

BLOOBO MASTER SERVICES AGREEMENT (MSA)

PART 1 – MASTER SERVICES AGREEMENT

1. AGREEMENT

- 1.1. This agreement is made on _____ (“Signing Date”) between
- a) _____ of _____ (“you” or “your”); and
- b) Bloobo, which is a trading name of NSB Services Ltd with its registered address at W8a Knoll Business Centre, 325-327 Old Shoreham Road, Hove, United Kingdom, BN3 7GS (“we” or “us” or “our”).
- 1.2 By using the Services, you agree to follow everything in this Agreement. This Agreement may also take effect upon acceptance of a Proposal / Quotation or commencement of Services, whichever occurs first.
- 1.3 We will provide the Services to you as set out in our proposal or quotation to you. You agree to pay us the total fee set out in our proposal or quotation, in accordance with the terms of this Agreement.
- 1.4 This Agreement shall commence on the Signing Date and shall continue for the Minimum Term (24 months). Following expiry of the Minimum Term, this Agreement shall continue on a rolling monthly basis unless terminated in accordance with the Termination clause.

2. DEFINITIONS & INTERPRETATIONS

2.1. Definitions

In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

“Agreement” means this Master Services Agreement together with any Schedules, appendices and documents expressly incorporated into it.

“Business Day” means 9am to 5pm, Monday to Friday (excluding Public and Bank Holidays).

“Change Request” means any request by you for a change to the scope of the Services, including any change to functionality, Deliverables, specifications, timelines, integrations, hosting, security requirements or any other requirement.

“Confidential Information” means all confidential or proprietary information (whether in oral, written, electronic or other form) relating to the business, operations, customers, clients, products, services, finances, technology or affairs of a party, including information clearly marked or reasonably understood to be confidential, and including (without limitation) trade secrets and know-how.

“Customer Materials” means all content, materials, data and information provided by or on behalf of you to us in connection with the Services, including text, images, video, logos, brand assets, databases, domain names, access credentials and third-party accounts.

“Data Protection Laws” means all applicable laws relating to the processing of Personal Data, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), as amended.

“Deliverables” means any outputs to be created or provided by us to you as part of the Services, including without limitation websites, designs, software, portals, reports, documents, hosting configuration, integrations, or any other work products.

“Fees” means the fees payable by you to us for the Services as set out in the Proposal / Quotation or otherwise agreed in writing.

“Force Majeure Event” means any event or circumstance outside a party’s reasonable control which prevents or delays the performance of its obligations.

“Including” means “including without limitation.” Similarly, when we use the word “includes”, we mean “includes without limitation.”

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use (and protect) the confidentiality of 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 and renewals or extensions of such rights.

“Minimum Term” means the minimum commitment period of twenty-four (24) months beginning on the Signing Date, unless a different minimum term is stated in the Proposal / Quotation.

“Personal Data” has the meaning given in the UK GDPR.

“Proposal / Quotation” means any written proposal, scope of work, quotation or statement of work issued by us and accepted by you which sets out the Services, Deliverables and Fees.

“Services” means the services described in this Agreement and in the applicable Service Schedules and/or the Proposal / Quotation.

“Signing Date” means the date of signature of this Agreement (or if signed on different dates, the date of the last signature).

“Term” means the duration of this Agreement as set out in clause 1.

“UK GDPR” means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales pursuant to section 3 of the European Union (Withdrawal) Act 2018.

“Users” means your customers, visitors, employees or other end users who access or use the Services or any Deliverables created under this Agreement.

2.2. Interpretation

In this Agreement, unless the context otherwise requires:

- references to clauses are to clauses of this Agreement;
- headings are for convenience only and shall not affect the interpretation of this Agreement;
- a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- words in the singular include the plural and vice versa;
- references to “including” or “include” shall be construed without limitation; and
- any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the meaning of the words preceding those terms.

2.3. Order of Precedence

If there is any conflict or inconsistency between the terms of this Agreement and any other document, the following order of precedence shall apply (in descending order of priority):

- (a) this Master Services Agreement;
- (b) the applicable Service Schedule;
- (c) the Proposal / Quotation;
- (d) any other document expressly incorporated.

3. PROVISION OF SERVICES

3.1. When we use the word “Services” in this Agreement, we mean:

- our provision of website development services (“Website Development Services”),
- our provision of website application development services, including the design, development, testing, deployment and support of bespoke web-based software applications, portals, SaaS platforms, APIs, integrations and database-driven systems (“Web App Development Services”),
- our provision of mobile application development services (“Mobile App Development Services”),
- our provision of website and mobile application hosting services (“Hosting Services”),
- our provision of website and mobile application maintenance services (“Maintenance Services”),
- our provision of IT consultancy, hardware or software installation or repair (“IT Services”), or
- our design and provision of brand and printed material (“Marketing Services”), or
- our management of social media accounts and related digital marketing (“Digital Marketing Services”).

3.2. The Services shall be provided in accordance with the applicable Service Schedule(s) and the Proposal / Quotation.

4. SERVICE LIMITATIONS

4.1. The Services are limited to those expressly set out in this Agreement and the Proposal / Quotation. Any item not expressly included in the Services shall be treated as excluded and, if requested by you, shall be handled as a Change Request.

4.2. Without limitation, unless expressly included in the Proposal / Quotation, the Services do not include: content writing, copywriting, photography/videography, translations, advanced SEO strategy, paid advertising budgets, accessibility compliance audits, penetration testing, domain purchase costs, third-party licence fees, or ongoing maintenance/support after delivery.

5. TIMINGS

5.1. Any dates, milestones or delivery timescales stated in the Proposal / Quotation or otherwise are estimates only unless expressly agreed in writing as binding. Time shall not be of the essence in relation to our performance unless expressly agreed in writing. You acknowledge that our ability to meet any estimated timetable depends on your timely provision of Customer Materials, access credentials, feedback, instructions and approvals, and any delay by you may result in corresponding delays to delivery dates.

5.2. Unless expressly agreed in writing, we are not responsible for ensuring that any Deliverable complies with industry-specific regulations, accessibility standards, advertising regulations, financial regulations, healthcare regulations, or other legal requirements applicable to your business.

6. YOUR RESPONSIBILITIES

6.1. You agree that you:

- have the authority to enter into this contract on behalf of yourself, your company or your organisation.
- will co-operate with us so that we can supply the Services properly.
- will provide in a timely manner all information, content, approvals, access credentials, materials, and instructions reasonably required by us to perform the Services.
- will, if required, give us access to your premises and ensure they are properly prepared.
- will obtain any licenses and permission needed for us to supply the Services before we start.
- will review our work and provide feedback and approval in a timely manner.
- will stick to the payment schedule set out in this Agreement.
- will use reasonable security precautions in connection with your use of the Services.
- will comply with laws applicable to your use of the Services and this Agreement.
- will co-operate with our reasonable investigation of Service outages and any suspected breach of this Agreement and any disputes.
- will keep your account information up to date at <https://www.bloobo.co.uk/user>.
- will promptly pay any undisputed portions of fees due if there is a dispute with respect to any portion of an invoice and provide written details specifying the basis of any dispute.
- will back up your data, including any website data, regularly for your own protection.
- will keep all our documents and property safe whilst they are at your premises.
- will not assign, transfer, charge, subcontract or otherwise deal in any manner with any of your rights or obligations under this Agreement without our prior written consent.
- will use the Services only in a manner consistent with the Acceptable Use Policy.

6.2. You acknowledge that delays in providing information, content, approvals, access credentials, materials, and instructions reasonably required, may result in delays to the timetable and we shall not be liable for any resulting delay or failure to meet any timeline. Where we are required to wait or pause work due to your delay, we may charge for additional time incurred and/or re-scheduling costs.

6.3. We shall be entitled to rely on the accuracy and completeness of the Customer Materials and information provided by you. We shall not be liable for any loss, delay or defect arising from inaccurate, incomplete or misleading information supplied by you.

7. OUR RESPONSIBILITIES

7.1. We agree that we:

- have the experience and ability to do everything we've agreed with you.

- will carry out all work in a professional and timely manner, in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.
- will, during the design phase, share a development site with you and maintain regular contact.
- will endeavour to meet every deadline that's set.
- will maintain confidentiality of everything you give us.
- will provide the Services in a good and professional manner and in accordance with this Agreement.
- will make reasonable efforts to ensure the security of the Services and any data stored on our systems is maintained.
- will provide the Services in accordance with applicable English law.
- will work with you to promptly resolve any disputes.

8. CHANGE CONTROL

- 8.1. We understand that requirements may evolve during the course of a project. The Fees set out in the Proposal / Quotation are based on the scope of work and the estimated time required to deliver the agreed Services and Deliverables.
- 8.2. If you request changes to the agreed scope, functionality or Deliverables, we will provide a separate estimate outlining any additional Fees and revised timelines. No additional work will be undertaken without your approval in accordance with the Change Control procedure.
- 8.3. If you choose to discontinue or materially alter the agreed direction of the project, you shall remain liable for all Fees incurred up to the date of such change or discontinuation.
- 8.4. Either party may request a change to the Services or Deliverables ("Change Request").
- 8.5. You acknowledge that any Change Request may affect Fees, timelines, third-party costs, resources, technical design, or agreed Deliverables.
- 8.6. Upon receipt of a Change Request, we shall within a reasonable time provide you with a written change proposal setting out (as applicable):
 - the impact on the scope of Services and/or Deliverables;
 - any revised timetable or milestone dates;
 - any increase or decrease in Fees;
 - any additional third-party costs; and
 - any additional assumptions or dependencies.
- 8.7. We shall not be obliged to implement any Change Request unless and until you confirm its approval in writing (including by email).
- 8.8. Unless expressly agreed otherwise in writing, all Change Requests shall be charged at our then-current day rates or hourly rates.

- 8.9. Once you instruct us to commence work on a Change Request (including verbally or by commencing collaboration), you shall be deemed to have accepted the change proposal and the Fees and timelines shall be adjusted accordingly.
- 8.10. No act, omission, discussion, collaboration or provision of services shall constitute acceptance of additional scope unless confirmed in writing in accordance with this clause.

9. ACCEPTANCE OF DELIVERABLES

- 9.1. Where we provide Deliverables (including but not limited to websites, software, portals, designs or other work products), you shall review each Deliverable promptly upon receipt.
- 9.2. Unless otherwise agreed in writing, you shall notify us in writing of either;
 - acceptance of the Deliverable; or
 - any material non-conformity with the agreed specification, within **five (5) Business Days** of delivery (“Review Period”).
- 9.3. If you do not notify us of any material non-conformity within the Review Period, the Deliverable shall be deemed accepted.
- 9.4. Where you notify us of a material non-conformity within the Review Period, we shall use reasonable endeavours to remedy the material non-conformity within a reasonable time, after which the Deliverable shall be resubmitted for acceptance in accordance with this clause.
- 9.5. You shall not unreasonably withhold or delay acceptance. Minor defects which do not materially affect use of the Deliverable shall not prevent acceptance.
- 9.6. Acceptance of a Deliverable shall not prejudice any rights you may have in respect of ongoing support, maintenance or warranty obligations expressly stated in this Agreement.
- 9.7. Without prejudice to any deemed acceptance provision, you shall be deemed to have accepted a Deliverable where you:
 - (a) approve Go Live;
 - (b) deploy or publish the Deliverable;
 - (c) make the Deliverable available to end users; or
 - (d) use the Deliverable for business operations, other than solely for testing purposes.

10. CYBER SECURITY & SHARED RESPONSIBILITY

You acknowledge that cybersecurity is a shared responsibility and that no system can be guaranteed to be completely secure. We do not warrant that the Services will prevent all cyber incidents or unauthorised access, and you remain responsible for implementing appropriate security measures within your own systems.

11. USE OF THE SERVICES & ACCEPTABLE USE

- 11.1. You are solely responsible for the activity that occurs on or through your application. We will not be liable for your losses caused by any unauthorised use of your account, and you shall be solely liable for the losses due to such unauthorised use.

11.2. You agree to abide by the separate Terms of Use, Privacy Policy and Acceptable Use Policy maintained in the App stores for mobile applications.

Messaging

11.3. We may allow you to send messages through our Services to other Users or to third parties ("Messages"). We may send administrative messages to you and other Users.

11.4. You must not use the Services for the sending of spam, flames, mail bombs, or unsolicited e-mail messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates websites hosted by us.

11.5. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's e-mail address accessible to the public will not constitute a request or invitation to receive messages.

11.6. We may provide notifications, whether such notifications are required by law or are for other business purposes, to you via email notice, "push" notification on your mobile device, written or hard copy notice, or through posting of such notice on the Services, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in this Agreement. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

Content Development

11.7. All services we provide may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any English (or any other country) law is prohibited. This includes copyrighted material, material that is threatening or obscene, material that is "adult only" content, or material protected by trade secrets and other statute.

11.8. Adult material and pornography is prohibited on our servers. This includes sexual content, or direct links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited. We reserve the right to determine what violates this policy.

11.9. Where required, we'll create designs that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML, PHP, CSS and JavaScript.

Text Content

11.10. Unless agreed separately, we're not responsible for inputting text or images into your content management system or creating every page on your website.

Graphics and Photographs

11.11. You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest libraries.

HTML, CSS and JavaScript

11.12. We deliver web page types developed from HTML mark-up, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours.

Browser Testing

11.13. Browser testing means ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

11.14. We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome) and Mozilla Firefox. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed separately.

Mobile Browser Testing

11.15. Mobile browser testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using

11.16. We test our designs in iOS using Safari and Android using Google Chrome. We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately.

Search Engine Optimisation (SEO)

11.17. We cannot guarantee any improvement to a search engine ranking, nor can we promise to get a site higher up or to the 'top of Google', but we build every site in a way that is accessible to search engines in an effort to increase its chances.

11.18. We do not guarantee search rankings, traffic levels, keyword positions, or commercial outcomes resulting from SEO activities.

12. SHARING YOUR CONTENT

Any content a User submits, posts, displays, or otherwise makes available on the Service, including all Intellectual Property Rights therein, is referred to as "User Content".

You permit us to use your company and/or trade name and logo on our website and other promotional materials.

We reserve the right, but are not obligated, to reject and/or remove any User Content that we believe, in our sole discretion, violates these provisions. We take no responsibility and assume no liability for any User Content that you or any other Users or third parties post or send over the Services. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that is sent, uploaded, downloaded, streamed, posted, transmitted, displayed, or otherwise made available or accessed through the Services, is solely your responsibility, and you agree that we are only acting as a passive conduit for your online distribution and publication of User Content. We are not responsible for any public display or misuse of User Content.

13. OUR CONTENT

Except for User Content, the Service, and all Intellectual Property Rights including therein and related thereto, are our exclusive property ("Exclusive Content"). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license to the Exclusive Content, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Exclusive Content, including without limitation any materials or content accessible on the Services. Our name and other graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks, trademarks or trade dress protected by the law of England and Wales and/or other countries or jurisdictions. Our trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion. Use of the Exclusive Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

14. SOFTWARE

You may not copy any software we provide for your use, unless expressly permitted by this Agreement or use such software after the expiration or termination of this Agreement. You may not remove, modify or obscure any copyright, trade mark, or other proprietary rights notices that appear on any software we provide for your use. Unless permitted by the terms of an open source software licence, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to us.

15. DOMAINS

Before a domain expires you will be reminded to renew your domain by e-mail to the address within your billing account. On the date a domain expires it will be taken offline and you will have thirty (30) days to contact us to renew the domain name at our regular renewal rates.

After thirty (30) days have passed from the expiry date, the domain will enter what's called a "redemption period" and to renew the domain at this stage will cost £200.00+VAT - this is a cost charged by the registry and passed on to you by us, this is in addition to our standard domain renewal charge. After another thirty (30) to ninety (90) days from expiry have passed, the domain is released to the public so anyone can re-register your domain, and you will lose it.

16. BACKUPS & DATA RECOVERY

You are responsible for maintaining appropriate backups of your systems, data and Customer Materials.

Where we provide hosting as part of the Services, we may (but are not obliged to) operate server backups in accordance with our standard procedures. You acknowledge that backups are intended for disaster recovery purposes only and may not cover all data or all time periods.

We do not guarantee that any data can be restored or recovered.

Any request for restoration or recovery assistance shall be treated as a chargeable support service unless otherwise agreed in writing.

You acknowledge that we are not a dedicated backup provider and shall not be liable for any loss of data except to the extent caused by our wilful misconduct.

Unless otherwise agreed in writing, we may permanently delete any Customer data remaining on our systems ninety (90) days after termination of the Agreement.

17. GO LIVE & DEPLOYMENT

Unless otherwise agreed in writing, we shall deploy the Deliverables to the hosting environment specified in the Proposal / Quotation.

Where you request deployment to an environment managed by you or a third-party, we shall not be responsible for any issues caused by that environment.

Following Go Live, any changes, amendments or fixes outside the agreed specification shall be treated as a Change Request and chargeable in accordance with this Agreement.

18. ABUSE

Any attempt to harm our systems, reputation, employees or customers may result in immediate termination without refund. In addition, we reserve all legal rights and remedies.

19. PRIVACY

You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your Personal Data collected, used, transferred to and processed in England. We cannot guarantee that unauthorised third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

20. THIRD PARTY LINKS, SITES & SERVICES

The Services may contain links to other websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

You understand that this Agreement and our Privacy Policy do not apply to your use of such sites. We encourage you to be aware of when you leave the Services, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

21. RECOMMENDATIONS

We may from time to time recommend third-party software or other products and services for your consideration. We make no representation or warranty whatsoever regarding such products and services.

Your use of any products and services not provided by us is governed by the terms of your agreement with the provider of those products and services and is at your sole risk. We're not responsible in any way for the third-party product's performance, features nor failures.

22. FEES & PAYMENTS

Pricing and Charges

22.1. If we charge on a time-and-material basis:

- We will charge at our standard daily rates for an eight-hour day (these are set out in our proposal or quotation);
- We can charge you 10% of our daily rate for any overtime that we work, calculated pro rata;

- 22.2. Whether we charge you on a fixed basis or on a time-and-material basis, we can also charge you for the cost of materials and for all other reasonable expenses that we incur to supply the Services (for example, travel, subsistence, accommodation and the cost of Services supplied by others).
- 22.3. All Fees and other charges payable under this Agreement are exclusive of VAT (or any equivalent sales tax), which shall be payable by you at the applicable rate, subject to receipt of a valid VAT invoice.

Payments

- 22.4. All accounts are set up on a prepay basis which means you pay in advance. Although we reserve the right to change prices of accounts or Services at any time, all pricing is guaranteed for the period of prepayment. This means that during the month you've paid for in advance, we won't change the price of that month.
- 22.5. We issue invoices electronically. Our payment terms are 28 days from the date of invoice by BACS or Direct Debit. All Proposals are quoted in Great British Pounds and payments will be made at the equivalent conversion rate at the date stated in the quote. You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice.
- 22.6. Where Services are provided on a recurring basis, invoices are issued in advance of the service period and are payable within 28 days of invoice unless otherwise stated in the Proposal / Quotation.
- 22.7. If you fail to pay on time, we may charge you interest at 8% per annum above the Bank of England base rate from time to time from the due date until payment, whether before or after any court judgment on the debt. The interest will be earned daily and you must pay it all with the overdue amount.
- 22.8. You shall not withhold any payment due to us as a set-off or credit or counterclaim unless the law allows it. However, we may set off any amount you owe us against any amount we owe you.

Refunds

- 22.9. All Fees are non-refundable except as expressly stated in this Agreement.

23. TERMINATION, SUSPENSION & RENEWAL

Termination

- 23.1. You may terminate this Agreement if we:
- fail to provide the Services as agreed; or
 - fail to meet any obligation stated in this Agreement and don't remedy that failure within thirty (30) Business Days of your written notice describing the failure.
- 23.2. We may terminate this Agreement if we:
- discover that information you provided in relation to the Services is inaccurate or incomplete,
 - your payment of any invoiced amount is overdue and you don't pay the overdue amount within five (5) Business Days of our written notice; or
 - you fail to meet any obligation stated in this Agreement and don't remedy that failure within thirty (30) Business Days of our written notice describing the failure.

- 23.3. Either of us may terminate this Agreement with immediate effect on written notice if one party reasonably suspects that the other party:
- is unable to pay its debts,
 - enters into compulsory or voluntary liquidation,
 - compounds with or contravenes a meeting of its creditors,
 - has a receiver or manager or an administrator appointed; or
 - ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts.
- 23.4. All sums become immediately due upon insolvency.
- 23.5. Upon termination of your account, your right to use the Services will end. All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
- 23.6. You may not terminate this Agreement for convenience during the Minimum Term.
- 23.7. If you purport to terminate this Agreement during the Minimum Term other than pursuant to an express termination right, then:
- You shall immediately pay all outstanding invoices; and
 - You shall pay an early termination charge equal to the total Fees that would have been payable for the remainder of the Minimum Term (less any costs demonstrably saved by us as a result of the early termination). You shall also pay any committed third-party costs entered into on your behalf which cannot reasonably be cancelled.
- 23.8. The parties acknowledge that the Fees have been priced on the basis of the Minimum Term commitment and that early termination will cause us loss. The early termination charge represents a genuine pre-estimate of loss and is reasonable in the circumstances. The parties agree that this clause is commercially justified and does not constitute a penalty. Where we are able to mitigate our losses by saving costs directly attributable to the cancelled Services, such saved costs shall be deducted from the early termination charge.

Suspension

- 23.9. We may suspend Services without liability if:
- we reasonably suspect that you are using the Services in breach of this Agreement,
 - there is a security breach or attack on our systems or your account,
 - we are required to do so by law; or
 - suspension is reasonably necessary to protect our systems, infrastructure, or customers.
- 23.10. If any undisputed invoice remains unpaid for seven (7) days after the due date, we may (without prejudice to any other rights or remedies) suspend access to the Services and/or suspend work until payment is received in full.
- 23.11. We shall use reasonable endeavours to provide you with not less than two (2) Business Days' written notice before suspension, unless a shorter notice period is necessary to protect our systems or customers from significant commercial, legal or security risk.
- 23.12. We shall not be liable for any loss, damage, costs or expenses suffered by you as a result of suspension under this clause.

23.13. Where Services are suspended, we may charge a reasonable reactivation fee and/or charge for additional time required to recommence work due to the suspension.

23.14. Suspension may include disabling hosting, restricting administrative access, revoking credentials, taking systems offline, or suspending work in progress where reasonably necessary to protect our position.

Renewal

23.15. All Services will automatically renew using your payment information stored on your account on the due date, unless you have provided written notice of cancellation in accordance with this Agreement. If a Service has been renewed and no cancellation has been received, no refund is due for any Services paid. All invoices must be paid on or before the due date. We will attempt to automatically collect payment using the stored payment method on the due date. If payment is declined, our billing system will continue to attempt to take payment until you submit a cancellation request. We reserve the right to suspend all services once they become overdue.

23.16. Following expiry of the Minimum Term, we may review and adjust Fees on not less than thirty (30) days' written notice.

24. INTELLECTUAL PROPERTY

24.1. Intellectual Property Rights has the meaning given in the Definitions section.

24.2. You warrant that you own (or have the necessary licences and permissions to use) all Intellectual Property Rights in the Customer Materials.

24.3. You grant us a non-exclusive, royalty-free licence for the Term to use the Customer Materials solely to the extent necessary to provide the Services and deliver the Deliverables.

24.4. Each of us shall retain ownership of all Intellectual Property Rights in any materials, software, tools, methods, documentation, templates, frameworks, libraries, know-how and processes created or owned by that party prior to the Signing Date or developed independently of this Agreement ("Background IP").

24.5. Nothing in this Agreement transfers ownership of our Background IP to you.

24.6. Subject to payment of all Fees due, we grant you a non-exclusive, non-transferable, royalty-free licence to use our Background IP incorporated into the Deliverables solely to the extent necessary for you to use the Deliverables for your internal business purposes. In addition, subject to payment in full of all Fees due, we assign to you all Intellectual Property Rights in the Deliverables created specifically for you under this Agreement, excluding our Background IP and any Third-Party Materials.

24.7. You acknowledge that the Deliverables may include or rely on third-party materials, platforms, software, libraries, plug-ins, APIs, hosting services or open-source components ("Third Party Materials").

24.8. You agree to comply with all applicable third-party terms and licence conditions relating to Third Party Materials and shall maintain any required third-party subscriptions or accounts.

24.9. We shall not be liable for any interruption, unavailability or change in functionality caused by Third Party Materials, including any changes or withdrawal of support by the relevant third-party provider.

24.10. Where you request that we use specific Third-Party Materials, you accept the risks associated with such materials, including licensing terms, service availability, and compatibility.

- 24.11. You warrant that you own (or have all necessary rights, licences, consents and permissions to use) the Customer Materials and that use of the Customer Materials by us to provide the Services will not infringe any third-party rights. You shall indemnify us against all losses, damages, costs and expenses (including reasonable legal fees) arising from any claim that the Customer Materials infringe the Intellectual Property Rights of any third-party. We warrant that, to the best of our knowledge, the Deliverables created by us specifically for you do not knowingly infringe the Intellectual Property Rights of any third-party.
- 24.12. Upon your written request and subject to payment in full of all Fees due, we shall provide you with a reasonable handover package relating to the Deliverables, which may include (where applicable):
- (a) website files or source code files;
 - (b) database export (where technically possible and lawful);
 - (c) configuration files reasonably necessary to deploy the Deliverables; and
 - (d) administrative credentials created by us for you (excluding any credentials relating to our systems).
- 24.13. You acknowledge that we shall have no obligation to provide source code, admin credentials, database exports or any other handover materials until all Fees due under this Agreement have been paid in full. We shall not be obliged to provide any handover item where doing so would breach a third-party licence, platform restriction, or our security policies.
- 24.14. No Intellectual Property Rights shall transfer to you except as expressly stated in this Agreement. All rights not expressly granted are reserved.
- 24.15. We shall have no obligation to provide:
- (a) our Background IP;
 - (b) internal tools, templates, working files, drafts, design iterations, or development notes;
 - (c) paid third-party software or licences not owned by you; or
 - (d) any material which we are not permitted to transfer under third-party licence terms.
- 24.16. Any additional support requested by you for migration, deployment, knowledge transfer, training or handover beyond what is included in the Services shall be chargeable at our then-current rates.

25. CONFIDENTIALITY

Each of us agrees not to use the other's Confidential Information except to provide the Services, to exercise our respective legal rights under this Agreement, as may be required by law, or as set forth below.

Each of us agrees not to disclose the other's Confidential Information to any third person except to each of our respective service providers, employees, suppliers, agents and representatives, provided that such service providers, employees, suppliers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this Agreement.

26. DATA PROTECTION

Each of us shall comply with all applicable requirements of the Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Laws.

For the purposes of this Agreement, Data Protection Laws means all applicable laws relating to the processing of Personal Data, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) ("PECR"), in each case as amended or replaced from time to time.

Each of us acknowledges that for the purposes of Data Protection Laws:

- You may act as a Controller in respect of Personal Data processed in connection with the Services; and
- We may act as a Processor on behalf of you (where applicable).

Where We process Personal Data on behalf of You as a Processor, the provisions set out in Schedule 1 (Data Processing Agreement) shall apply and form part of this Agreement.

We shall not be responsible for compliance with Data Protection Laws in respect of any Personal Data contained in the Customer Materials, except to the extent it is acting as a Processor and is required to comply.

Each of us shall ensure that we have in place appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

27. WARRANTIES & DISCLAIMERS

Except as expressly set out in this Agreement, the Services are provided “as is” and “as available” and we give no warranties, representations or guarantees, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not warrant that the content on the Services is accurate, reliable or correct; that the Services will meet your requirements; that the Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Services are free of viruses or other harmful components.

Use of the Services, any information we provide, and content downloaded is at your own risk, and we specifically deny any responsibility for the accuracy or quality of information obtained through the Services. We do not represent guarantees of speed or availability of end-to-end connections. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through our Services or any hyperlinked website or service, or featured in any banner or other advertising, and we will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Unless expressly stated in the Proposal / Quotation, we do not warrant or guarantee any specific commercial results or outcomes from the Services, including (without limitation) rankings, revenue, enquiries, lead volume, conversion rates, engagement, or performance improvements.

Where AI tools are used in content generation, coding assistance or design assistance, we do not warrant that AI-generated outputs are free from error, bias, or third-party intellectual property infringement. Final review, approval and legal compliance remain your responsibility.

28. LIMITATION OF LIABILITY

28.1. Nothing in this Agreement shall limit or exclude either party's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot be limited or excluded by applicable law.

28.2. Subject to the previous clause, neither party shall be liable to the other for any:

- loss of profits;

- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of or damage to goodwill or reputation;
- loss of use or corruption of software, data or information;
- pure economic loss; or
- any indirect or consequential loss,

whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, and whether or not foreseeable.

28.3. Subject to this Limitation of Liability clause, our total aggregate liability to you arising out of or in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed an amount equal to the Fees paid and payable in the six (6) months immediately preceding the date on which the claim arose.

28.4. You acknowledge and agree that:

- We provide the Services in reliance upon your instructions, information and materials; and
- We shall not be liable for any failure or delay in the performance of our obligations caused by:
 - (i) any act or omission of you or Users;
 - (ii) third-party services, hosting providers, platforms, networks or software;
 - (iii) Customer Materials or Customer-provided content; or
 - (iv) Force Majeure Events.

28.5. Except as expressly stated in this Agreement, we give no representation, warranty or undertaking that the Services or Deliverables will be uninterrupted, error-free, completely secure, or free from bugs.

28.6. Each party shall take all reasonable steps to mitigate any loss or damage suffered arising out of or in connection with this Agreement.

28.7. For the avoidance of doubt, nothing in this Agreement limits or excludes your obligation to pay Fees due and payable under this Agreement.

28.8. All indemnities provided under this Agreement shall be subject to the limitations and exclusions set out in this clause.

29. GENERAL LEGAL TERMS

We will supply the Services to you that are set out in the proposal or quotation and do what we reasonably can to manage and complete the project according to the project plan. However, any performance dates are estimates, and time is not of the essence.

We can change the Services if necessary to comply with any regulations, or if our changes don't affect the nature and quality of the Services. If we decide to make a change, we will notify you.

If we can't supply the Services because you have prevented us (for example by causing delay, or by not doing something you were supposed to do), we can stop supplying the Services until you have put the matter right (at your own cost). In this case, you will also pay us for any costs or losses you have caused us, and we will not be responsible for any costs or losses suffered by you.

Subject to Limitation of Liability clause, we do not guarantee that the Services or Deliverables will be error-free, uninterrupted or available at all times, and we shall not be liable for any interruption, delay, failure in performance or loss arising from circumstances outside our reasonable control, including reliance on third-party services, platforms, software, hosting providers, telecommunications networks or the internet.

The Services are controlled from our facilities in England. We make no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with all applicable English law and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country subject to UK sanctions regulations and/or OFSI restrictions. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in England.

If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

You shall indemnify us against any losses, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any third-party claim relating to:

- (a) your breach of this Agreement;
- (b) your breach of applicable law; or
- (c) any claim arising from the Customer Materials.

This Agreement is a legal document and is governed by the laws of England and Wales and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales.

This Agreement is drafted in English and the English language version shall prevail over any translation.

This Agreement may be executed electronically and in counterparts, each of which shall constitute an original.

Each of us agrees that it will not bring a claim under this Agreement more than two (2) years after the event giving rise to the claim occurred.

Each of us shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Neither party shall engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010.

We shall maintain appropriate professional indemnity and public liability insurance at commercially reasonable levels during the Term.

This Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding, communication or agreement, written or oral. Each party acknowledges that it has not relied on any statement, representation, assurance or warranty other than those expressly set out in this Agreement.

Nothing in this Agreement grants you exclusivity in relation to the Services. We may provide similar services to other clients, including competitors, provided that we do not breach our confidentiality obligations under this Agreement.

You agree not to, without our prior written consent, directly or indirectly solicit, entice away or employ (or engage as a contractor) any employee, consultant or contractor of ours who has been materially involved in providing the Services during the period of twelve (12) months ending on the date of termination or expiry of this Agreement. This shall apply for a period of **twelve (12) months** after termination or expiry of this Agreement. If this clause is breached, you shall pay liquidated damages equal to six (6) months' gross salary of the relevant employee as a genuine pre-estimate of loss. This clause shall not prevent you from employing any person who responds to a general recruitment advertisement not specifically targeted at such person.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

We may at any time assign, transfer, charge, subcontract or otherwise deal in any manner with any or all of its rights and obligations under this Agreement, provided that we remain responsible for the acts and omissions of any subcontractors as if they were our own.

We may assign this Agreement without your consent as part of any merger, acquisition, corporate reorganisation or sale of all or substantially all of our assets.

Nothing in this Agreement creates any fiduciary duty or advisory obligation beyond the Services expressly described.

Neither of us will be in breach of this Agreement if the failure to perform the obligation is due to an event beyond our control including significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot or insurrection, epidemic, strikes or other organised labour action, terrorism or other events of a magnitude or type for which precautions are not generally taken within the industry. Force Majeure shall not relieve you of your obligation to pay Fees properly due under this Agreement.

We may amend this Agreement from time to time. Where an amendment is required in order to comply with applicable law, regulation, court order, or guidance from a competent regulatory authority, we may make such amendment with immediate effect by publishing the updated version of this Agreement (or the relevant policy) on our website (<https://bloobo.co.uk>). For all other amendments, we will publish the updated version of this Agreement on our website and we will give you not less than thirty (30) days' written notice before the amendment takes effect. If you do not agree to an amendment, you must notify us in writing within the 30 day notice period. If you do not notify us within that period, you will be deemed to have accepted the amendment and it will take effect at the end of the notice period. No amendment shall materially reduce the Services or increase the Fees during the Minimum Term without your express written agreement.

No variation of this Agreement shall be effective unless in writing and signed by authorised representatives of both parties.

30. NOTICES

30.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by:

- email; or
- pre-paid first-class post or other next working day delivery service, to the address (including email address) specified in the Proposal / Quotation or such other address as notified in writing from time to time.

30.2. A notice shall be deemed to have been received:

- if sent by email, at the time of transmission, provided that no delivery failure notification is received by the sender;
- if sent by pre-paid first-class post or next working day delivery service, at 9.00am on the second Business Day after posting.

30.3. This clause does not apply to the service of any proceedings or other documents in any legal action.

31. DISPUTE RESOLUTION & ESCALATION

We aim to give outstanding service and value for money, however we recognise that from time to time issues can arise that need to be escalated. We're committed to resolving any such issues as quickly and efficiently as possible. If you are unhappy with any of our services, or you feel that you have not received a satisfactory response from our support team, you may send your complaint in writing to support@bloobo.co.uk and include your original Ticket ID.

You should expect to receive a response to your query within fourteen (14) days of us receiving your correspondence. On receipt of your complaint, we'll thoroughly investigate any issues raised and propose a course of action for resolution.

If a dispute arises out of or in connection with this Agreement, the parties shall first attempt in good faith to resolve the dispute through discussions between senior representatives of each party.

If the dispute is not resolved within fourteen (14) days of written notice of the dispute being given by one party to the other, either party may propose that the dispute is referred to mediation.

Nothing in this clause shall prevent either party from seeking urgent injunctive relief from the courts.

32. PUBLICITY

We reserve the right to display and reference the Deliverables in our portfolio and marketing material. We'll not use your name or logo in a manner that suggests an endorsement or affiliation.

This clause shall survive termination of the Agreement.

33. THE DOTTED LINE

.....
Signed by and on behalf of Bloobo (Trading name of NSB Services Ltd).

Name:
Date:

.....
Signed by and on behalf of

Name:
Date:

PART 2 – SERVICE SCHEDULES

Each Schedule forms part of this Agreement.

Schedule A – WEBSITE DEVELOPMENT SERVICES

This Schedule A forms part of the Agreement.

We shall design and develop the website in accordance with the specification set out in the Proposal / Quotation.

The scope of Website Development Services may include (where specified):

- discovery and planning;
- design concepts and revisions;
- front-end and back-end development;
- content management system configuration;
- integrations with third-party platforms;
- basic on-page SEO setup;
- testing prior to Go Live; and
- deployment to the agreed hosting environment.

Unless expressly included in the Proposal / Quotation, Website Development Services do not include ongoing maintenance, hosting, content updates, security monitoring, or performance optimisation after Go Live.

We shall not be responsible for delays caused by third-party integrations, APIs, hosting providers, payment processors, or platform providers.

You are responsible for preparing and maintaining appropriate end-user terms, privacy policies and other legal documentation governing your Users' use of the Deliverables.

Website Development SLAs

Priority	Description	Response Time	Target Resolution
P1 - Critical	Website unavailable	2 hours	4 hours
P2 - High	Major functionality issue	4 hours	8 hours
P3 - Medium	Minor feature issue	1 Business Day	Next Sprint
P4 - Low	Minor service disruption / request	2 Business Days	Agreed separately

*Excludes third-party outages, client infrastructure issues, force majeure events, customer code changes, internet service provider issues, internet backbone issues and scheduled maintenance.

In the event of a P1 incident, we shall use commercially reasonable endeavours to provide periodic status updates until resolution.

SLA response and resolution targets are service targets only and do not constitute guarantees. Failure to meet a target shall not give rise to any service credits, compensation or right of termination unless expressly agreed in writing.

Schedule B – WEB APP DEVELOPMENT SERVICES

This Schedule B forms part of the Agreement.

We shall design and develop bespoke web-based applications, portals or SaaS systems as specified in the Proposal / Quotation.

Web App Development Services may include (where agreed):

- system architecture design;
- database design and configuration;
- user authentication and role management;
- API integrations;
- third-party integrations;
- payment gateway integration (where applicable);
- testing and staging environments;
- deployment and initial configuration.

You acknowledge that complex software projects may require iterative development and that functionality not expressly set out in the Proposal / Quotation shall be treated as a Change Request.

We shall not be responsible for delays caused by third-party integrations, APIs, hosting providers, payment processors, or platform providers.

You are responsible for preparing and maintaining appropriate end-user terms, privacy policies and other legal documentation governing your Users' use of the Deliverables.

Web App SLAs

Priority	Description	Response Time	Target Resolution
P1 - Critical	App unavailable	2 hours	4 hours
P2 - High	Major functionality issue	4 hours	8 hours
P3 - Medium	Minor feature issue	1 Business Day	Next Sprint
P4 - Low	Minor service disruption / request	2 Business Days	Agreed separately

*Excludes third-party outages, client infrastructure issues, force majeure events, customer code changes, internet service provider issues, internet backbone issues and scheduled maintenance.

In the event of a P1 incident, we shall use commercially reasonable endeavours to provide periodic status updates until resolution.

SLA response and resolution targets are service targets only and do not constitute guarantees. Failure to meet a target shall not give rise to any service credits, compensation or right of termination unless expressly agreed in writing.

Schedule C - MOBILE APP DEVELOPMENT SERVICES

This Schedule C forms part of the Agreement.

We shall design and develop mobile applications for iOS and/or Android platforms as specified in the Proposal / Quotation.

Mobile App Development Services may include:

- UI/UX design;
- front-end development;
- backend integration;
- API integration;
- app store submission support;
- testing on supported devices;
- deployment assistance.

You acknowledge that approval, review and acceptance of mobile applications by Apple App Store or Google Play Store are subject to those platforms' policies and review processes. We do not guarantee acceptance or approval by any app store provider.

We shall not be responsible for delays caused by third-party integrations, APIs, hosting providers, payment processors, or platform providers.

Mobile App SLAs

Priority	Description	Response Time	Target Resolution
P1 - Critical	App unavailable	2 hours	4 hours
P2 - High	Major functionality issue	4 hours	8 hours
P3 - Medium	Minor feature issue	1 Business Day	Next Sprint
P4 - Low	Minor service disruption / request	2 Business Days	Agreed separately

*Excludes third-party outages, client infrastructure issues, force majeure events, customer code changes, internet service provider issues, internet backbone issues and scheduled maintenance.

In the event of a P1 incident, we shall use commercially reasonable endeavours to provide periodic status updates until resolution.

SLA response and resolution targets are service targets only and do not constitute guarantees. Failure to meet a target shall not give rise to any service credits, compensation or right of termination unless expressly agreed in writing.

Schedule D - HOSTING SERVICES

This Schedule D forms part of the Agreement.

Hosting Services provided by us may be used for lawful purposes only and any content stored using the Services must comply with the terms of this Agreement.

Our Web Hosting accounts are intended for a single website per service. You are not permitted to host multiple websites on one service, including pointing domains to folders or sub-domains.

We don't allow the use of background-running programs, including IRC bots, eggdrop, BitchX, XiRCON, warez sites and any other program that interferes with normal server operation. We reserve the right to determine what violates this policy.

You are free to use any scripts you wish, provided they don't affect the normal operations of the server and are not any of the following:

- Proxy Scripts,
- IRC Scripts,
- Anonymizer,
- Torrent Trackers,
- Hypermail,
- HiveMail and similar e-mail provisioning scripts,
- phpShell and similar command execution scripts,
- Virus or any other hostile code,
- Webcams,
- Chat Room Scripts; or
- Scripts that are commonly known for causing server disruption include large cgi-based message forums, auctions, banner exchanges and chat rooms.

In the event that a script affects server performance, we reserve the right to disable the offending script or account prior to notifying you.

You are responsible for ensuring that all scripts used within your account are secure and kept up to date, you agree to update/patch the software when the developers release new versions with security fixes to maintain the integrity of your web space.

If a website is found to be using excessive system resources resulting in degrading the service of other users, we reserve the right to disable the offending script or disable the account if required.

Cron jobs must not be set to run any more frequent than every fifteen minutes, Customers found to be running crons more frequently will have their cron frequency edited and repeat offenders risk having their account suspended.

We will exercise no control whatsoever over the content of the information passing through the network, e-mail or website.

You may not use the Services with an attempt to circumvent user authentication or security of any host, network, or account. This includes accessing data not intended for you, logging into a server or account you are not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy.

You may not attempt to interfere or deny service to any user, host, or network. This includes flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. We'll co-operate fully with investigations of violations of systems or network security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

We reserve the right at our sole discretion to refuse or cancel service. Violation of any term or condition under the Agreement could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded. Domains terminated due to policy violations will not be released to the customer.

If you currently have in place e-mail forwarding or your default address from our mailserver to third-party e-mail addresses such as Hotmail, AOL, BT, yahoo, we reserve the right to enable our spam services on your account without prior notice.

If you go over your bandwidth allowance, you will have the option of either upgrading to an account with more data-transfer or be billed an overage charge of £2.00 per GB. If you choose to pay the overage, data-transfer overage invoices are generated monthly.

Hosting environments and data centre locations may change from time to time, provided that such changes comply with applicable Data Protection Laws.

Schedule E - IT SERVICES

This Schedule E forms part of the Agreement.

1. Microsoft 365 Services

1.1. "Microsoft 365 Services" means:

- Tenant setup and configuration
- Email migration
- Exchange Online configuration
- SharePoint and OneDrive configuration
- Microsoft Teams configuration
- Security configuration and hardening
- Conditional access and MFA setup
- Ongoing licence management
- User administration
- Backup configuration (if applicable)
- Microsoft 365 security and compliance configuration

1.2. We act as a reseller or administrator only. Microsoft remains responsible for the availability and performance of Microsoft 365 services. We do not guarantee continuity of Microsoft product features, pricing, or service levels. You are responsible for maintaining appropriate licences and complying with Microsoft terms.

2. Hardware & Equipment

2.1. We are allowed to change any of our specifications, or any specification that you have supplied, if this is necessary to comply with any regulations.

2.2. Any delivery dates we provide are approximate, and we do not guarantee these timings.

2.3. Any risk or damage or loss in relation to hardware or equipment passes to you on delivery. The off-loading of the hardware or equipment is at your risk, so you should make sure you insure the hardware or equipment to cover this.

2.4. Title in the hardware or equipment (which means full ownership of it) passes to you when you have paid us for it in full. Until the title passes, we will still own it. You will be holding it for us, and you must treat it as follows:

- store it separately from other equipment so that it can be clearly identified as our property,
- keep it in good condition and insure it against all risks at its full price from the delivery date.
- do not remove or obscure any identifying mark or packaging; and
- give us any information about the hardware or equipment that we ask for.

3. IT Support

- 3.1. We reserve the right to make a fault analysis and handling charge for the resolution of incidents not caused by systems or services we provide.
- 3.2. IT Services shall be carried out with reasonable care and skill and so far as reasonably and economically possible in such a manner as to comply with the manufacturer's technical specification where such information is available.
- 3.3. We reserve the right not to effect repairs upon hardware or equipment which in our view has been improperly used.
- 3.4. We reserve the right to replace the whole or any parts or accessories of the hardware or equipment and to use second user or reconditioned parts. Where the equipment cannot be repaired or is beyond economic repair, we may offer alternative equipment subject to your agreement.
- 3.5. We hereby undertake to repair and where agreed redeliver to you, any item returned under this Agreement. Rectification of design faults is not covered by this Agreement. Furthermore, any Item repaired under this Agreement shall be returned to you at the same modification level as submitted to us by you, unless otherwise agreed between the parties and subject to prices negotiated within this Agreement or where a modification is required to rectify the reported fault.
- 3.6. We do not undertake to erase any data from any hard drive of an item being repaired as part of the repair service.

4. IT Support SLAs

Priority	Description	Response Time	Target Resolution
P1 - Critical	All IT services down for all users	2 hours	4 hours
P2 - High	Major service degradation	4 hours	8 hours
P3 - Medium	Partial service issue	1 Business Day	1 Business Day
P4 - Low	Minor service disruption / request	2 Business Days	2 Business Days
SR1	User Creation, Licence Changes	4 hours	1 Business Day
SR2	Other Changes	4 hours	2 Business Days

*Excludes third-party outages, client infrastructure issues, force majeure events, customer code changes, internet service provider issues, internet backbone issues and scheduled maintenance.

In the event of a P1 incident, we shall use commercially reasonable endeavours to provide periodic status updates until resolution.

SLA response and resolution targets are service targets only and do not constitute guarantees. Failure to meet a target shall not give rise to any service credits, compensation or right of termination unless expressly agreed in writing.

Schedule F – MARKETING & DIGITAL SERVICES

This Schedule F forms part of the Agreement.

1. Scope of Services

1.1. We shall provide marketing and digital marketing services as specified in the Proposal / Quotation.

1.2. Marketing & Digital Services may include (where agreed):

- brand strategy and positioning;
- logo design and brand identity development;
- print design and artwork preparation;
- video design, editing and preparation;
- social media management;
- content planning and scheduling;
- paid advertising campaign setup and management;
- basic search engine optimisation (SEO);
- email marketing campaign setup;
- analytics configuration and reporting; and
- general digital marketing consultancy.

1.3. The precise scope of Services, Deliverables and Fees shall be as set out in the applicable Proposal / Quotation.

2. Service Limitations

2.1. Unless expressly included in the Proposal / Quotation, Marketing & Digital Services do not include:

- paid advertising budgets;
- advanced SEO strategy or technical SEO audits;
- legal review of advertising materials;
- regulatory compliance review;
- accessibility compliance audits;
- ongoing website development or design updates;

- public relations services; or
- crisis management services.

2.2. Any item not expressly included shall be treated as a Change Request.

3. No Guarantee of Results

3.1. You acknowledge that marketing outcomes are influenced by numerous external factors outside our control, including market conditions, competition, platform algorithms, audience behaviour and economic conditions.

3.2. We do not guarantee:

- search engine rankings;
- advertising performance metrics;
- engagement rates;
- lead volume;
- conversion rates;
- revenue; or
- return on investment.

3.3. All marketing performance targets are service targets only and not guarantees unless expressly agreed in writing.

4. Third-Party Platforms

4.1. Marketing & Digital Services may involve the use of third-party platforms including (without limitation) Google, Meta (Facebook/Instagram), LinkedIn, TikTok, X (Twitter), email marketing platforms, analytics providers or advertising networks ("Marketing Platforms").

4.2. You acknowledge that:

- we do not control the operation, availability, pricing, policies or algorithms of Marketing Platforms;
- platform suspensions, account restrictions or policy changes are outside our control; and
- you remain responsible for compliance with the terms and policies of such Marketing Platforms.

4.3. We shall not be liable for any interruption, suspension, account ban, reduction in reach, change in algorithm, or other change imposed by a Marketing Platform.

5. Content Approval

5.1. You are responsible for reviewing and approving all campaign content, advertisements, creative assets and messaging prior to publication.

5.2. We shall not be liable for any loss arising from:

- inaccuracies in approved content;
- regulatory breaches relating to your products or services;
- claims made in marketing materials approved by you; or
- intellectual property infringement arising from Customer Materials.

5.3. Where content is published without your prior approval at your request, you accept full responsibility for that publication.

6. Compliance & Regulatory Responsibility

6.1. You remain solely responsible for ensuring that your products, services, claims, offers and marketing communications comply with all applicable laws, advertising standards, industry regulations and consumer protection requirements.

6.2. We do not provide legal advice unless expressly agreed in writing.

7. Reporting

7.1. Where reporting is included in the Proposal / Quotation, we shall provide reports at the frequency specified.

7.2. All analytics and performance data are subject to:

- platform reporting limitations;
- attribution modelling constraints; and
- data sampling or estimation by third-party platforms.

7.3. We do not warrant the accuracy of third-party platform data.

8. Suspension

8.1. We may suspend marketing campaigns where:

- invoices remain unpaid;
- a Marketing Platform account is suspended or restricted;
- we reasonably believe a campaign breaches applicable law or platform policy; or
- we are instructed to do so by a competent authority.

8.2. Suspension shall not relieve you of your obligation to pay Fees due.

9. SLAs

9.1. Unless expressly stated in the Proposal / Quotation, Marketing & Digital Services are not subject to uptime-based SLAs.

9.2. Where support is provided in relation to marketing services, response times shall be governed by Schedule G (Service Level Framework).

Schedule G – SERVICE LEVEL FRAMEWORK

This Schedule G forms part of the Agreement.

1. SUPPORT

You will make support calls by:

- calling us on +44(0)1332 527 538; or
- sending an e-mail to support@bloobo.co.uk.

We will return support calls or reply to support e-mails within 4 hours between 9am-5pm Monday to Friday (excluding Public and Bank Holidays in England and Wales).

When you contact our support team, a Ticket will be created, you will be provided with a Ticket ID and the Ticket will be assigned a priority. In this Agreement:

- Urgent means a major incident resulting in complete outage of the Services.
- High means a severe incident resulting in severely limited usability of the Services.
- Medium means a minor incident resulting in partial loss of features of the Services.
- Low means a minor incident that doesn't affect the usability of the Services or a non-urgent request.

We will assess and respond to Tickets according to the Ticket priority:

- Urgent – 4 hours
- High – 8 hours
- Medium – 1 Business Day
- Low – 2 Business Days

Response targets are not a guarantee of resolution time and do not apply where the issue arises from:

- (a) third-party services or platforms;
- (b) changes made by you or any third-party;
- (c) Customer hardware/software; or
- (d) Force Majeure Events.

Where out-of-hours support is requested by you and agreed by us, it shall be chargeable at our then-current rates unless expressly included in the Proposal / Quotation.

We'll use our discretion when choosing the method of correction for your reported incident but will do so with your co-operation.

If downtime or an interruption to the Services is required in order to fix the incident, we agree to co-operate with you about when this should happen in order to minimize disruption to the Services.

In the event of any inconsistency between this section and a service-specific SLA table, the SLA table shall prevail.

2. SERVICE UPTIME / AVAILABILITY

- 2.1. We shall use **commercially reasonable endeavours** to make the Services available to you.
- 2.2. You acknowledge that due to the nature of internet-based services, we do not warrant that the Services will be uninterrupted, error-free or available at all times.

2.3. We shall not be responsible for any failure or delay in availability caused by:

- internet outages or telecommunications failures;
- third-party hosting providers, data centres or networks;
- third-party software, APIs, plug-ins or integrations;
- Customer systems or Customer Materials;
- Force Majeure Events; or
- scheduled maintenance.

2.4. We may perform scheduled maintenance from time to time. Where reasonably practicable, we shall provide you with at least **48 hours' notice** of scheduled maintenance that is likely to affect availability.

Schedule H – DATA PROCESSING AGREEMENT

This Schedule H forms part of the Agreement.

1. Definitions

In this Schedule H, the terms **Controller**, **Processor**, **Personal Data**, **Personal Data Breach**, **processing** and **Supervisory Authority** shall have the meanings given in the UK GDPR.

2. Scope

This Schedule applies where we process Personal Data on behalf of you in the provision of the Services.

3. Processor obligations

3.1 We shall:

(a) process Personal Data only on the documented instructions of you (including with regard to transfers of Personal Data to a third country), unless required to do so by applicable 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, including (as appropriate) the measures referred to in Article 32 UK GDPR;

(d) not engage another Processor without prior written authorisation of you (general authorisation may be provided in the Agreement), and ensure that any Sub-Processor is subject to equivalent data protection obligations;

(e) taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as possible, for the fulfilment of your obligation to respond to requests for exercising the Data Subject's rights;

(f) assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 UK GDPR (security, breach notifications, DPIAs and prior consultation);

(g) at the choice of you, delete or return all Personal Data to you after the end of provision of Services relating to processing, and delete existing copies unless UK law requires storage;

(h) make available to you all information necessary to demonstrate compliance with this Schedule and allow for and contribute to audits (subject to reasonable notice and reasonable limits).

3.2 Any audit requested by you shall be conducted at your cost unless a material breach of this Schedule is identified.

4. Sub-processors

4.1 You provide general authorisation for us to use Sub-Processors for the performance of the Services, provided we:

(a) maintain a list of Sub-Processors (available upon request);

(b) remain fully liable for Sub-Processor acts/omissions; and

(c) ensure Sub-Processors provide sufficient guarantees to implement appropriate technical and organisational measures.

10. Security and breach notification

We shall notify you without undue delay after becoming aware of a Personal Data Breach affecting the Personal Data processed under this Agreement and shall provide information reasonably required by you to comply with your breach reporting obligations.

6. International transfers

6.1 We shall not transfer Personal Data outside the UK (or to a country not recognised as providing adequate protection) unless it has taken appropriate safeguards in accordance with Data Protection Laws, including (where applicable) the UK International Data Transfer Agreement (IDTA) or UK Addendum to EU SCCs.

7. Processing details

7.1 The processing details are set out below:

Subject matter: provision of Services under the Agreement

Duration: for the Term, plus any post-termination retention period

Nature and purpose: hosting / support / development / maintenance / marketing services (as applicable)

Types of Personal Data: names, emails, telephone numbers, IP addresses, customer account data, usage data, enquiry form data (as applicable)

Categories of Data Subjects: customer employees, customer clients/customers, website/app users

Special category data: none anticipated unless agreed in writing (recommended)