresentation.

30 SEVERABILITY

- 30.1 If any provision (or part of a provision) of this Agreement is invalid, illegal, or unenforceable, it will be modified to the minimum extent necessary to make it valid, legal,

and enforceable. If modification is not possible, the relevant provision will be deemed deleted.

30.2 Any modification or deletion under this Clause 30 will not affect the validity or enforceability of the rest of this Agreement.

30.3 If any invalid, unenforceable, or illegal provision would be valid, enforceable, and legal if part of it were deleted, it will apply with the minimum deletion necessary to make it valid and enforceable.

31 AGREEMENT ACCEPTANCE

This Agreement may be entered into electronically. It will be deemed accepted when the Client places an order, accepts a quotation, accepts a proposal, or otherwise confirms acceptance of these Terms electronically or in writing.

32 THIRD-PARTY RIGHTS

32.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

32.2 The rights of you and us to terminate, rescind, or agree any variation, waiver, or settlement under this Agreement are not subject to the consent of any third party.

32.3 Despite Clause 32.1, any Sub-processor engaged under Clause 15 (Data Protection) may rely on the rights and protections granted to us under the data protection provisions of this Agreement as if it were a party to them.

32.4 This Clause 32 does not affect any rights or remedies of third parties which exist independently of the Contracts (Rights of Third Parties) Act 1999.

33 GOVERNING LAW AND JURISDICTION

33.1 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the laws of England and Wales.

33.2 You and we irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

33.3 Despite Clause 33.2, you or we may seek injunctive or equitable relief in any court of competent jurisdiction to protect Confidential Information or Intellectual Property Rights.



This Agreement will be deemed accepted when the Client places an order, accepts a quotation or proposal, or otherwise confirms acceptance of these Terms electronically or in writing.



Annexure 1 – Sub-processor Register

This Annexure forms part of Clause 15 (Data Protection).

A current list of Sub-processors engaged by us in connection with the Services is maintained at:
<https://app.watchdogsecurity.io/profile/webstarsltd.com?v=1774359416>

The Sub-processor list as published at the Effective Date (as available at the above link) forms part of this Agreement.

We may update the Sub-processor list from time to time in accordance with Clause 15. Any intended addition or replacement of a Sub-processor will be notified to you in writing, and you will have fourteen (14) days to object on reasonable data protection grounds. If an objection cannot be resolved in good faith, either party may terminate the affected Services on written notice.

Where Personal Data is transferred outside the United Kingdom or European Economic Area, we will ensure that appropriate safeguards are in place in accordance with the Data Protection Legislation, including the use of the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses, where applicable.

Annexure 2 – AI Tool Register

This Annexure forms part of Clause 20 (AI Tool Usage Disclosure). This Annexure lists the artificial intelligence tools currently approved for use by us in providing the Services. The Register may be updated from time to time. Any material additions or changes will be notified to you in writing, and you will have the right to object on reasonable confidentiality or data protection grounds within 14 days of such notice.

Standard Built-in Tools

Licences are configured so that customer prompts and outputs are not used by the provider for model training where such controls are available.

Tool Name	Provider	Purpose / Use Case	Confidential Information Handling
Microsoft Copilot	Microsoft	Drafting assistance, coding support, productivity features within Microsoft 365	Data remains within Microsoft 365 enterprise tenancy under existing licence terms

Paid / Third-Party AI Tools

Tool Name	Provider	Purpose / Use Case	Confidential Information Handling	Client Notification
Otter.ai	Otter.ai Inc.	Meeting transcription and note summaries	Confidential info redacted where possible; processed under SaaS agreement	✓
Fireflies.ai	Fireflies.ai Inc.	Call recording and searchable notes	Confidential info redacted where possible; processed under SaaS agreement	✓

Tool Name	Provider	Purpose / Use Case	Confidential Information Handling	Client Notification
Jasper	Jasper AI	Marketing and content drafting support	Input limited to non-sensitive copy	✓
Grammarly Pro	Grammarly Inc.	Grammar/style checking for client-facing text	Enterprise licence, excludes sensitive data	✓
GitHub Copilot	GitHub / Microsoft	Developer code support	Enterprise licence; no client source code shared without prior approval	✓
Descript	Descript Inc.	Audio/video transcription and editing	Limited to pre-approved media files	✓

Notes

Tools listed under section 2 may vary depending on project scope or the applicable Statement of Work. We will not introduce additional paid AI tools for your project that process Confidential Information or Personal Data without notifying you and updating this Register. Confidential Information or Personal Data will only be processed through AI tools in compliance with the Data Protection obligations set out in Clause 15 of this Agreement.