Standard Website Compliance Risk Audit Service Agreement

Estalytics Ltd trading as Stalytics
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1. Project Overview & Key Term Definitions

1.1 This Service Agreement is available to UK Business Clients only. By accepting this Agreement, the Client confirms that it is purchasing the Services wholly or mainly for business, trade, professional, organisational, or commercial purposes and not as a consumer.

1.2 This Service Agreement, together with the documents incorporated by reference herein, forms the "Agreement" for the provision of the Standard Website Compliance Risk Audit by Estalytics Ltd trading as Stalytics ("Stalytics") to the Client, and is governed by the Stalytics Master Terms & Conditions ("MTC").

1.3 In this Service Agreement, the following terms shall have the meanings set out below. Capitalised terms used but not otherwise defined herein shall have the meaning given to them in the MTC:

1.3.1 “Audit” means the Standard Website Compliance Risk Audit provided by Stalytics under this Agreement: a manual, human-led, evidence-led review of selected public-facing Client Website URLs focusing on observable website compliance risk indicators, including cookies, trackers, consent mechanisms, storage behaviour, network/script signals, and visible policy/transparency indicators within the agreed fixed scope.

1.3.2 "Budgetary Remediation Menu" means: the non-binding cost guidance included within the Report outlining typical price ranges for common remediation actions.

1.3.3 "Business Client" means: a Client purchasing the Services wholly or mainly for business, trade, professional, organisational, or commercial purposes, including companies, partnerships, charities, sole traders and other organisations, and whose purchase relates to a UK business website or UK business use case accepted by Stalytics.

1.3.4 "Client" means: you, the individual or legal entity purchasing the Services outlined in this Service Agreement.

1.3.5 "Handover" means the final delivery of the Report to the Client by email or by secure digital download link sent to the Client In Writing.

1.3.6 "In Writing" means: communication via email to the official contact addresses provided by each party. For the avoidance of doubt, this constitutes a valid and legally binding form of written communication for all notices, approvals, and agreements under this contract.

1.3.7 "Report" means: the final branded PDF document delivered to the Client, containing the findings, evidence and analysis from the Audit.

1.3.8 "Report Delivery Date" means: the date on which Stalytics notifies the Client In Writing that the Report has been delivered to the Client's nominated email address or otherwise made available to the Client.

1.3.9 "Service Agreement Modal" means: the digital acceptance interface on the Stalytics website where the Client confirms their acceptance of this Service Agreement and all documents incorporated by reference, including (as applicable to the service purchased) the Master Terms & Conditions (MTC) and the Data Processing Agreement (DPA), by ticking the relevant checkboxes prior to payment.

1.3.10 "Stalytics" ("we", "us", "our") means: Estalytics Ltd (a company registered in England and Wales with company number 16412155) trading as "Stalytics", the provider of the Services under this Agreement.

1.3.11 "Supporting Evidence Pack" means the structured set of screenshots, cookie/storage/network observations, policy/transparency extracts and related evidence references compiled by Stalytics to support the findings in the Report, delivered alongside the Report. It is not a forensic evidence bundle and is limited to evidence captured within the agreed scope and at the time of assessment.

1.3.12 “Client Website” means the primary website URL and up to five (5) public-facing page URLs submitted by the Client and accepted by Stalytics for review under the Standard Website Compliance Risk Audit. Authenticated areas, logged-in areas, e-commerce checkout flows, private portals, and non-public pages are excluded unless expressly agreed in writing.

1.4 This Service Agreement governs the provision of a one-time, fixed-scope, fixed-price Standard Website Compliance Risk Audit service. Stalytics will perform a manual, human-led, evidence-led review of selected public-facing Client Website URLs to identify observable website compliance risk indicators relating primarily to cookies, trackers, consent mechanisms, storage behaviour, network/script signals, and visible policy/transparency indicators. The assessment is carried out primarily by reference to the Privacy and Electronic Communications Regulations (PECR) and relevant Information Commissioner’s Office (ICO) guidance, with reference to related UK General Data Protection Regulation (UK GDPR) principles where applicable.

1.5 The primary deliverables of this service are the final Report and Supporting Evidence Pack, designed to provide the Client with clear, evidence-led insight into potential website compliance risks within the agreed fixed scope.

2. Scope of Services & Key Deliverables

2.1 The following deliverables are included in this fixed-scope, fixed-price service:

2.1.1 Manual Evidence-Led Audit (The “5/3 Evidence Review” Protocol):

2.1.1.1 The Standard Website Compliance Risk Audit “5/3 Evidence Review” Protocol is a proprietary assessment framework developed and applied by Stalytics. The Client acknowledges that the methodology, scoring logic, analytical frameworks, assessment criteria interpretation techniques, and reporting structure used within the “5/3 Evidence Review” Protocol constitute proprietary intellectual property of Stalytics and are not transferred or licensed to the Client beyond the limited right to use the final Report for internal purposes.

2.1.1.2 A manual investigation of up to five (5) individual URLs of the Client Website as provided by the Client.

2.1.1.3 A deeper evidence-led review of up to three (3) higher-risk pages to examine observable network traffic, script behaviour, storage indicators, consent behaviour, and publicly accessible front-end signals where relevant.

2.1.1.4 This service does not rely on automated scanning tools as a substitute for human analysis.

2.1.2 The Audit Report (Deliverable):

2.1.2.1 Executive Risk Summary: A one-page, non-technical summary for decision-makers, highlighting the overall risk level and top priorities.

2.1.2.2 Evidence-Led Findings: A structured breakdown of identified potential compliance risk indicators, with clear explanations and supporting evidence where appropriate.

2.1.2.3 Cookie & Tracker Inventory: A list of the cookies and tracking scripts identified during our manual review within the agreed scope.

2.1.2.4 Remediation Action Plan: A strategic document outlining the types of actions required to fix the identified issues.

2.1.2.5 Budgetary Remediation Menu: A non-binding guide to typical costs for common fixes.

2.1.2.6 The Client acknowledges that audit reports are provided for informational and internal risk assessment purposes only and shall not be relied upon as certification of legal compliance, regulatory approval, or legal defence.

2.1.2.7 The Supporting Evidence Pack will be structured at Stalytics’ discretion to support the findings within the Report and may include screenshots, browser storage observations, consent-state evidence, network/script observations, and policy/transparency evidence where relevant.

2.1.3 Intellectual Property Rights in Report:

2.1.3.1 All Intellectual Property Rights in the final Report are and shall remain owned by Stalytics. Subject to receipt by Stalytics of all sums due under this Agreement in full and cleared funds, Stalytics grants the Client a perpetual, non-exclusive, non-transferable, royalty-free licence to use, store, copy and share the final Report for the Client's internal business purposes in accordance with clause 8 of the Master Terms & Conditions. Stalytics may revoke or suspend this licence where the Client commits a serious or persistent breach of clause 2.1.4 (Permitted Use Restrictions), clause 8 of the Master Terms & Conditions, or any other material term governing use of the Report, and (where the breach is capable of remedy) fails to remedy it within a reasonable period after written notice.

2.1.3.2 Notwithstanding the foregoing, Stalytics expressly retains ownership of all pre-existing methodologies, frameworks, assessment techniques, and the “5/3 Evidence Review” Protocol (collectively, “Stalytics Background IP”), whether or not embedded in the Report.

2.1.4 Permitted Use Restrictions:

2.1.4.1 The Client may use the Report solely for its internal business purposes, including for remediation planning, and may share the Report with its employees and contractors for that purpose.

2.1.4.2 The Client shall not resell, license, commercially exploit, publish, or distribute the Report as a standalone commercial product or service without Stalytics’ prior written consent.

3. Important Disclaimers & Limitations of Service

3.1 Legal Disclaimer: Stalytics provides expert technical analysis and is not a law firm. This service and the resulting Report do not constitute legal advice. The Report is provided for informational purposes to assist the Client in identifying potential technical compliance issues. The Client remains solely responsible for their legal compliance and should consult with qualified legal counsel to interpret the findings and ensure their overall compliance with all applicable laws.

3.2 For the avoidance of doubt, the Client acknowledges and accepts that the Report is provided for informational and internal risk-assessment purposes only and shall not be represented or relied upon as certification of legal compliance, regulatory approval, a formal attestation, or a legal defence in any regulatory or court proceedings without Stalytics’ prior written consent.

3.3 Scope of Analysis: The Audit is strictly limited to the five (5) URLs provided. It does not represent an audit of the Client's entire digital footprint, internal data handling processes, or other business activities.

3.4 Nature of Deliverables: The "Remediation Action Plan" and “Budgetary Remediation Menu" are strategic guides, not a formal quote for Services. A quote for remediation work can only be provided as a separate engagement.

3.5 No Guarantee or Warranty: While the Audit is performed using reasonable skill and care, the digital and regulatory landscape is constantly changing. Stalytics makes no guarantee or warranty that implementing the Report's recommendations will result in the Client being immune from regulatory action or legal challenges. The goal of the service is to help the Client better understand visible website compliance risks and potential remediation priorities.

3.6 Professional Judgement: All findings and recommendations provided within the Report are based on Stalytics' professional technical judgement at the time of assessment. The interpretation of privacy regulations can be subjective and context-dependent. Findings represent professional opinion rather than statements of absolute legal fact.

3.7 No Certification or Attestation: The Audit and the Report do not constitute a certification, accreditation, or formal declaration of legal compliance by any regulatory body.

3.8 No Regulatory or Litigation Reliance: The Report is not prepared for the purpose of regulatory submission, litigation support, expert witness testimony, or evidentiary use in court proceedings. Stalytics shall not act as an expert witness, compliance certifier, or regulatory authority. The Client agrees that the Report shall not be represented as a formal compliance opinion, regulatory clearance, or legally determinative assessment.

3.9 Standard of Care: Stalytics shall perform the Audit using reasonable skill and care.

4. Point-in-Time Assessment

4.1 The Client acknowledges that the Audit and the resulting Report reflect the technical state and configuration of the Client Website only at the time the investigation is conducted. The digital landscape is dynamic, and a website's compliance status can change instantly.

4.2 Any changes made to the Client Website after the Audit has commenced, including modifications made during the assessment period itself, may invalidate the applicability of the Report to the modified elements. Stalytics is not obligated to restart the Audit or reassess elements that have been changed. Verification of compliance following such changes will require a new and separate scope of work.

4.3 Furthermore, Stalytics shall have no liability for, and the Report does not cover, any compliance risks or issues introduced after the Audit has been completed. This includes, but is not limited to, risks arising from:

4.3.1 The addition of new marketing scripts, analytics tags, or tracking pixels (e.g., via Google Tag Manager).

4.3.2 Updates or changes to website plugins, extensions, or the underlying Content Management System (CMS).

4.3.3 Modifications to third-party services, widgets, or embedded content (e.g., video players, social media feeds).

4.3.4 Any other code or content changes made by the Client or its agents.

4.4 Stalytics has no obligation to update the Report to reflect subsequent changes in applicable laws (such as the UK GDPR or PECR), regulatory guidance from the ICO, or the behavior of third-party technologies, unless expressly agreed under a separate written contract.

5. Out of Scope

5.1 To ensure the viability of this fixed-scope, fixed-price service, the following are expressly excluded:

- 5.1.1 Client Websites with multiple subdomains or complex server-side tagging.
- 5.1.2 Remediation Work: The implementation or "fixing" of any issues identified in the Report.
- 5.1.3 Verbal Debriefs or Calls: The service is limited to the delivery of the written Report and a single written clarification. One-on-one calls to discuss the findings are not included and may be purchased separately.
- 5.1.4 Revisions: The Report is final upon delivery. No revisions are included.
- 5.1.5 Complex Systems: Analysis of mobile applications, server-side tagging (sGTM), authenticated or logged-in user areas, membership areas, private portals, and e-commerce checkout funnels.
- 5.1.6 Full-Site Review: Review of every page, script, tracker, integration, or system across the Client's wider digital estate.
- 5.1.7 Legal and Regulatory Support: Legal advice, legal interpretation, policy drafting or rewriting, regulatory submission support, litigation support, expert witness evidence, or formal compliance opinion.
- 5.1.8 Stakeholder Workshops: Stakeholder workshops, debrief calls, implementation meetings, or training sessions unless separately agreed In Writing.

6. Clarification Window

6.1 The Client may submit a single, consolidated list of questions regarding the interpretation of findings within five (5) Business Days of the Report Delivery Date. Stalytics will provide a single, comprehensive response In Writing to these questions. This clarification is limited to explanation only, with the total time for review and response not to exceed sixty (60) minutes of Stalytics' time, and does not include re-testing, reassessment, or revisions. Requests that, in Stalytics' reasonable judgement, exceed this scope will be quoted as a separate engagement of work. The clarification window is limited to explanation of matters already contained within the delivered Report and does not create any obligation to amend the Report.

7. Project Timeline & Handover

7.1 The estimated timeline for delivery of the final Report and Supporting Evidence Pack is up to fifteen (15) Business Days, commencing from the date Stalytics receives the deposit/payment and the required URLs from the Client, whichever is later. The final Report and Supporting Evidence Pack will not be released until the final balance has been paid in cleared funds.

7.2 Risk and Responsibility at Handover:

- 7.2.1 Risk in the final Report shall transfer to the Client upon Handover or upon the Report Delivery Date (as defined in this Service Agreement).

7.2.2 From the point of Handover, the Client is responsible for how it uses, stores, shares, interprets, and acts upon the Report and Supporting Evidence Pack, including obtaining legal advice, commissioning remediation, or carrying out further investigation where required.

8. Investment & Payment

8.1 The total fixed-scope, fixed-price investment for the Standard Website Compliance Risk Audit is £2,995.00 plus VAT at the prevailing rate. At the current UK VAT rate of 20%, the total price payable including VAT is £3,594.00.

8.2 Payment structure: A 50% deposit is payable, through the payment method specified by Stalytics (which may include the Stalytics checkout/clickwrap process, an invoice, or a secure payment link), to commence the engagement. The remaining 50% balance is payable by invoice after completion of the audit work and before release of the final Report and Supporting Evidence Pack. Stalytics is not required to release the final Report or Supporting Evidence Pack until all sums due have been received in full and cleared funds.

8.3 Cancellation requests must be made In Writing. Because the Standard Website Compliance Risk Audit is a fixed-scope, fixed-price professional service and work may begin shortly after purchase, any refund, where considered, will be assessed by reference to the work already started or completed. Where the Client cancels In Writing before work has commenced, Stalytics will refund the amount paid less any non-recoverable administrative costs.

8.4 Internal delivery checkpoints may include:

8.4.1 setup and scope confirmation;

8.4.2 workbook/evidence structure creation;

8.4.3 initial URL review;

8.4.4 deeper review/evidence gathering;

8.4.5 report writing;

8.4.6 final review/compiling; and

8.4.7 completion.

8.5 Once the final Report and Supporting Evidence Pack are ready for delivery or the delivery link has been sent, the service shall be treated as substantially fulfilled. Dissatisfaction with the findings, risk direction, recommendations, or Stalytics' professional judgement does not by itself create a right to a refund.

9. Client Responsibilities

9.1 To enable the service, the Client is required to provide:

9.1.1 Provide the primary URL of the Client Website to be audited.

9.1.2 Provide a list of up to five (5) specific page URLs for analysis via the compliance intake form.

9.1.3 Confirm that they are a UK business customer.

9.1.4 Confirm that they have authority to submit the Client Website and URLs for review.

9.1.5 Confirm that the submitted URLs are public-facing.

9.1.6 Confirm that the requested review does not include authenticated areas, e-commerce checkout flows, server-side tagging, or other excluded scope unless expressly agreed In Writing.

9.1.7 If the Client does not provide the list of five (5) specific page URLs within two (2) Business Days of purchase, Stalytics reserves the right to select five (5) representative pages (such as the homepage, contact page, privacy policy, and key service pages) to proceed with the Audit without delay.

9.2 No Third-Party Reliance:

9.2.1 The Report is prepared solely for the internal business purposes of the Client. Stalytics accepts no duty of care, liability, or responsibility to any third party. The Client may share the Report with its employees, contractors, and professional advisers solely for internal business and remediation purposes. No third party shall acquire any rights against Stalytics by virtue of access to or reliance upon the Report. The Client agrees to indemnify and hold harmless Stalytics against any claims or losses arising from any representation made by the Client that their website is legally compliant based on the Report, or from any disclosure of the Report to third parties in breach of these terms.

9.3 No administrative access, developer access, or passwords are required for this service.

10. Agreement & Acceptance of Terms

10.1 This Service Agreement, together with the Stalytics Master Terms & Conditions, and any documents incorporated by reference therein, collectively form the entire binding Agreement between the parties in respect of this Project. For the avoidance of doubt, this Service Agreement corresponds to the “Standard Website Compliance Risk Audit” as described on Stalytics’ website at the time of purchase, subject always to the express terms of this Agreement.

10.2 Non-Reliance Statement: The Client acknowledges that it has not relied on any representations, statements, marketing materials, website content, service descriptions, or verbal assurances not expressly set out in this Agreement or the incorporated Master Terms & Conditions.

10.3 All descriptions of services on the Stalytics website, marketing materials, or communications are illustrative only and do not form part of this binding Agreement unless expressly incorporated herein.

10.4 By checking the required acceptance checkbox, completing the Service Agreement Modal, signing this Agreement (including by electronic signature), or confirming acceptance by email or other written acceptance, in each case prior to payment or commencement of work, the individual accepting this Agreement represents and warrants that they are an authorised representative of the Client with authority to bind the Client, and that the Client agrees to be legally bound by this Agreement and all incorporated documents.

10.5 Electronic Acceptance and Records: The Client acknowledges that acceptance of this Agreement is completed electronically. Records of transaction and acceptance maintained by Stalytics shall constitute conclusive evidence of acceptance of this Agreement, unless proven otherwise by the Client.

10.6 In the event of any inconsistency between this Service Agreement and the Master Terms & Conditions, the provisions of this Service Agreement shall prevail to the extent of the inconsistency.

10.7 The Client acknowledges that the Service Agreement Modal may record the selected tier, price, accepted agreement versions, incorporated document versions, business-purpose confirmation, authority confirmation, submitted URLs, qualifying answers, and timestamped acceptance record.

10.8 Data Processing Agreement. The parties agree that the Stalytics Data Processing Agreement applies to this Service in respect of any personal data that appears incidentally within screenshots, browser storage records, network observations or other evidence captured or processed by Stalytics in the course of the review, and that in respect of such personal data the Client acts as Controller and Stalytics acts as Processor, in accordance with clause 2.10 of the Data Processing Agreement and clause 9 of the Master Terms & Conditions.

11. Limitation of Liability

11.1 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability which cannot lawfully be excluded.

11.2 Subject to clause 11.1, and to the Master Terms & Conditions and (where it applies) the Data Processing Agreement, Stalytics' total aggregate liability arising out of or in connection with this Audit shall be limited as set out in clause 12 of the Master Terms & Conditions. For the avoidance of doubt, nothing in this clause reduces the minimum liability cap in clause 12.3 of the Master Terms & Conditions, or any separate data-protection liability cap in the Data Processing Agreement, nor limits any liability expressed to be uncapped under those documents.

11.3 Claim Period:

11.3.1 Business Clients: Subject to clause 11.1, any claim arising out of or in connection with this Audit must be brought within ninety (90) days of the Report Delivery Date, after which no such claim may be brought. This time limit does not apply to any liability that cannot lawfully be limited or excluded. This time limit also does not apply to Data Protection Liability as defined in Section 10 of the Data Processing Agreement.

11.4 The Client acknowledges that the fee reflects the allocation of risk and the limitation of liability set out in this clause and in the MTC.

12. Governing Law & Jurisdiction

12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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