

Terms and Conditions.

Sitemorse (UK Sales) Limited.

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Terms & Conditions

May 9th 2024

Sitemorse (UK Sales) Ltd ("Sitemorse") a UK registered company, registration number 08451256, registered office being 71-75 Shelton Street, Covent Garden, London WC2H 9JQ.

Customer use of the site (and any Services supplied directly by it) is subject to the terms of this Agreement ("Agreement"). It is a document setting forth the rights and obligations between the Customer and Sitemorse. Customer is not eligible to receive the Services until the Customer has accepted this Agreement. Please read this Agreement carefully.

I. 1. Interpretation

In these Conditions unless the context otherwise permits:

1. "Authorised Representative" means a person whose job title is that of Director or Managing Director or a person who holds the office of director.
2. "Customer" means the person, firm, company, entity or organisation with whom Sitemorse contracts for the sale of Products and/or supply of Services.
3. "the Conditions/these Conditions" means the standard terms and conditions of sale set out in this document or such replacement standard terms and conditions notified to Customer as in force at the date of the Contract and which at that date appear on Sitemorse's web site at <https://sitemorse.com/terms/>.
4. "the Contract" means any contract for the purchase and sale or other supply of Products and/or the supply of Services by Sitemorse to a Customer.
5. "Electronic Means" means any electronic means including without limit on the Web, by EDI or XML.
6. "Service(s)" means (collectively) all services, programs, information and products that the Customer uses or otherwise accesses from time to time provided by Sitemorse through its site.
7. "Quotation" means the quotation for Services that Sitemorse provides to the Customer, in writing or electronically, which specifies the price to be paid for those services.
8. The headings in these Conditions are for convenience only and shall not affect their interpretation.
9. Sitemorse reserves the right to apply supplemental or other terms for Services to be supplied by Sitemorse or used by the Customer outside the UK mainland.

II. 2. Basis of the Sale

1. All Contracts between Sitemorse and a Customer shall be governed by these Conditions (and, where applicable, any other terms and conditions pursuant to Clause 1.3) to the exclusion of any other terms and conditions not accepted in writing by an Authorised Representative of Sitemorse, including without limit any terms on or referred to in any Customer purchase order. In the case of orders placed by Electronic Means which refer to any terms and conditions of the Customer Sitemorse's automatic taking on to its system of such order shall amount to a rejection of the Customer's terms and conditions and an offer to supply the Products ordered on the basis of these Conditions. No variation to these Conditions shall be binding unless agreed by letter and signed by an Authorised Representative of Sitemorse. It is the Customer's responsibility to be aware of the Conditions as current from time to time but Sitemorse will use

best efforts to notify the Customer of any material changes to the Conditions before they become applicable. The Customer's acceptance of these Conditions shall also be made (in respect of the first Contract and all subsequent Contracts) either by (1) Customer providing a purchase order to Sitemorse or (2) Customer accepting Products or Services from Sitemorse, whichever occurs first.

2. No employee or agent of Sitemorse other than an Authorised Representative has any authority to make any representation at all concerning Products or Services and an Authorised Representative has no authority to make such representation other than by letter (an "authorised representation") and accordingly the Customer agrees that in entering into any Contract it does not rely on any unauthorised representation and the Customer agrees it shall have no remedy in respect of any unauthorised representation (unless made fraudulently).

III. 3. Customer Identification

1. In placing an order including by Electronic Means the Customer may utilise one or a combination of account names, account numbers and other forms of identification, including password or other code issued to the Customer (together and individually "Customer's Identification" or "Customer Identification").
2. It is the Customer's responsibility to keep the Customer's Identification confidential. Customer has the sole responsibility for its Customer Identification. Customer shall immediately inform Sitemorse in case of loss of password or in case of any abuse or attempted abuse of Customer password or other Customer Identification. Customer agrees that the Customer is entirely responsible for use of the Customer's Identification and that it is the Customer's responsibility to have in place security measures and procedures to ensure use of its Customer Identification only by authorised personnel for authorised purposes.
3. Customer agrees that Sitemorse is entitled to rely absolutely on any orders placed on Sitemorse which have utilised Customer's Identification and to deliver as directed by such orders and to invoice and be paid in respect of such orders.
4. Customer agrees that any order placed on Sitemorse.com including by Electronic Means mentioning or utilising Customer's Identification is a valid and binding purchase order and shall be deemed to be a duly authorised act of the Customer.
5. Customer acknowledges that Sitemorse cannot guarantee the security of the Internet and the possibility of interception or corruption of data transmitted from Customer to Sitemorse using correct Customer Identification, and that Sitemorse is nonetheless entitled to rely on data transmitted in the form it is received at Sitemorse.com.
6. When Customer obtained Customer Identification from Sitemorse, it was represented to Sitemorse that it was obtained by a legitimate employee or representative of the Customer that deals with Sitemorse. Customer represents and warrants that the information it provided to Sitemorse in obtaining the Customer Identification is accurate and complete. Customer also agrees to notify Sitemorse immediately at any time that information ceases to be accurate and complete.

IV. 4. Contract term and renewal

Unless otherwise specified in the Quotation:

1. The fixed period of any Contract for ongoing Services shall be 12 months.
2. The Contract period shall automatically renew for another 12 month fixed period unless notice is given by the Customer to Sitemorse in writing not less than 90 days before the end of any fixed period.

3. Sitemorse may increase the price charged for each successive fixed period by up to 8% above the price charged for the previous period.

V. 5. Proprietary rights of Sitemorse

1. Customer acknowledges and agrees that Sitemorse exclusively owns or has been licensed by third parties to use all rights, title and interest in the Service and the information, data, databases, images, sound recordings, audio and visual clips and other content provided by Sitemorse through the Service (individually and collectively, the "content").
2. Nothing contained in this Agreement conveys to the Customer any right, title or interest in or to the Service or any content. Customer shall not remove or modify any copyright or other notice placed on content. Internal distribution of content should be limited to those within Customer organisation who are aware of the obligations imposed by this Agreement.
3. Customer shall use the Service and content solely for customers own internal use, and not for the benefit of any third party. In no event shall the Customer display, circulate, publish, retransmit, redistribute, reproduce or sell all or any part of content outside of the Customer's business organisation by any means or medium now or hereafter created). Customer is not authorised to alter, cover, or remove any reference to such intellectual property rights and shall adhere to any guidelines and restrictions provided by Sitemorse with respect to such rights.
4. Sitemorse shall have no duty to defend, indemnify or hold Customer harmless from and against any or all claims brought against the Customer or damages and costs incurred by the Customer arising from the infringement of a third party's intellectual property rights, except to the extent Sitemorse's supplier is offering such defence or indemnification to Sitemorse on a pass through basis. Upon threat of claim or claim of infringement, Sitemorse may, at its option:
 1. procure the right to continue using any part of the Service,
 2. replace the infringing Service with a noninfringing Service of similar specification, or
 3. refund to the Customer the price paid in advance by the Customer for the infringing Service. Notwithstanding any other terms or conditions to the contrary Sitemorse's liability for infringement of intellectual property rights under these Conditions shall not exceed the Customer's payment for the infringing Service.

VI. 6. Important Disclaimers regarding content and use restrictions

1. Global Use

Sitemorse makes no representations that content is appropriate for use in all locations, or that transactions, products, instruments or Services discussed are available or appropriate for sale or use in all jurisdictions, or by all investors or counterparties.
2. Linked Sites

Certain links are provided which may lead to web sites maintained by third parties over whom Sitemorse has no control, including sites maintained by Sitemorse affiliates. To the extent permitted, Sitemorse takes no responsibility for the accuracy, content or any aspect of that material and disclaim any liability to Customer for such material or for any consequence of customer decision to use the links provided or customer use of such material. Sitemorse also disclaims all liability and makes no representations or warranties for any products or Services sold or provided to the Customer by any third party, including Sitemorse affiliates. Customer purchase of products or Services through one of those other sites is subject to agreements and/or the terms and conditions in effect between the Customer and the providers of products and Services at those other sites. Customer agrees that the Customer shall not bring a suit or claim against Sitemorse arising from or based on Customer purchase or use of products or Services through those other sites.

3. Delayed Information

Customer acknowledges that some content available through the Service which appears to be in "real time" may in fact be delayed information.

4. No Warranty

Customer acknowledges that the content provided through the Service is not intended to be a recommendation, offer or solicitation of any particular products or services. In addition, the content provided represents the views and opinions solely of the author or the indicated source. Sitemorse does not independently verify the accuracy or completeness of the content, nor does Sitemorse endorse any particular content or views expressed therein. Sitemorse takes no responsibility for the accuracy, content or any aspect of the content and disclaim any liability to the Customer for the content or for any consequence of the Customer decision to use the content. Customer agrees that the Customer shall independently confirm any information presented to the Customer through the Service before relying on such information. Sitemorse and its employees, contractors, agents and various contributors to the Service have no duty to correct or update any inaccurate or outofdate content.

5. Downloaded content

It is up to the Customer to take precautions to ensure that information and content the Customer download or otherwise selects for customer use is free of viruses and other destructive items.

6. Customer content

The Customer acknowledges that, in order to provide Services to them, Sitemorse will need to access and store data from their website(s) and/or social media presences, and the Customer gives explicit permission for this to be done for the purpose of providing the Services.

7. Changes

Sitemorse may make changes to the Service and content. Sitemorse reserves the right to do so without prior notice to the Customer. In the event of any material change to the Service and/or content that is to the disadvantage of the Customer, the Customer has the right to terminate without penalty during the first thirty days.

8. Fair Usage Policy

Customers who have chosen to purchase the unlimited Sitemorse service will be subject to the Sitemorse Fair Usage Policy. 'Unlimited' in this instance means up to 50 websites or web addresses.

VII. 7. Service and Support

1. All support provided is based on UK working hours, i.e. from 09.15 to 16.30 UK time. Support is not provided outside of these hours, nor during public holidays in England and Wales, unless otherwise agreed in writing with the Customer.
2. Support requests should not be used as a replacement for training; support requests may only be lodged by those who have attended the relevant Sitemorse Academy Training. Where the support request is satisfied by additional 'one-to-one' training, Sitemorse has the right to charge for this at a rate of £375 excluding VAT per half-day with a half-day minimum.
3. Standard support covers reporting of bugs, errors or system failures, and clarifications or explanations of diagnostics reported by a Service. It does not include investigation as to the cause of diagnostics reported by the Service where this entails review of the code, operation or delivery of the Customer's content, website or social media page (or assets contained or linked therefrom), unless the cause is determined to be a bug or fault in the Service.
4. Any support requests must be made via the online support service, under 'Help and Support', following login to the Service via the website (sitemorse.com).
 1. Support requests will be acknowledged (on a 'best efforts' basis) within 60 minutes of the Customer's completion and submission of the support form.

2. Once the request has been acknowledged and a support ticket ID allocated, the standard response time is 8 working hours - this being the time for the initial response and not necessarily the time for the request to be resolved.
3. Sitemorse will close the support ticket when it believes the request to be resolved. Should the Customer not agree that the request is resolved, full details sufficient for Sitemorse to be able to investigate should be emailed to support@Sitemorse.com.

VIII. 8. Support Incidents

1. Where the Customer has purchased additional support via way of Support Incidents, Sitemorse will endeavour to provide details as to the root cause of a reported diagnostic.
2. The Customer may need to provide specific details or further information as and when requested in order to enable Sitemorse to effectively solve Support Incidents. If this information is not provided in a timely manner then the Incident may be closed.
3. Unless otherwise agreed in writing, the maximum investigation time for a Support Incident is 1 working day.

IX. 9. Limitation of Liability

Sitemorse shall not be liable to the Customer or be deemed to be in breach of any Contract by reason of any delay in performing or any failure to perform any of Sitemorse's obligation in relation to the Services if the delay or failure was due to any cause beyond Sitemorse's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Sitemorse's reasonable control:

1. Sitemorse shall not be liable to the Customer for any economic or financial loss or damage (including without limit any loss of profits, loss of revenue, liabilities incurred by the Customer to third parties relating to Products delivered or Services rendered by Sitemorse, or additional expenses incurred or the cost of time spent) or any consequential, indirect, or special loss or damage costs expenses or other claims for consequential compensation whatsoever (including without limit loss of or damage to data or loss of goodwill) incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by the negligence of Sitemorse its employees or agents or otherwise).
2. Sitemorse's liability for direct loss or damage arising from damage to tangible property for which Sitemorse is liable shall be limited to the VAT exclusive price of the relevant Service in connection with which any claim for damage or loss is made.
3. Because some states or jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such states or jurisdictions, the liability of Sitemorse, its partners, employees, agents, contractors or other suppliers shall be limited in accordance with this Agreement to the extent permitted by law.
4. Nothing in these Conditions shall in any way exclude or limit any liability Sitemorse may have for death or personal injury caused by its negligence.
5. If provision of the service, and/or its availability or such that the service is impeded by the lack of availability of the clients website, Sitemorse do not accept and are not liable for delivery of the service until the clients website is fully available.
6. Sitemorse does not represent, warrant or guarantee that the Service or content will be free from errors or will be available at all times. Customer understands that Sitemorse accepts no responsibility for security of information on the Internet.
7. Those using the inCMS service modules do so at their own risk. The modules have been developed and tested based on 'vanilla' (i.e. the base deployment of a system without any additions, services or capability) implementations of various Content Management Systems. The module should be evaluated fully by the Customer ahead of usage in any live, production

environment. The module is taken as is, without any warranty or claim of capability. Sitemorse does not represent, warrant or guarantee that the module will be free from errors or will be available at all times.

8. Sitemorse shall not be liable to the Customer or be deemed to be in breach of any Contract by reason of any delay in performing or any failure to perform any of Sitemorse's obligation in relation to the Services if the delay or failure was due to any cause beyond Sitemorse's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Sitemorse's reasonable control:
1. Act of God, explosion, flood, tempest, fire or accident;
 2. Act of terrorism, war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 3. Acts restrictions regulations byelaws prohibitions or measures of any kind on the part of any governmental or parliamentary or local authority;
 4. Import or export regulations or embargoes;
 5. Strikes, lock outs or other industrial actions or trade disputes (whether involving employees of Sitemorse or a third party);
 6. Difficulties of Sitemorse's supplier in obtaining raw materials labour fuel parts or machinery.
 7. The Customer should only share personal data with Sitemorse if it has been specifically requested and only if they can, if necessary, provide confirmation that they have permission to share such data. Sitemorse will never ask for, and the Customer should never share, sensitive personal data (as defined in data protection law). Sitemorse provides services only to businesses on a commercial basis, not to individuals or consumers.

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X. 10. General

1. This Agreement does not confer any rights, remedies or benefits upon any person other than the Customer and Sitemorse. This Agreement may only be amended by a written or electronic form duly accepted and agreed to by Sitemorse and the Customer and such amendment shall refer to this Agreement. Customer may not assign this Agreement without the prior written consent of Sitemorse. Sitemorse may reassign this Agreement to a third party without notice, however if it does so it guarantees that the third party will meet Sitemorse's obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns and termination shall not prejudice the accrued or continuing rights and liabilities of either party. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected.
2. Customer represents and warrants to Sitemorse that the information the Customer provided to Sitemorse in the registration process and in other areas of the Service is true, accurate and complete. Upon request by Sitemorse, the Customer hereby agrees to defend, indemnify and hold harmless Sitemorse, its officers, directors, employees, agents, contractors or other suppliers from all liabilities, claims and expenses, including legal fees that arise from a breach of this Agreement for which the Customer is responsible, or from the use of the Service or content. Sitemorse reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification arising out of or caused in whole or in part by the

Customer or Sitemorse or any such persons' use of or reliance on the Service or its content by the Customer.

3. Notwithstanding any other terms of these Conditions it is agreed that the provision or display of pricing and other Information by Sitemorse to the Customer does not amount to an offer by Sitemorse to provide Services at that price or on any other terms. Supply of such Information is only an invitation to treat. An order by the Customer for Services shall be the offer.
4. In the case of orders placed by Electronic Means only, notwithstanding any acceptance by Sitemorse of any offer for any Service, if there has been a material or obvious pricing error by Sitemorse, Sitemorse shall be entitled within 30 days of its acceptance of such offer to either invoice the Customer for the Customer's true list price (not exceeding the prevailing market price) of the Service at the date of order or, if the Customer shall prefer, terminate the relevant Service and credit the Customer for any related charges invoiced by Sitemorse.
5. Customer is not allowed for any purpose whatsoever to use Sitemorse's logos and trademarks without Sitemorse's prior written approval from an Authorised Representative.
6. Customer agrees that Sitemorse may use Customer data, including any personal data, for the purpose of marketing and sales, and the Customer agrees to Sitemorse's collection, storage and use of such data for this purpose. Personal data will not be shared with third parties without the Customer's consent. Customer agrees to receive information and promotions and other communications from Sitemorse by email and other communication tools.
7. No waiver by Sitemorse of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
8. Customer agrees that Customer shall comply with applicable laws, rules, regulations, ordinances and other similar national and international requirements of the country, state and province in which Customer is accessing and using the Service and content.
9. If any provision of these Conditions is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
10. Sitemorse has the right to withdraw, without notice, any services provided free of charge.
11. The Contract shall be governed by the laws of England and the Customer submits to the exclusive jurisdiction of the English Courts.

Accessibility Statement

Sitemorse (UK Sales) Ltd is committed to ensuring access to content for all, without discrimination of any kind. We engage in ongoing efforts to ensure adherence to the requirements defined by the World Wide Web Consortium (W3C), specifically, the Web Content Accessibility Guidelines (WCAG) 2.1. Content contained within PDF documents can be provided in alternative formats to ensure access is available to as wide an audience as possible. Although Sitemorse (UK Sales) Ltd endeavours to meet the WCAG requirements, it is not always possible to do so in all areas of our websites and all document formats at all times; be it our reliance on 3rd parties, technical or usability limitations. If you experience problems, please let us know, at your convenience by email (accessibility@Sitemorse.com).

Disclaimer

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