LANDINGPAGES LIMITED - TERMS AND CONDITIONS

LPL- means Landingpages Limited (Company Registration No. 17448290) means the customer named in the Customer Order Form.

Project / Review Your Order / One-Page landing Page Content - means the provision by LPL of the services set out in the Customer Order Form.

Build of One-Page Content Landing Page Design - means that the Stand-Alone webpage that exists independently for the Customer/ Business already owns the content, or which LPL will seek to acquire on behalf of the Customer as detailed in the Customer Order Form.

Total fee- This is the total cost for LPL to provide the services as detailed in the Project / Review Your Order / One-Page landing Page Content and as agreed upon between the parties.

1. SCOPE OF THE PROJECT / REVIEW OF YOUR ORDER / ONE-PAGE LANDING PAGE CONTENT

1.1 LPL shall design, develop, and deliver the Build of a One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business in accordance with the Project / Review Your Order / One-Page landing page content.

2. CUSTOMER RESPONSIBILITIES

2.1 The Customer/ Business acknowledges that LPL's ability to provide the agreed services and complete the project in accordance with the Project / Review Your Order / One-Page landing page content is dependent upon the full and timely cooperation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of any information and data the Customer provides to LPL. Accordingly, the Customer shall provide LPL with access to, and use of, all information, data and documentation reasonably required by LPL for the performance by LPL of its obligations under this agreement; and

2.2 The Customer shall be responsible for the accuracy and completeness of the content provided to LPL by the Customer from time to time for incorporation in the Build of a One-Page Content Landing Page. The Customer/ Business further acknowledges that once the Customer Order Form is signed, the work will be assigned and carried out with no time frame verbally or in writing provided.

2.3 If the Customer has agreed to provide any Pictures, Logos, or Content from their side to LPL, allowing LPL to complete the artwork production, then they must do so from the date of signing this agreement within 14 days. This can be done via email: hello@landingpagesltd.co.uk. If the client has not provided such information, LPL will attempt to contact them with the relevant information we

hold on the Customer Order Form. If such information is still not forthcoming from the Customer and they fail to co-operate, then LPL will produce and build of a One-Page Content Landing Page for the client as a stand-alone one-page web design and send it across to the client to approve.

3. DEVELOPMENT AND ACCEPTANCE OF THIS AGREEMENT

3.1 Once LPL has completed the build of the One-Page Content Landing Page for the client as a stand-alone one-page web design and development of the Project / Review Your Order / One-Page landing Page Content in accordance with the Customer Order Form, LPL shall notify the Customer in writing either via email, artwork approval form or WhatsApp.

3.2 If the Customer is not satisfied with the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, it must notify LPL within 7 days of receiving confirmation from LPL that the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, is complete. We, LPL, will then work alongside the customer/business to alter the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, so that both parties can then agree to an end approval. If the Company/ Customer does not notify LPL of any dissatisfaction within this timeframe, the Company/ Customer will be deemed to have accepted the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business as complete and to its approval, to which the payment terms as agreed on the Customer Order Form will be due.

3.3 If the Customer is not satisfied with the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business and notifies LPL of this within 7 days of receiving the work, we will work to change the design or content within a given time frame of 7 days the client is in agreeance with the design and approval. If at this point the client tries to cancel the Project / Review Your Order/ One-Page Landing page Content, this cannot be able to be done. The client can only cancel as stated in **Clause 11. Cancellation of this Agreement**. The client/company agrees to have read and understood the agreement at the time of signing the Customer Order Form, and it is further clearly stipulated just above where the client/ business signed under Point 2.

3.4 If any failure to complete the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business results from a defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-contractors or agents for whom LPL has no responsibility (**Non-Supplier Defect**), the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business shall be deemed to be complete once notification has been given by LPL in writing.

3.5 Notwithstanding clauses 3.1 and 3.2 above, Acceptance of the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business shall be deemed to have taken place upon the Customer using any part of the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business for any revenue-earning purposes or to provide any services to third parties.

3.6 With the Customer/Company requesting LPL to carry out the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business on their business's behalf, by placing an order with LPL we do not guarantee any form of call generation, clicks, walk in trade, business or revenue to this the Customer/ Company is fully aware of. This has further been read and understood by the Customer/ Business at the time of signing and is stipulated just above where the client signed, under Point 3.

4. PAYMENT

4.1 LPL will commence work on the Project / Review Your Order / One-Page landing page content in accordance with the Customer Order Form. If the customer provides a deposit, it will cover LPL's administration costs of any preliminary works and therefore is **non-refundable under any circumstances, even if the Company / Customer cancels within the cancellation period**.

4.2 LPL will require payment of any outstanding balance within 7 days of completion of the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business unless otherwise agreed in writing with LPL. **The Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, will run for 9 months from the date of initially going LIVE on the provided domain name by LPL.** Payment agreed on the signed Customer Order Form can be spread over a maximum stated on the Customer Order Form. The Payment plan will be agreed upon with the company/ customer at the time of signing the Customer Order Form. (Note) Although payments are spread over some time, your Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, will only run for 9 months from the date of going LIVE and then will be removed, without prior notice.

4.3 If the Customer terminates this agreement before the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, is complete, after 14 days of signing this agreement, LPL will be entitled to charge the full Project/ Review Your Order / One-page Landing Page Fee. The Customer acknowledges that LPL has invested considerable time and effort in developing and creating the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, and therefore LPL's demand for payment in full is reasonable.

4.4 If the Customer / Company defaults in not making payment for all monies owed and due in accordance with the binding contract (Customer Order Form), then LPL can issue legal action against both the Company and Customer.

4.5 If LPL is unable to collect payment from the company, then the Customer signing the agreement personally guarantees the payment of all sums due and owing to LPL in accordance with this agreement, therefore, legal action can / will be filed against the signee of this legally binding agreement known as Customer Order Form. This, again, the client/ business has read and agreed to and is stipulated just above where the client/ business signed under Point 4.

4.6 If the Customer/ company is in breach of contract for non-payment of any fees (whether interim or final) due under the terms of the agreement, then the whole amount due under this agreement will become payable immediately, and the Customer/business will forfeit the benefit of paying by instalments, if so agreed.

In such circumstances:

i) The customer will be responsible for all associated recovery costs incurred because of the breach, including, but not limited to, legal fees, debt recovery costs, agency fees, expert fees, bailiffs' fees, court fees and any administrative fees (subject to a minimum of £150) incurred; and

ii) the Customer will also be liable for interest on any outstanding amount from the date of the breach of contract to the date payment is received (whether before or after judgment) at a rate of 2 % per month (compounded); and

iii) LPL will immediately cease to carry out any further work on behalf of the Customer until full payment of all outstanding sums has been received.

iv) LPL reserves their right to suspend and/or remove the Advertisement until full payment of all outstanding sums has been received.

4.7 If payment is made by credit or debit card to LPL, an additional surcharge fee equivalent to 2.0% of the amount paid by debit or with a credit card may be payable by the Customer, this is at LPL's discretion.

4.8 If the Customer has opted to pay by credit card or by standing order, the Instruction on their Credit Card Agreement will remain in force on a rolling annual basis until it is cancelled. Any changes to their annual fee will apply to all purchases after the date on which the fee becomes due. By entering this arrangement, the Customer accepts that the payments are due and correct.

4.9 In the event of the Customer changing its Credit Card account details/ Bank Account details/ Correspondence address, the Customer must inform LPL immediately in writing, to prevent failure of any post-payment requests. This can be done by post to our registered address or by email: hello@landingpagesltd.co.uk

5. WARRANTIES

5.1 The Customer warrants to LPL that it has full power and authority to enter and perform this agreement, known as a Customer Order Form. The customer/ business further agrees that this meeting took place face to face and not as an unsolicited visit, as a prior meeting was booked and to which this contract was then entered.

5.2 LPL shall perform its obligations under this agreement with reasonable care and skill.

5.3 This agreement sets out the full extent of LPL's obligations and liabilities to the Customer. All conditions, warranties or other terms concerning the services which might otherwise be implied in this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

5.4 The Customer acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions, warranties or other terms implied by statute or common law are fully excluded from this agreement permitted by law.

6. LIMITATION OF REMEDIES AND LIABILITY

6.1 LPL shall not be liable to the Customer for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or any indirect or consequential loss or damage.

6.2 LPL's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the total price paid by the Customer.

6.3 LPL is not liable for loss, damage or corruption to files or information stored on its servers or the Customer's servers or computers relating to a customer's Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business. The Customer is solely responsible for any information or files relating to its Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, but excluding the content provided to LPL by the Customer from time to time for incorporation in the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, arising in connection with this agreement shall be the property of LPL, and LPL hereby

grants the Customer a non-exclusive licence of such Intellectual Property Rights to operate the Site.

7.2 The Customer shall indemnify LPL against all damages, losses and expenses arising because of any action or claim that any content provided to LPL by the Customer from time to time for incorporation in the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business infringes the Intellectual Property Rights of a third party.

7.3 Where images used on the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, have been purchased or supplied by LPL on behalf of the Customer, these images are strictly for use on the One-Page Landing Page only. LPL are not liable for misuse of these images by the Customer or any other persons copying, altering, or distributing the images to individuals or any other organizations any pictures or images supplied by the Customer for use by LPL must have the permission of the copyright holder in place and the Customer accepts all responsibility for this.

8. ADVERTISMENT CONTENT

8.1 LPL owns all designs and layouts of the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business until payment has been received in full.

8.2 The Customer shall ensure that any content provided to LPL by the Customer from time to time for incorporation in the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business does not infringe any applicable laws, regulations, or third-party rights (including material, which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third-party Intellectual Property Rights) (**Inappropriate Content**).

8.3 LPL shall include only the content provided to LPL by the Customer from time to time for incorporation in the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business. The Customer acknowledges that LPL has no control over any content placed in the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business by a visitor to the Landing Page and does not purport to monitor the content of the Landing Page. LPL reserves the right to remove content from the Landing Page where it reasonably suspects such content is Inappropriate Content. LPL shall notify the Customer promptly if it becomes aware of any allegation that any content within the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, may be Inappropriate Content.

8.4 The Customer shall indemnify LPL against all damages, losses and expenses arising because of any action or claim that the content provided to LPL by the Customer from time to time for incorporation in the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business constitutes Inappropriate Content.

8.5 LPL has no control over or responsibility for the contact of the customer site. In no way does the textual or image-based Content of the customer site constitute LPL's endorsement or approval of the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business, or the material contained within the Landing Page. LPL has not verified any of the materials, images or information contained within the Customer's Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business and is not reasonable for the content or performance of this, or for the Customer's transactions with them. LPL provides links or references to the Customer's Landing Page solely for the convenience of prospective customers and intends that the links it provides be current and accurate but does not guarantee or warrant that such links will always point to the intended Customer Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business.

8.6 LPL may include the statement "Landingpages Limited" "Landingpages Ltd or "Designed by www.landingpagesltd.co.uk " on the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business.

9. TERM AND TERMINATION

9.1 LPL will provide the Customer with an expected completion date for the project (Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business to go LIVE) if requested. LPL will endeavour to meet any given deadline but does not guarantee and is not bound in any way to complete the Project/ Review Your Order / One-Page Landing Page by this date. Any expected completion date provided by or on behalf of LPL is purely an estimate.

9.2 On termination of this agreement by either party, all licences granted by LPL under this agreement shall terminate immediately.

9.3 On expiry or termination of this agreement, all provisions of this agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

9.4 An administrative fee of £100 will be payable by the Customer to LPL for the transfer of any designs during or at the determination (howsoever arising) of this agreement.

10. FORCE MAJEURE

10.1 The definition in this clause applies to this agreement.

10.2 **Force Majeure Event:** any event arising that is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, viruses, medical outbreak or pandemic, civil riot, or war).

10.3 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take reasonable steps to mitigate the effects of the Force Majeure Event.

11. CANCELLATION OF THIS AGREEMENT – CUSTOMER ORDER FORM

11.1 A cancellation given under this agreement by LPL to the customer shall be in writing and shall be sent for the attention of the person, and to the known address, the e-mail address given by the Customer in writing to LPL, this information is on our website www.landingpagesltd.co.uk and the front of the Customer Order Form to which a carbon copy of the agreement is left with you (the Company/ Customer) on the date of agreeing, for their records.

11.2 Any cancellation given under this agreement by the Customer to LPL shall be in writing and shall be sent to the registered address of LPL via recorded post, to Clavering House, 1 Clavering Place, Newcastle Upon Tyne, NE1 3NG or e-mail address given by LPL in writing by the Customer. If the Customer wishes to terminate this contract, then it will **ONLY BE DEEMED CANCELLED if the Customer notifies LPL in writing within 14 days of signing the legally binding contract**, this can either be sent via recorded post were proof of recorded postage receipt will also be required if requested to the registered address or via email to hello@landingpagesltd.co.uk.

11.3 The client/ business has also been left with Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 as a separate document at the time of signing the Customer Order Form. This gives you the client/ business a 14-day "cooling-off" period to cancel most distance (online, phone) and off-premises (doorstep) contracts, starting from order/contract date for services and day of receipt for service, allowing you the client/ business to change your mind.

11.4 A cancellation is deemed to have been received:

(a) In the case of e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class recorded pre-paid post or by personal delivery before the end of the next Business Day; or

(b) In the case of pre-paid first-class post, recorded delivery or registered post, 48 hours from the date of posting; or

(c) If deemed receipt not within business hours (meaning 9.30 am to 4.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

12. ENTIRE AGREEMENT

12.1 This agreement shall constitute the entire agreement and understanding between the parties concerning all matters which are referred to and shall supersede any previous agreement(s) between the parties about the matters referred to in this agreement.

13. THIRD PARTY RIGHTS

13.1 This agreement is made for the benefit of the parties to it and is not intended to benefit or be enforceable by any other person.

14. VARIATION AND WAIVER

14.1 A variation of this agreement shall be in writing and signed by or on behalf of both parties to this agreement.

14.2 A waiver of any right under this agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

14.3 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

15. SEVERANCE

15.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16. GOVERNING LAW AND JURISDICTION

16.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed under the law of England.

16.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

17. RENEWING OF YOUR ADVERTISING AGREEMENT

17.1 This agreement shall automatically renew for subsequent periods of 9 months unless either party provides written notice to the other of their intention not to renew, at least sixty (60) days before the expiration of the current term.

17.2 If you do not wish for the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business to be renewed, then you must send written termination notice for no renewal to take place automatically in writing either via recorded post to our registered office address or via email to hello@landingpagesltd.co.uk no less than sixty (60) days. Failure to comply with this will result in the Build of the One-Page Content Landing Page for the client as a stand-alone one-page webpage, which exists independently for the Customer / Business to continue for a further 9 months, where the same total fee for your one-page landing page with domain and design will apply.

18. MERCHANT REGISTRATION

18.1 Landingpages Limited country of Merchant domicile is the United Kingdom.