



Master Terms & Conditions

Estalytics Ltd trading as Stalytics

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For an accessible HTML version of this document, visit:

<https://stalytics.com/privacy/master-terms-and-conditions.php>

1. Definitions

1.1 In these Terms, the following definitions apply:

- 1.1.1 "Agreement" means the binding contract between Stalytics and the Client, consisting of the applicable Service Agreement, Proposal, Statement of Work, these Master Terms & Conditions, and any other documents expressly incorporated by reference, subject to the order of precedence set out in clause 1.2.5.
- 1.1.2 "Applicable Policies" means the policies, notices and supporting documents published or provided by Stalytics and incorporated into the Agreement where applicable, including the Privacy Policy, Cookie Policy, Website Terms & Conditions, Copyright Policy, Pricing Transparency Policy, Acceptable Use Policy and any other policy expressly referenced in the relevant Service Agreement, Proposal or Statement of Work.
- 1.1.3 "[Acceptable Use Policy](#)" or "AUP" means any acceptable use policy published, provided or incorporated by Stalytics that sets out rules, restrictions or requirements relating to the acceptable use of Stalytics' Services, systems, platforms, infrastructure, hosting, support services or related resources.
- 1.1.4 "Business Day" means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
- 1.1.5 "Business Client" means a company, partnership, charity, sole trader, organisation or other person purchasing or engaging Stalytics for business, trade, professional, organisational or commercial purposes.

- 1.1.6 "Change Request" means any request by the Client to alter, expand, vary or add to the agreed scope, assumptions, specifications, Deliverables, timelines or Service requirements after acceptance of a Service Agreement, Proposal or Statement of Work.
- 1.1.7 "Client" means the Business Client that purchases, requests or receives Services from Stalytics.
- 1.1.8 "Client Materials" means any information, documents, URLs, website content, screenshots, files, data, access details, instructions, policies, business information or other materials supplied by or on behalf of the Client to Stalytics.
- 1.1.9 "Cookie Policy" means the cookie policy of Stalytics, as published or made available by Stalytics and updated from time to time, which explains how Stalytics uses cookies, similar technologies and related tracking or storage technologies.
- 1.1.10 "Copyright Policy" means the copyright policy of Stalytics, as published or made available by Stalytics and updated from time to time, which explains copyright ownership, permitted use, restrictions, infringement reporting and related intellectual property matters.
- 1.1.11 "CRM" means customer relationship management software, platform, system or process used to manage customer, client, lead, enquiry, sales, support or business relationship information.
- 1.1.12 "Data Controller" has the meaning given to it in the UK GDPR.
- 1.1.13 "Data Processing Agreement" or "DPA" means the agreement governing processing of personal data by Stalytics on behalf of the Client where Stalytics acts as Data Processor. A DPA applies only where required by the relevant Service Agreement, Statement of Work, written instruction or applicable data protection law.
- 1.1.14 "Data Processor" has the meaning given to it in the UK GDPR.
- 1.1.15 "Deliverables" means the reports, documents, files, written outputs, evidence summaries, findings, recommendations or other deliverables expressly stated in the applicable Service Agreement, Proposal or Statement of Work.
- 1.1.16 "DPIA" means a data protection impact assessment used to assess and help manage data protection risks relating to a project, process, system, technology, service or processing activity.
- 1.1.17 "Enterprise Services" means bespoke, higher-complexity, non-standard or quote-only services provided by Stalytics under a separate Proposal, Statement of Work or Service Agreement.
- 1.1.18 "Estalytics" means Estalytics Ltd, a company registered in England and Wales with company number 16412155, trading as "Stalytics".
- 1.1.19 "Fees" means the fees, charges, deposits, invoices or other amounts payable by the Client for the Services, as set out in the applicable Service Agreement, Proposal, Statement of Work, invoice or quotation.
- 1.1.20 "GBP" means pounds sterling, the lawful currency of the United Kingdom.
- 1.1.21 "Handover" means the point at which Stalytics makes the final Deliverables available to the Client, including by secure link, email, file transfer, document delivery, written notice or other delivery method stated in the applicable Service Agreement, Proposal or Statement of Work.

- 1.1.22 "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trademarks, service marks, trade names and domain names, rights in goodwill, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information and any other intellectual property rights, including all applications, renewals, extensions and equivalent rights anywhere in the world.
- 1.1.23 "Introduced" means specifically identified or named in writing by Stalytics to the Client in connection with the Services as a resource actively engaged in delivering those Services.
- 1.1.24 "Master Terms & Conditions" or "Terms" means these Master Terms & Conditions.
- 1.1.25 "PECR" means the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended, and any related successor, replacement or supplemental legislation.
- 1.1.27 "[Pricing Transparency Policy](#)" means the policy published or made available by Stalytics explaining pricing principles, payment structures, deposits, invoices, quotations, refunds, cancellations and related commercial information.
- 1.1.26 "[Privacy Policy](#)" means the privacy policy of Stalytics, as published or made available by Stalytics and updated from time to time, which explains how Stalytics processes personal data.
- 1.1.28 "Proposal" means a written quotation, proposal, order confirmation or similar document issued by Stalytics setting out the Services, Fees, assumptions, scope, exclusions, timelines, payment terms or related commercial terms.
- 1.1.29 "ROPA" means a record of processing activities maintained for data protection accountability purposes, including records maintained under Article 30 of the UK GDPR where applicable.
- 1.1.30 "Service Agreement" means the service-specific agreement, clickwrap agreement, order agreement or written agreement accepted by the Client for a particular Service.
- 1.1.31 "Service Level Agreement" or "SLA" means any service level agreement, service level arrangement or service-specific support commitment agreed or incorporated in writing between Stalytics and the Client.
- 1.1.32 "Services" means the services provided or to be provided by Stalytics to the Client as set out in the applicable Service Agreement, Proposal or Statement of Work. Current Services may include:
- 1.1.32.1 Basic Website Compliance Risk Snapshot;
 - 1.1.32.2 Standard Website Compliance Risk Audit;
 - 1.1.32.3 Enterprise Services or bespoke Services provided by quotation and Statement of Work; and
 - 1.1.32.4 any other Service expressly agreed in writing by Stalytics.
- 1.1.33 "Statement of Work" or "SOW" means a written statement of work agreed between Stalytics and the Client for Enterprise Services, bespoke Services or any Service requiring individually agreed scope, assumptions, Deliverables, exclusions, dependencies, timelines or payment terms.
- 1.1.34 "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.

- 1.1.35 "Third-Party Services" means any products, services, software, platforms, tools or providers not provided directly by Stalytics, including payment processors, hosting providers, analytics providers, document tools, AI-assisted tools, cloud storage providers, email providers, security tools, or any third-party website, platform or service used in connection with the Services.
- 1.1.36 "UK GDPR" has the meaning given to it in section 3(10), as supplemented by section 205(4), of the Data Protection Act 2018.
- 1.1.37 "Value Added Tax" or "VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar, replacement or supplemental tax.
- 1.1.38 "Website" means the website operated by Stalytics at <https://stalytics.com>, together with any associated subdomains, landing pages, staging pages and public-facing web pages operated by Estalytics Ltd trading as Stalytics.
- 1.1.39 "[Website Terms & Conditions](#)" means the website terms and conditions of Stalytics, as published or made available by Stalytics and updated from time to time, which govern use of Stalytics' website and related website content.

1.2 Interpretation

- 1.2.1 In this Agreement, unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular. Any defined term may be used in the singular or plural form and shall have the corresponding meaning.
- 1.2.2 Clause headings are for convenience only and shall not affect interpretation.
- 1.2.3 A reference to a law is a reference to it as amended, extended, applied, re-enacted or replaced from time to time.
- 1.2.4 References to "including" or "includes" mean including without limitation.
- 1.2.5 In the event of any inconsistency between documents forming the Agreement, the following order of precedence shall apply:
- 1.2.5.1 the Statement of Work, where applicable;
 - 1.2.5.2 the Service Agreement;
 - 1.2.5.3 the Service Level Agreement, where applicable;
 - 1.2.5.4 the Proposal or quotation, where applicable;
 - 1.2.5.5 the Data Processing Agreement, where applicable;
 - 1.2.5.6 these Master Terms & Conditions;
 - 1.2.5.7 the Pricing Transparency Policy;
 - 1.2.5.8 any other Applicable Policies incorporated by reference; and
 - 1.2.5.9 general website content, marketing content or informational material.

- 1.2.6 If a document higher in the order of precedence expressly states that a lower-ranked document or clause overrides it for a specific matter, that express statement shall apply only to the extent stated.
- 1.2.7 If a Service is not expressly included within the applicable Service Agreement, Proposal or Statement of Work, it is excluded unless separately agreed in writing by Stalytics.

2. Agreement Formation & Acceptance

- 2.1 These Terms apply to all Services provided by Stalytics unless expressly excluded or varied in writing by a director of Estalytics Ltd.
- 2.2 Stalytics provides its Services on a business-to-business basis only. By requesting, purchasing or accepting Services, the Client confirms that it is acting for business, trade, professional, organisational or commercial purposes and not as a consumer.
- 2.3 These Terms prevail over any terms supplied, referenced or proposed by the Client unless expressly accepted in writing by a director of Estalytics Ltd.
- 2.4 The Agreement is formed and these Terms become legally binding when the Client does any of the following:
- 2.4.1 accepts a Service Agreement, including by clickwrap, checkbox, e-signature, email confirmation or other written acceptance;
 - 2.4.2 accepts a Proposal or Statement of Work;
 - 2.4.3 makes payment or part-payment for the Services;
 - 2.4.4 instructs Stalytics in writing to begin work; or
 - 2.4.5 otherwise confirms acceptance of the Services in writing.
- 2.5 The person accepting the Agreement on behalf of the Client confirms and warrants that they have authority to bind the Client.
- 2.6 Where the Client is a company, partnership, charity, organisation or other legal entity, the person accepting the Agreement confirms that they have authority to bind that entity to the Agreement.
- 2.7 Electronic signatures, clickwrap acceptance, checkbox acceptance, typed-name acceptance, email confirmation and similar electronic acceptance methods are valid and binding methods of acceptance.
- 2.8 By proceeding with any order, instruction, acceptance or payment, the Client acknowledges that it has read, understood and agreed to the applicable Service Agreement, these Terms, the [Pricing Transparency Policy](#) and any other documents incorporated by reference.
- 2.9 If Stalytics reasonably believes that a prospective Client is not acting for business, trade, professional, organisational or commercial purposes, Stalytics may refuse the order, request additional confirmation, require revised terms, or decline to provide the Services.

- 2.10 No variation to the Agreement shall be effective unless agreed in writing by Stalytics. Notwithstanding the foregoing, Stalytics may update its Applicable Policies from time to time in accordance with their terms, and such updates shall not constitute a variation to the Agreement requiring the Client's written consent, provided that any material changes to Applicable Policies that affect the Client's rights or obligations will be notified to the Client with reasonable notice.

3. Scope of Services & Deliverables

- 3.1 Stalytics shall provide the Services described in the applicable Service Agreement, Proposal or Statement of Work.
- 3.2 The scope of each Service is limited to the inclusions, Deliverables, assumptions, exclusions, Client inputs, timelines and limitations expressly stated in the applicable Service Agreement, Proposal or Statement of Work.
- 3.3 Unless expressly agreed in writing, Stalytics' Services are limited to website compliance risk review, website compliance risk snapshot, website compliance risk audit, evidence review, report preparation, document preparation, advisory support, and related compliance-focused Services within the agreed scope.
- 3.4 Current Services may include:
- 3.4.1 Basic Website Compliance Risk Snapshot;
 - 3.4.2 Standard Website Compliance Risk Audit;
 - 3.4.3 Enterprise Services or bespoke Services provided by quotation and Statement of Work; and
 - 3.4.4 any other Service expressly agreed in writing by Stalytics.
- 3.5 Enterprise Services, bespoke work, non-standard work, higher-complexity work or Services outside the published fixed-scope offerings shall require a separate Proposal, Statement of Work, quotation or written agreement.
- 3.6 Stalytics is not required to provide any Service, investigation, review, remediation, implementation, legal advice, consultancy, development work, hosting, monitoring, support, accessibility certification, compliance certification or other work unless it is expressly included in the applicable Service Agreement, Proposal or Statement of Work.
- 3.7 Unless expressly stated otherwise in the applicable Service Agreement, Proposal or Statement of Work, the Services do not include:
- 3.7.1 legal advice or legal representation;
 - 3.7.2 certification of compliance;
 - 3.7.3 a guarantee of legal, regulatory, accessibility, privacy, cookie, PECR, UK GDPR or website compliance;
 - 3.7.4 remediation, implementation, development, coding, design, hosting, monitoring, maintenance or technical support;

- 3.7.5 review of every page, script, cookie, tracker, third-party system, subdomain, platform, embedded service or digital asset;
- 3.7.6 review of authenticated areas, logged-in journeys, e-commerce checkout flows, internal systems, customer portals, applicant tracking systems, CRM systems, server-side environments, tag-manager containers or server-side tagging unless expressly included;
- 3.7.7 negotiation with third parties, vendors, platforms, regulators, complainants or legal advisers;
- 3.7.8 formal accessibility audit, penetration testing, cyber security audit, DPIA, ROPA preparation, legal drafting, regulatory submission or expert witness work;
- 3.7.9 ongoing monitoring, retesting, post-delivery support, verbal debrief, report revision, follow-up advice or additional clarification unless expressly included;
- 3.7.10 Services relating to hosting, managed support, SLAs, AUPs or infrastructure support unless separately agreed in writing; and
- 3.7.11 review, validation or responsibility for third-party platforms, third-party cookie banners, third-party privacy notices, embedded services, recruitment platforms, payment platforms, form providers, video platforms or external systems outside the Client's direct control unless expressly included.
- 3.8 Any exclusions, assumptions or limits stated in a Service Agreement, Proposal or Statement of Work are additional to the exclusions in these Terms.
- 3.9 Where a Service is described as a snapshot, review, audit, assessment or report, it is a point-in-time assessment based on the agreed scope, available information, testing conditions, Client inputs and observations made at the time of review.
- 3.10 Stalytics does not guarantee that all risks, issues, cookies, trackers, scripts, personal data processing activities, accessibility barriers, legal issues, policy gaps or compliance concerns will be identified.
- 3.11 Stalytics may make professional observations, risk comments, practical recommendations or budgetary remediation indications, but such comments are not legal advice and should not be treated as legal advice.
- 3.12 Any budgetary remediation menu, cost range, estimate, recommendation or suggested next step is indicative only unless expressly confirmed in a separate quotation, Proposal, Statement of Work or Service Agreement.
- 3.13 Stalytics may use reasonable professional judgement to determine the method, order, depth and manner of performing the Services, provided that the Services remain within the agreed scope.
- 3.14 Stalytics may refuse, pause or require re-scoping of any work where the Client requests work outside scope, provides materially incomplete information, requests legal advice, requests work that creates unreasonable risk, or where Stalytics reasonably considers that the requested work requires a separate quote, Proposal or Statement of Work.
- 3.15 A request, instruction or expectation from the Client shall not expand the scope of the Services unless accepted by Stalytics in writing.

- 3.16 Any work outside the agreed scope may be treated as a Change Request and may be subject to additional Fees, revised timelines and separate terms.
- 3.17 Stalytics shall not be responsible for delays, limitations, reduced findings, incomplete outputs or inability to perform the Services where these arise from incomplete, inaccurate, delayed or missing Client Materials, access limitations, third-party restrictions, website changes, platform behaviour, technical blocking, security tools, consent settings, unavailable systems or matters outside Stalytics' reasonable control.
- 3.18 The Client remains responsible for deciding whether to act on any findings, recommendations, observations or next steps provided by Stalytics.
- 3.19 The Client remains responsible for obtaining legal advice, regulatory advice, accessibility certification, technical implementation, remediation, development support or specialist third-party advice where required.

4. Client Responsibilities & Client Materials

- 4.1 The Client shall provide Stalytics with all Client Materials, information, instructions, URLs, documents, access details, business context and other inputs reasonably required for Stalytics to perform the Services.
- 4.2 The Client is responsible for ensuring that all Client Materials are accurate, complete, current, lawful, relevant and provided in a timely manner.
- 4.3 The Client shall ensure that it has all necessary rights, permissions, licences, authority, consents and lawful bases required to provide Client Materials to Stalytics and to instruct Stalytics to use them for the purposes of providing the Services.
- 4.4 The Client shall not provide unnecessary personal data, special category data, criminal offence data, sensitive information, confidential third-party information, passwords, credentials, private keys, payment card details, medical data, employee records, applicant records, customer records or unrelated materials unless expressly requested by Stalytics or clearly required for the agreed scope of the Services.
- 4.5 Where Client Materials contain personal data or confidential information, the Client remains responsible for ensuring that such disclosure to Stalytics is lawful, proportionate, necessary and consistent with the Client's own privacy information, contractual obligations and legal responsibilities.
- 4.6 Stalytics may refuse, delete, return, ignore, redact or restrict use of Client Materials that Stalytics reasonably considers unnecessary, excessive, unsafe, unlawful, irrelevant, outside scope, technically unsuitable, confidential beyond the agreed purpose, or likely to create unreasonable legal, operational, security or data protection risk.
- 4.7 The Client shall promptly notify Stalytics if any Client Materials are inaccurate, incomplete, outdated, misleading, confidential, privileged, commercially sensitive, legally sensitive, subject to third-party rights, or should not be used for the Services.
- 4.8 The Client is responsible for making and retaining its own copies and backups of Client Materials. Stalytics is not responsible for storing, preserving or returning Client Materials except as expressly agreed in writing.

- 4.9 The Client shall provide reasonable cooperation, clarification and responses where required for Stalytics to perform the Services.
- 4.10 Where the Client fails to provide required Client Materials, access, clarification, confirmation, payment, approvals or instructions, Stalytics may pause, delay, limit, withhold, re-scope or terminate the Services.
- 4.11 Stalytics shall not be responsible for any delay, reduced output, incomplete review, missed issue, limitation, additional cost or inability to perform the Services caused by:
- 4.11.1 inaccurate, incomplete, outdated or misleading Client Materials;
 - 4.11.2 late provision of Client Materials;
 - 4.11.3 missing URLs, missing access, missing files, missing context or missing instructions;
 - 4.11.4 changes to the Client's website, systems, policies, scripts, cookies, trackers, consent mechanisms, third-party platforms or technical environment during the Services;
 - 4.11.5 restrictions, blocking, security tools, platform limitations, geolocation issues, authentication barriers, consent-state behaviour, browser behaviour, network behaviour or third-party system behaviour;
 - 4.11.6 the Client's failure to review, confirm, clarify or respond where required;
 - 4.11.7 the Client's failure to disclose relevant facts, dependencies, third-party systems, known issues, prior advice, regulatory correspondence or internal requirements.
- 4.12 The Client acknowledges that website compliance risk snapshots, audits, assessments and reports are dependent on the information available to Stalytics at the time of review.
- 4.13 The Client remains responsible for the operation, content, compliance, policies, notices, cookie practices, data protection practices, accessibility practices, third-party tools, website configuration, technical implementation and legal obligations of its own website, business and systems.
- 4.14 Stalytics may rely on Client Materials without independently verifying their accuracy, completeness, ownership, legality or authority unless verification is expressly included in the agreed scope.
- 4.15 If Stalytics reasonably considers that the Client Materials or instructions indicate that the agreed Service is unsuitable, materially incomplete, higher-risk, outside scope or inappropriate for the Client's needs, Stalytics may recommend re-scoping, require a Change Request, propose an Enterprise Service, or decline to continue with the relevant work.
- 4.16 The Client shall not use the Services or Deliverables for any unlawful, misleading, fraudulent, abusive, defamatory, discriminatory, infringing or unauthorised purpose, or for any purpose that is physically, financially, reputationally or legally harmful to any identified person or third party.
- 4.17 The Client shall not represent any Deliverable as legal advice, certification, regulatory approval, formal audit, accessibility certification, expert witness evidence, guaranteed compliance or complete risk elimination unless expressly stated by Stalytics in writing.
- 4.18 The Client is responsible for obtaining legal, regulatory, technical, accessibility, cyber security, development, implementation or other specialist advice where required.

- 4.19 The Client shall review Deliverables promptly after Handover and notify Stalytics of any obvious delivery issue, file access issue or administrative error within any review or clarification period stated in the applicable Service Agreement, Proposal or Statement of Work.
- 4.20 The Client may use the Deliverables for its own internal business purposes and may share them with its directors, employees, officers, professional advisers, insurers, legal advisers, technical suppliers, developers, remediation providers or other third parties acting on the Client's behalf where reasonably necessary for the agreed purpose of the Services.
- 4.21 The Client shall not modify, remove context from, misquote, selectively reproduce, publish, resell, redistribute, commercially exploit or provide Deliverables to third parties in a way that is misleading, out of context, unlawful, inconsistent with the agreed purpose of the Services, or inconsistent with any limitations, disclaimers, assumptions or exclusions stated in the Deliverables or the Agreement.
- 4.22 Where Stalytics provides findings, observations, recommendations, risk comments, budgetary indications or suggested next steps, the Client remains responsible for deciding whether, how and when to act on them.
- 4.23 The Client shall indemnify Stalytics against losses, claims, damages, liabilities, costs and expenses arising from:
- 4.23.1 the Client's unlawful, inaccurate, incomplete or unauthorised provision of Client Materials;
 - 4.23.2 the Client's breach of this clause 4;
 - 4.23.3 the Client's misuse, misrepresentation or misleading use of Deliverables;
 - 4.23.4 the Client's failure to obtain required permissions, consents, lawful bases, licences or authority;
 - 4.23.5 third-party claims arising from Client Materials, Client instructions or the Client's use of the Deliverables.

5. Service Delivery, Timelines & Handover

- 5.1 Stalytics shall use reasonable skill and care in providing the Services within the agreed scope.
- 5.2 Any delivery timeline, target date, turnaround estimate or expected completion date is an estimate only unless expressly stated in writing to be a binding deadline.
- 5.3 Stalytics shall not be responsible for delay or non-performance caused by:
- 5.3.1 delayed, incomplete, inaccurate or missing Client Materials;
 - 5.3.2 delayed payment, failed payment, chargeback, disputed payment or uncleared funds;
 - 5.3.3 delayed clarification, approval, instruction, confirmation or response from the Client;
 - 5.3.4 changes to the Client's website, systems, policies, scripts, cookies, trackers, consent mechanisms or Third-Party Services during the Services;
 - 5.3.5 technical restrictions, platform limitations, security tools, consent-state behaviour, access barriers, browser behaviour, geolocation issues, network behaviour or third-party system behaviour;

- 5.3.6 matters outside Stalytics' reasonable control.
- 5.4 Stalytics may pause, delay, limit, re-scope or withhold Services or Deliverables where the Client has not provided required information, instructions, Client Materials, access, approvals or payment.
- 5.5 Work shall not normally commence until:
- 5.5.1 the applicable Service Agreement, Proposal or Statement of Work has been accepted;
 - 5.5.2 the required payment, deposit or agreed initial fee has been received in cleared funds;
 - 5.5.3 the Client has provided the required Client Materials, URLs, files, access details, confirmations or instructions; and
 - 5.5.4 any required scope, eligibility or suitability confirmations have been completed.
- 5.6 For fixed-scope Services, the delivery timeline begins only when all commencement conditions in clause 5.5 have been satisfied, unless Stalytics expressly agrees otherwise in writing.
- 5.7 Where a delivery timeline depends on Client input, third-party systems, website availability, access, payment, clarification or other dependencies, the timeline shall be extended by a reasonable period where those dependencies are delayed, unavailable, incomplete or outside Stalytics' control.
- 5.8 Stalytics may deliver draft materials, working notes, extracts, clarification requests or partial outputs where appropriate, but is not required to do so unless expressly stated in the applicable Service Agreement, Proposal or Statement of Work.
- 5.9 Handover occurs when Stalytics makes the Deliverables available to the Client by email, secure link, file transfer, document delivery, written notice or any other delivery method stated in the applicable Service Agreement, Proposal or Statement of Work.
- 5.10 Where Deliverables are made available by secure link, the Client is responsible for downloading, saving and securely storing the Deliverables within the access period stated by Stalytics.
- 5.11 If the Client does not access, download, review or acknowledge the Deliverables after they have been made available, Handover shall still be treated as having occurred.
- 5.12 Stalytics may withhold final Deliverables until all outstanding Fees, invoices or balances for the relevant Services have been received in cleared funds.
- 5.13 Stalytics may provide Deliverables in PDF, markdown, spreadsheet, document, image, archive, secure-link or other reasonable format depending on the Service and agreed scope.
- 5.14 Unless expressly agreed in writing, Stalytics is not responsible for converting Deliverables into the Client's preferred internal format, uploading Deliverables to the Client's systems, providing live training, presenting findings verbally, attending meetings, or implementing findings.
- 5.15 Where the applicable Service Agreement, Proposal or Statement of Work includes a clarification period, review period or administrative correction period, that period begins on Handover.
- 5.16 Any clarification, correction or follow-up request must be submitted within the period and limits stated in the applicable Service Agreement, Proposal or Statement of Work.

- 5.17 Unless expressly included in the relevant Service Agreement, Proposal or Statement of Work, Handover does not include retesting, report revision, new investigation, additional analysis, remediation discussion, implementation support, legal advice, verbal debrief, meeting attendance, post-delivery monitoring or ongoing advice.
- 5.18 If Stalytics reasonably considers that a requested clarification, correction or follow-up falls outside the agreed scope, Stalytics may refuse it, treat it as a Change Request, or provide a separate quotation.
- 5.19 Stalytics may retain working files, evidence records, reports, screenshots, notes, service records and related materials in accordance with its [Privacy Policy](#), applicable law, audit trail requirements and internal record-keeping practices.
- 5.20 Stalytics is not required to retain, preserve, host, store, reissue or provide replacement copies of Deliverables indefinitely. Any replacement copy, reissue, reformatting or additional delivery may be subject to availability, verification, reasonable administration requirements and additional Fees.
- 5.21 Stalytics shall not be liable for loss, damage, corruption, unauthorised access, deletion or failure to download Deliverables after Handover where this is caused by the Client's systems, Client handling, third-party systems, expired links, unauthorised sharing, Client delay or matters outside Stalytics' reasonable control.
- 5.22 The Client is responsible for reviewing Deliverables and taking appropriate action based on its own business, legal, technical and compliance needs.

6. Fees, Payment, Deposits & Invoicing

- 6.1 The Client shall pay the Fees stated in the applicable Service Agreement, Proposal, Statement of Work, quotation, invoice or checkout page.
- 6.2 Unless expressly stated otherwise, all Fees are stated in pounds sterling (GBP) and are exclusive of VAT and any other applicable taxes, duties or charges.
- 6.3 VAT shall be added where applicable at the prevailing rate.
- 6.4 The Client is responsible for paying all Fees, VAT, taxes, duties, bank charges, currency conversion charges, payment processing charges or other charges applicable to the purchase of the Services, unless expressly stated otherwise in writing.
- 6.5 Stalytics may require full payment, part-payment, a deposit, staged payments or payment by invoice depending on the applicable Service.
- 6.6 For the Basic Website Compliance Risk Snapshot, full payment is required upfront before work begins unless otherwise agreed in writing.
- 6.7 For the Standard Website Compliance Risk Audit, unless otherwise agreed in writing:
- 6.7.1 a 50% deposit is required before work begins;
 - 6.7.2 the remaining balance must be paid before final Handover of the Deliverables; and
 - 6.7.3 Stalytics may withhold final Deliverables until all outstanding Fees have been received in cleared funds.

- 6.8 For Enterprise Services or bespoke work, the payment structure shall be set out in the applicable Proposal, Statement of Work, Service Agreement, quotation or invoice.
- 6.9 Where Stalytics charges a fee for scoping for Enterprise Services, quotation preparation, discovery, assessment or Proposal work, that fee shall be payable as stated in the relevant quotation or written terms. Unless expressly stated otherwise, such Fees are non-refundable where the scoping, discovery, assessment or quotation work has been performed.
- 6.10 Work shall not normally commence until the required payment, deposit, initial fee or agreed first-stage payment has been received in cleared funds.
- 6.11 Invoices are payable by the due date stated on the invoice. If no due date is stated, invoices are payable within 7 days of the invoice date.
- 6.12 Payment is not treated as received until funds have cleared into Stalytics' nominated account or payment processor account.
- 6.13 Stalytics may pause, delay, withhold, suspend or decline to continue Services where payment is late, failed, disputed, reversed, charged back or otherwise not received in cleared funds.
- 6.14 Stalytics may correct obvious pricing, invoice, quotation or checkout errors. Where a material pricing error occurs, Stalytics may cancel the order, issue a corrected invoice or require corrected payment before providing the Services.
- 6.15 Fees apply only to the agreed scope. Any work outside scope may require a Change Request, additional Fees, revised timelines or separate written agreement.
- 6.16 Unless expressly included in the applicable Service Agreement, Proposal or Statement of Work, Fees do not include third-party costs, legal advice, remediation, implementation, development, hosting, software subscriptions, accessibility certification, specialist consultancy, external testing or third-party platform costs.
- 6.17 The [Pricing Transparency Policy](#) provides further information about Stalytics' pricing principles, payment structures, deposits, refunds, cancellations and related commercial information. If there is any inconsistency between these Terms and the [Pricing Transparency Policy](#), these Terms shall take precedence unless expressly stated otherwise.
- 6.18 Debt Recovery: Without prejudice to any other rights, Stalytics may charge interest on overdue amounts at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998. In addition, Stalytics may recover the fixed sum payable under that Act (currently £40, £70 or £100 depending on the size of the debt) together with any reasonable costs of recovery that exceed that fixed sum. Nothing in this clause limits any statutory right to interest or debt recovery costs that Stalytics may have.
- 6.19 The Client shall not withhold, set off or deduct any amount from payment due to Stalytics unless required by law or expressly agreed in writing by Stalytics.
- 6.20 Where payment is made through a third-party payment processor, the Client may also be subject to that provider's terms, privacy notice, processing times, security checks and payment rules.

- 6.21 Stalytics may refuse or cancel an order where payment fails, fraud screening is triggered, authority to purchase is unclear, the Client is not acting on a business-to-business basis, the requested Service is unsuitable, or Stalytics reasonably considers that the order creates legal, operational, payment or compliance risk.

7. Refunds, Cancellation & Suspension

- 7.1 Refunds, cancellations and suspensions are governed by the applicable Service Agreement, Proposal, Statement of Work, these Terms and the [Pricing Transparency Policy](#).
- 7.2 Because the Services may involve immediate scheduling, administrative preparation, project allocation, evidence review, analysis, investigation, drafting, internal quality control, report preparation and other professional time allocation, refunds may be reduced or unavailable once work has commenced.
- 7.3 Where the Client cancels after work has commenced, Stalytics may retain a fair and proportionate amount from any payment already made to reflect the work performed, resources allocated, non-recoverable costs incurred and the stage reached at the point of cancellation.
- 7.4 Where work performed has reached or exceeded the value of the payment, deposit or stage payment already made, no refund shall normally be due for that payment, deposit or stage payment.
- 7.5 Where cancellation occurs before the value of the relevant payment, deposit or stage payment has been reached, Stalytics may refund any balance that fairly remains after deducting the value of work already performed, resources allocated and non-recoverable costs incurred.
- 7.6 For the Basic Website Compliance Risk Snapshot, full payment is required upfront. If cancellation occurs after work has commenced, any refund shall be assessed by reference to the work already performed, resources allocated, non-recoverable costs incurred and the stage reached.
- 7.7 For the Standard Website Compliance Risk Audit, the deposit may be retained in whole or in part where work has commenced. Where work performed has reached or exceeded the value of the deposit, the deposit will not normally be refundable.
- 7.8 For Enterprise Services or bespoke work, cancellation, refund and deposit arrangements shall be governed by the applicable Proposal, Statement of Work, Service Agreement, quotation or invoice.
- 7.9 Stalytics may suspend, pause, delay, withhold or decline to continue the Services where:
- 7.9.1 payment is late, failed, disputed, reversed, charged back or not received in cleared funds;
 - 7.9.2 the Client has not provided required Client Materials, access, clarification, confirmation, approvals or instructions;
 - 7.9.3 the Client requests work outside scope;
 - 7.9.4 the Client provides materials or instructions that create legal, data protection, confidentiality, security, operational or reputational risk;
 - 7.9.5 the Client breaches the Agreement;
 - 7.9.6 continuing the Services would create unreasonable legal, regulatory, commercial, technical, operational, data protection, security or reputational risk for Stalytics.

- 7.10 Stalytics may terminate the Agreement with immediate effect by written notice where:
- 7.10.1 the Client materially breaches the Agreement and fails to remedy the breach within a reasonable period after being asked to do so;
 - 7.10.2 payment remains unpaid after reminder or request for payment;
 - 7.10.3 the Client provides unlawful, unsafe, misleading, excessive, confidential or inappropriate Client Materials;
 - 7.10.4 the Client requests legal advice, unlawful activity, misleading use of Deliverables, work outside scope or work that Stalytics reasonably considers unsuitable;
 - 7.10.5 the Client becomes insolvent, ceases trading, enters administration or liquidation, or is otherwise unable to pay its debts as they fall due;
 - 7.10.6 the Client acts abusively, threateningly, dishonestly, unlawfully or in a way that makes continued service provision unreasonable;
 - 7.10.7 Stalytics is required to terminate by law, regulation, professional obligation, third-party provider restriction or other legal requirement.
- 7.11 Termination or cancellation shall not affect any Fees already due, any right to retain fair and proportionate payment for work performed, or any rights and obligations intended to survive termination.
- 7.12 Where Stalytics terminates the Agreement because of the Client's breach, Stalytics may retain a fair and proportionate amount from any payment, deposit or stage payment already made to reflect work performed, resources allocated, non-recoverable costs incurred, administrative time, disruption, and any loss or risk caused by the Client's breach.
- 7.13 Termination for Client breach shall not require Stalytics to provide incomplete work, internal working files, internal notes, templates, methods, systems, draft materials, evidence files or partial Deliverables unless expressly agreed in writing or required by law.
- 7.14 Where Services are suspended, paused, cancelled or terminated, Stalytics may withhold Deliverables until all Fees due for work performed have been paid in cleared funds.
- 7.15 Cancellation or termination does not entitle the Client to ownership of incomplete work, internal working files, internal notes, templates, methods, systems, draft materials, evidence files or partial Deliverables unless expressly agreed in writing.
- 7.16 Any refund approved by Stalytics may be processed using the original payment method or another reasonable method selected by Stalytics.
- 7.17 Stalytics shall not be responsible for bank charges, currency conversion fees, payment processor deductions, foreign exchange differences or third-party fees arising from refunds unless required by law.
- 7.18 Nothing in this clause limits any rights that cannot lawfully be excluded or restricted.

8. Intellectual Property, Licence & Use of Deliverables

- 8.1 All Intellectual Property Rights in Stalytics' pre-existing materials, templates, systems, methods, processes, know-how, working papers, internal notes, internal tools, draft materials, document structures, report structures, evidence methods, audit methods, checklists, trade secrets, workflows, policies, contract templates, spreadsheets, design systems and business materials shall remain owned by Stalytics or its licensors.
- 8.2 All Intellectual Property Rights in Deliverables created by Stalytics in the course of providing the Services shall vest in and be owned absolutely by Stalytics from the moment of creation, subject only to the licence granted to the Client in clause 8.4 upon full payment of all applicable Fees.
- 8.3 The Client shall not acquire ownership of Stalytics' pre-existing materials, templates, systems, methods, processes, know-how, internal tools, internal notes, working files, draft materials or background Intellectual Property Rights.
- 8.4 Subject to full payment of all Fees due for the relevant Services, Stalytics grants the Client a limited, non-exclusive, non-transferable, and (where the applicable Service Agreement so provides) perpetual, licence to use the final Deliverables for the Client's own internal business purposes and for the agreed purpose of the Services.
- 8.5 The licence in clause 8.4 permits the Client to share final Deliverables with its directors, employees, officers, professional advisers, insurers, legal advisers, technical suppliers, developers, remediation providers or other third parties acting on the Client's behalf where reasonably necessary for the agreed purpose of the Services.
- 8.6 The Client shall not publish, resell, commercially exploit, licence, sublicense, redistribute, upload publicly, make available generally, or use the Deliverables as a public-facing certification, accreditation, endorsement, guarantee or legal opinion unless expressly agreed in writing by Stalytics.
- 8.7 The Client shall not remove, obscure, alter or separate any assumptions, exclusions, caveats, disclaimers, limitations, evidence references, context, warnings or explanatory notes from the Deliverables in a way that may make the Deliverables misleading, incomplete or out of context.
- 8.8 The Client shall not represent any Deliverable as legal advice, regulatory approval, formal certification, formal accessibility audit, expert witness evidence, complete compliance assurance or a guarantee of risk elimination.
- 8.9 Unless expressly agreed in writing, Stalytics is not required to provide editable source files, internal working files, working notes, evidence files, screenshots, templates, methods, systems, trade secrets, spreadsheets, draft materials, design files, raw observations or intermediate outputs.
- 8.10 Nothing in clause 8.9 affects any right of a data subject under applicable data protection law that cannot lawfully be excluded, including rights of access, portability or erasure in respect of their personal data. Where such rights apply, they will be handled in accordance with Stalytics' [Privacy Policy](#) and any applicable [Data Processing Agreement](#) , rather than under this clause 8.
- 8.11 Where Stalytics provides editable files, spreadsheets, evidence extracts, screenshots, source materials or other non-final materials, such provision does not transfer ownership of Stalytics' underlying templates, systems, methods, know-how, structures, workflows or Intellectual Property Rights unless expressly agreed in writing.

- 8.12 The Client retains ownership of Client Materials provided to Stalytics.
- 8.13 The Client grants Stalytics a non-exclusive, royalty-free licence to use, copy, process, review, store, adapt and reproduce Client Materials to the extent reasonably necessary to provide the Services, create Deliverables, maintain records, comply with legal obligations, manage disputes, perform quality control and protect Stalytics' legitimate business interests.
- 8.14 The Client warrants that it has all rights, permissions, licences, consents, lawful bases and authority required to provide Client Materials to Stalytics and to grant the licence in clause 8.13.
- 8.15 Stalytics may reuse general knowledge, skills, experience, methods, ideas, structures, workflows, processes, know-how and non-client-specific learning gained during the provision of Services, provided that Stalytics does not disclose the Client's confidential information or personal data except as permitted by the Agreement or applicable law.
- 8.16 Stalytics may refer to the Client's business name, trading name or project in internal records, audit trails, service records and operational documentation.
- 8.17 Stalytics shall not publicly use the Client's name, logo, testimonial, report, case study or project details for marketing purposes without the Client's written consent.
- 8.18 If the Client breaches this clause 8, Stalytics may suspend or terminate the Services, revoke or restrict the licence granted in clause 8.4, require the Client to stop the misuse, and seek any other remedy available under the Agreement or applicable law.
- 8.19 Nothing in this clause transfers ownership of any Intellectual Property Rights unless expressly stated in writing.

9. Confidentiality, Data Protection & AI-Assisted Tools

- 9.1 Each party shall keep confidential and shall not disclose to any third party any confidential information received from the other party, except as permitted by the Agreement, required for the performance of the Services, required by law, or agreed in writing.
- 9.2 Confidential information includes business information, technical information, commercial information, operational information, Client Materials, Deliverables, reports, findings, evidence records, pricing information, internal processes, working methods, templates, systems, non-public documents and any other information that is marked confidential or would reasonably be understood to be confidential.
- 9.3 Confidential information does not include information that:
- 9.3.1 is or becomes publicly available other than through breach of the Agreement;
 - 9.3.2 was lawfully known before disclosure;
 - 9.3.3 is lawfully received from a third party without restriction;
 - 9.3.4 is independently developed without use of the other party's confidential information; or
 - 9.3.5 must be disclosed by law, regulation, court order, professional obligation or competent authority.

- 9.4 Stalytics may disclose confidential information to its personnel, subcontractors, professional advisers, insurers, service providers, processors, technical providers, payment providers, cloud providers, AI-assisted tools, legal advisers or regulatory/public authorities where reasonably necessary for the Services, business administration, legal compliance, dispute handling, insurance, security, quality control or protection of Stalytics' legitimate business interests. Where AI-assisted tools are used, Stalytics shall take reasonable steps to avoid submitting unnecessary sensitive, confidential or personal data where this is not required for the agreed purpose.
- 9.5 The Client may disclose final Deliverables in accordance with the licence and permitted-use provisions in clause 8, provided that such disclosure is not misleading, unlawful, out of context or inconsistent with the Agreement.
- 9.6 Stalytics shall process personal data in accordance with its [Privacy Policy](#) and applicable data protection law.
- 9.7 For most enquiries, purchases, service administration, billing, business communications, website use, Client account handling and internal business records, Stalytics acts as a Data Controller.
- 9.8 Stalytics shall act as a Data Processor only where the nature of the Services requires Stalytics to process personal data on behalf of the Client and this is expressly set out in a Service Agreement, Statement of Work, [Data Processing Agreement](#) or written instruction agreed with the Client.
- 9.9 Where Stalytics acts as a Data Processor, the [Data Processing Agreement](#) shall apply where required by applicable data protection law or expressly incorporated into the Agreement.
- 9.10 Where Stalytics acts as a Data Controller, the [Privacy Policy](#) applies and the [Data Processing Agreement](#) does not apply unless expressly stated otherwise.
- 9.11 The Client is responsible for ensuring that it has all necessary rights, permissions, lawful bases, notices, consents and authority required to provide personal data to Stalytics and to instruct Stalytics to use it for the Services.
- 9.12 The Client shall not provide unnecessary personal data, special category data, criminal offence data, confidential third-party information, employee records, applicant records, customer records, passwords, credentials, payment card details or unrelated personal data unless expressly requested by Stalytics or clearly required for the agreed scope.
- 9.13 Where screenshots, evidence captures, browser storage records, network observations, uploaded files or other Client Materials incidentally contain personal data, Stalytics may process such data only to the extent reasonably necessary to provide the Services, maintain records, manage disputes, perform quality control, comply with law or protect legitimate business interests.
- 9.14 Stalytics may take reasonable steps to minimise, redact, avoid, restrict or limit unnecessary personal data within evidence, reports, screenshots or working files where appropriate and practicable.
- 9.15 Stalytics may use carefully selected AI-assisted tools to support drafting, analysis, summarisation, structuring, quality control and document preparation.
- 9.16 Where Stalytics uses AI-assisted tools, Stalytics shall aim to minimise unnecessary personal data and shall apply human review before relying on outputs in Deliverables provided to the Client.

- 9.17 Stalytics does not use AI-assisted tools to make automated decisions about individuals that produce legal or similarly significant effects.
- 9.18 The Client acknowledges that third-party service providers, including payment processors, hosting providers, email providers, analytics providers, document tools, cloud storage providers and AI-assisted tools, may process data in accordance with their own terms, privacy notices, data processing terms and international transfer safeguards.
- 9.19 Stalytics may retain records, reports, Deliverables, evidence files, screenshots, working files, correspondence and related service records in accordance with its [Privacy Policy](#), applicable law, contractual record-keeping requirements, dispute handling, insurance, audit trail, quality control and legitimate business needs.
- 9.20 On termination or completion of the Services, Stalytics is not required to delete records that it reasonably needs to retain for legal, contractual, accounting, insurance, dispute, audit trail, security, quality control or legitimate business purposes.
- 9.21 Nothing in this clause requires either party to disclose information where doing so would breach law, confidentiality obligations, legal privilege, regulatory duties, security obligations or third-party rights.
- 9.22 The confidentiality obligations in this clause shall survive termination or completion of the Agreement.

10. Third-Party Services & External Dependencies

- 10.1 The Services may involve, refer to, interact with, observe, rely on or be affected by Third-Party Services.
- 10.2 Third-Party Services may include payment processors, hosting providers, domain providers, analytics tools, bot-protection tools, email providers, file-sharing platforms, document tools, spreadsheet tools, AI-assisted tools, Client websites, cookie banners, consent management platforms, tag managers, embedded services, recruitment platforms, video platforms, form providers, CRM systems, e-commerce platforms, browser tools and other external systems.
- 10.3 Stalytics is not responsible for the availability, accuracy, security, configuration, compliance, performance, behaviour, documentation, policies, cookies, trackers, scripts, data practices, outages, changes, failures or limitations of Third-Party Services.
- 10.4 The Client acknowledges that Third-Party Services may change, update, fail, behave differently, block access, restrict testing, alter scripts, alter cookies, alter consent behaviour, change policies, modify data practices or become unavailable without notice.
- 10.5 Stalytics shall not be responsible for any delay, limitation, incomplete finding, reduced output, missed issue, additional cost or inability to perform the Services caused by Third-Party Services, third-party restrictions, platform changes, third-party outages, security tools, access barriers, browser behaviour, geolocation issues, consent-state behaviour, technical blocking or matters outside Stalytics' reasonable control.
- 10.6 Where the Services involve review of third-party platforms, embedded services, external subdomains, recruitment platforms, video platforms, payment platforms, form providers, CRM systems, analytics tools, tag managers, cookie banners or consent management platforms, such review is limited to the agreed scope and observable behaviour at the time of review.

- 10.7 Stalytics does not guarantee that it can access, test, validate, inspect or fully assess Third-Party Services, third-party systems, external platforms, server-side systems, authenticated areas, internal systems, private dashboards, proprietary code, third-party configurations or systems outside the Client's direct control.
- 10.8 The Client remains responsible for managing its own relationships, contracts, configurations, accounts, licences, permissions, settings, notices, policies, integrations and obligations with Third-Party Services.
- 10.9 The Client is responsible for ensuring that it has authority to instruct Stalytics to review, observe or interact with any Third-Party Services connected to the Client's website, business or systems.
- 10.10 Stalytics may rely on publicly observable behaviour, Client-provided information, browser-based evidence, available documentation, visible policies, available consent mechanisms, network observations, storage observations and other reasonable evidence within the agreed scope.
- 10.11 Where third-party behaviour cannot be verified, fully tested, confidently attributed or separated from the Client's own website behaviour, Stalytics may record this as a limitation, uncertainty, observation or assumption in the Deliverables.
- 10.12 Any comments by Stalytics regarding Third-Party Services are professional observations based on the agreed scope and available evidence. They are not guarantees, certifications, legal conclusions or complete technical assessments of those Third-Party Services.
- 10.13 Stalytics may recommend that the Client obtains clarification, documentation, legal advice, technical advice or remediation support from relevant third-party providers, developers, platforms or professional advisers.
- 10.14 Stalytics shall not be liable for any loss, damage, claim, regulatory issue, compliance issue, data protection issue, security issue, service failure, implementation failure, delay or cost caused by or arising from Third-Party Services, except to the extent caused by Stalytics' own breach of the Agreement or negligence.
- 10.15 The Client acknowledges that payment processing, secure file delivery, analytics, email, storage, document preparation, AI-assisted tools and other operational services used by Stalytics may be provided by third-party providers and may be subject to those providers' own terms, privacy notices, processing times, security controls and service limitations.
- 10.16 Stalytics may change, replace, remove or add Third-Party Services used in its own business operations where reasonably required for security, operational, legal, technical, commercial or service-quality reasons.

11. Warranties, Disclaimers & No Legal Advice

- 11.1 Stalytics shall provide the Services with reasonable skill and care.
- 11.2 The Services, Deliverables, findings, observations, recommendations, risk comments, budgetary indications and suggested next steps are provided within the agreed scope and based on information, evidence, Client Materials, testing conditions and observations available at the time of review.
- 11.3 Stalytics is not a law firm and does not provide legal advice, legal representation, regulatory representation or legal opinions.

- 11.4 Nothing in the Services or Deliverables shall be treated as legal advice, regulatory advice, legal opinion, certification, formal compliance approval, regulatory approval, expert witness evidence or a substitute for advice from a suitably qualified legal, regulatory, accessibility, technical, cyber security, development or other professional adviser.
- 11.5 Stalytics does not warrant, guarantee or represent that:
- 11.5.1 the Client's website, business, systems, policies, cookie practices, tracking technologies, consent mechanisms, accessibility practices, privacy practices or data protection practices are compliant with any law, regulation, standard or guidance;
 - 11.5.2 all cookies, trackers, scripts, storage entries, network activity, Third-Party Services, policy gaps, accessibility issues, privacy issues, PECR issues, UK GDPR issues, technical issues or compliance risks will be identified;
 - 11.5.3 any Deliverable will prevent regulatory action, complaints, disputes, legal claims, commercial loss, reputational harm, enforcement action or non-compliance;
 - 11.5.4 any recommendation, observation, remediation menu, cost indication or suggested next step will achieve compliance, risk elimination, certification, regulatory approval or a particular commercial outcome;
 - 11.5.5 third-party tools, platforms, services, providers, consent mechanisms, policies or systems are accurate, complete, secure, compliant, available or suitable.
- 11.6 Any review, snapshot, audit, assessment or report is a point-in-time assessment only and may be affected by website changes, third-party changes, consent-state behaviour, browser behaviour, device behaviour, geolocation, network conditions, testing limitations, access limitations, Client-provided information and matters outside Stalytics' control.
- 11.7 Where Stalytics provides severity ratings, risk comments, prioritisation, budgetary ranges, remediation options, practical recommendations or suggested next steps, these are professional observations and practical guidance only, not legal conclusions or guarantees.
- 11.8 Any budgetary remediation menu, cost estimate, pricing indication or implementation suggestion is indicative only unless confirmed in a separate quotation, Proposal, Statement of Work or Service Agreement.
- 11.9 The Client is responsible for deciding whether, how and when to act on any Deliverables, findings, recommendations, observations or next steps.
- 11.10 The Client is responsible for obtaining legal advice, regulatory advice, accessibility advice, technical implementation support, development support, cyber security advice, specialist testing, remediation support or other professional advice where required.
- 11.11 Stalytics does not warrant that the Services or Deliverables will be uninterrupted, error-free, exhaustive, suitable for every purpose, or free from limitations.
- 11.12 Stalytics does not warrant or guarantee any specific regulatory, legal, commercial, reputational, technical, accessibility, privacy, cookie compliance, SEO, conversion, sales, ranking, traffic, performance or business outcome.

- 11.13 The Client acknowledges that laws, regulations, standards, regulator guidance, website technologies, Third-Party Services, browser behaviour and compliance expectations may change over time.
- 11.14 Stalytics is not responsible for any issue, risk, non-compliance, error, omission, change, claim, complaint or loss arising after Handover unless caused by Stalytics' own breach of the Agreement or negligence.
- 11.15 Except as expressly stated in the Agreement, all warranties, conditions, representations and terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 11.16 Nothing in the Agreement excludes or limits liability where it cannot lawfully be excluded or limited.

12. Liability & Indemnities

- 12.1 Nothing in the Agreement excludes or limits either party's liability for:
- 12.1.1 death or personal injury caused by negligence;
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 any liability that cannot lawfully be excluded or limited.
- 12.2 Subject to clause 12.1, Stalytics shall not be liable for:
- 12.2.1 loss of profit, revenue, business, contract, opportunity, anticipated savings or goodwill;
 - 12.2.2 loss of data, loss of use, business interruption, reputational damage or wasted management time;
 - 12.2.3 indirect, consequential, special, incidental or punitive loss;
 - 12.2.4 loss, damage, cost or liability arising from the Client's failure to act on, verify, implement or obtain appropriate professional advice in relation to any Deliverable, finding, recommendation, observation or next step;
 - 12.2.5 loss, damage, cost or liability arising from Third-Party Services, platforms, providers, tools, systems, scripts, cookies, trackers, consent mechanisms, website changes or external dependencies;
 - 12.2.6 loss, damage, cost or liability arising from inaccurate, incomplete, outdated, misleading, unlawful or delayed Client Materials;
 - 12.2.7 loss, damage, cost or liability arising after Handover except to the extent caused by Stalytics' own breach of the Agreement or negligence.
- 12.3 Subject to clause 12.1, Stalytics' total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort, negligence, breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed the greater of: (a) the total Fees actually paid by the Client to Stalytics for the specific Service giving rise to the claim; or (b) £1,000. Stalytics maintains professional indemnity insurance; details are available on request.
- 12.4 Where the claim relates to a specific fixed-scope Service, the Fees used to calculate Stalytics' liability cap under clause 12.3 shall be the Fees actually paid for that specific Service only and shall not include Fees paid for any unrelated Service, future Service, previous Service or separate engagement.

- 12.5 The Client acknowledges that the Fees are calculated on the basis that liability is limited in accordance with this clause 12.
- 12.6 The Client remains responsible for its own website, systems, policies, compliance decisions, business decisions, implementation decisions, third-party relationships, legal obligations and use of the Deliverables.
- 12.7 The Client shall indemnify Stalytics against all losses, claims, damages, liabilities, costs and expenses suffered or incurred by Stalytics arising out of or in connection with:
- 12.7.1 the Client's breach of the Agreement;
 - 12.7.2 the Client's unlawful, inaccurate, incomplete, misleading or unauthorised Client Materials;
 - 12.7.3 the Client's failure to obtain required rights, permissions, licences, consents, lawful bases or authority;
 - 12.7.4 the Client's misuse, misrepresentation, publication, selective quotation or misleading use of Deliverables;
 - 12.7.5 third-party claims arising from Client Materials, Client instructions, Client systems, Client websites, Third-Party Services used by the Client or the Client's use of Deliverables;
 - 12.7.6 the Client's failure to comply with applicable law, regulation, contractual obligation, privacy notice, data protection obligation, confidentiality obligation or third-party rights.
- 12.7A Indemnity Cap. Subject to clause 12.7B, the Client's aggregate liability under any indemnity given by the Client under the Agreement (including under clause 12.7 and under any Service Agreement) shall not exceed:
- 12.7A.1 for the Basic Website Compliance Risk Snapshot, ten times the total Fees paid or payable by the Client for that Service;
 - 12.7A.2 for the Standard Website Compliance Risk Audit, five times the total Fees paid or payable by the Client for that Service; and
 - 12.7A.3 for any Enterprise, bespoke, implementation, advisory, or quote-based Service, five times the total Fees paid or payable by the Client for the relevant Service, unless a different indemnity cap is expressly stated in the applicable Proposal, Service Agreement, Statement of Work, or other written agreement between the parties.
- 12.7B Uncapped Client Liability. No cap shall apply to the Client's liability under clause 12.7 to the extent that the relevant liability arises from:
- 12.7B.1 the Client's fraud or fraudulent misrepresentation;
 - 12.7B.2 the Client's deliberate wrongdoing or wilful default;
 - 12.7B.3 infringement or alleged infringement of third-party Intellectual Property Rights arising from Client Materials, Client instructions, or the Client's use of the Deliverables outside the agreed scope;
 - 12.7B.4 the Client's breach of clause 18 (Anti-Bribery, Sanctions and Compliance); or
 - 12.7B.5 the Client's unlawful use of the Services, Deliverables, Website, or Stalytics materials.

- 12.7C Stalytics Fault Carve-Out:
- 12.7C.1 The Client shall not be required to indemnify Stalytics to the extent that the relevant loss, liability, cost, claim, damage, or expense was caused by Stalytics' own negligence, wilful default, fraud, or material breach of this Agreement.
- 12.8 Stalytics shall take reasonable steps to mitigate any loss that it seeks to recover from the Client where legally required to do so.
- 12.9 The limitations and exclusions in this clause 12 apply to the fullest extent permitted by law.
- 12.10 This clause 12 shall survive termination or completion of the Agreement.

13. Events Outside Reasonable Control

- 13.1 Stalytics shall not be liable for any delay, failure, reduced performance, inability to perform, or failure to meet any estimated timeline caused by events, circumstances or causes outside Stalytics' reasonable control.
- 13.2 Events outside reasonable control may include:
- 13.2.1 internet, hosting, domain, DNS, email, cloud, payment processor, file-sharing, analytics, AI-assisted tool, software, browser, platform or third-party service failure;
- 13.2.2 cyber incidents, malware, denial-of-service attacks, security incidents, unauthorised access, data incidents or attempted misuse affecting Stalytics, the Client or any relevant third-party provider;
- 13.2.3 power failure, telecommunications failure, network failure, system outage, hardware failure, software failure or loss of access to systems;
- 13.2.4 changes, failures, restrictions, blocking, downtime, access limitations or altered behaviour affecting the Client's website, systems, third-party platforms, consent mechanisms, trackers, scripts, cookies or embedded services;
- 13.2.5 illness, accident, emergency, bereavement, incapacity or other serious personal circumstances affecting Stalytics' ability to perform the Services. Stalytics will use reasonable endeavours to mitigate any such event, including by engaging suitable substitute personnel or subcontractors where reasonably practicable;
- 13.2.6 fire, flood, storm, extreme weather, natural disaster, epidemic, pandemic, public health emergency, war, terrorism, civil unrest, industrial action, governmental action, legal restriction, regulatory restriction or other event outside Stalytics' reasonable control.
- 13.3 Where an event outside reasonable control affects the Services, Stalytics may take reasonable steps to manage the impact, including pausing, delaying, re-scoping, extending timelines, changing delivery method, using alternative tools, or notifying the Client of revised arrangements.
- 13.4 Any estimated timeline affected by an event outside reasonable control shall be extended by a reasonable period.
- 13.5 If an event outside reasonable control continues for more than 30 days and materially prevents performance of the Services, either party may terminate the affected Service by written notice.

- 13.6 Termination under clause 13.5 shall not affect any Fees due for work already performed, resources already allocated, non-recoverable costs incurred, or any rights and obligations that have already accrued.
- 13.7 Stalytics shall not be required to continue performance where doing so would create unreasonable legal, technical, security, operational, data protection, health, safety or commercial risk.

14. Changes, Variations & Change Requests

- 14.1 The Client acknowledges that the Services are limited to the agreed scope stated in the applicable Service Agreement, Proposal or Statement of Work.
- 14.2 Any request to change, expand, vary, add to, accelerate, rework or revisit the Services, Deliverables, assumptions, exclusions, timelines, Client inputs or Service requirements may be treated as a Change Request.
- 14.3 Stalytics is not required to accept a Change Request.
- 14.4 Where Stalytics accepts a Change Request, it may require:
- 14.4.1 additional Fees;
 - 14.4.2 revised timelines;
 - 14.4.3 additional Client Materials;
 - 14.4.4 revised assumptions, exclusions or limitations;
 - 14.4.5 separate written acceptance;
 - 14.4.6 a new Proposal, Statement of Work or Service Agreement.
- 14.5 A Change Request shall not be binding unless accepted by Stalytics in writing.
- 14.6 Stalytics may refuse or require re-scoping of a Change Request where the request:
- 14.6.1 falls outside the agreed scope;
 - 14.6.2 requires legal advice, regulatory advice, formal certification, remediation, implementation, development, hosting, monitoring, accessibility certification, specialist testing or third-party work not included in the agreed scope;
 - 14.6.3 creates unreasonable legal, technical, operational, data protection, confidentiality, security, commercial or reputational risk;
 - 14.6.4 depends on unavailable, incomplete, unreliable or unsuitable Client Materials;
 - 14.6.5 would materially change the nature, complexity, timeline or risk profile of the Services.
- 14.7 Client feedback, clarification requests, preferences, comments, questions, informal messages or discussions shall not expand the scope of the Services unless accepted by Stalytics as a Change Request in writing.

- 14.8 Where the applicable Service Agreement, Proposal or Statement of Work includes a clarification period or administrative correction period, that period shall not be treated as an open-ended right to request revisions, retesting, new analysis, additional investigation, remediation advice, implementation support or further Deliverables.
- 14.9 Stalytics may correct obvious administrative errors, formatting issues, broken links, file access issues or delivery errors in Deliverables where notified within the relevant review or clarification period. Such correction does not create an obligation to revise findings, perform retesting, carry out new analysis or expand the Services.
- 14.10 For clarity, the following may be treated as Change Requests unless expressly included in the applicable Service Agreement, Proposal or Statement of Work:
- 14.10.1 reviewing additional URLs, pages, systems, subdomains, platforms, scripts, cookies, trackers, consent mechanisms or Third-Party Services;
 - 14.10.2 rechecking, retesting or re-reviewing a website, page, banner, policy, script, tracker, cookie behaviour, consent state or third-party platform after changes have been made;
 - 14.10.3 revising, rewriting, restructuring or reissuing a report or Deliverable other than to correct an obvious administrative or delivery error;
 - 14.10.4 providing additional explanations, meetings, calls, walkthroughs, training, implementation support, remediation discussion, developer instructions or post-delivery advice;
 - 14.10.5 reviewing new Client Materials, new evidence, new screenshots, new files, new policies, new technical information or new third-party responses after the agreed review has been completed;
 - 14.10.6 preparing Client-facing, regulator-facing, insurer-facing, developer-facing, legal-facing or third-party-facing summaries, letters, responses or supporting materials;
 - 14.10.7 changing the format, branding, structure, file type, level of detail or intended audience of Deliverables after work has started;
 - 14.10.8 accelerating delivery, prioritising urgent turnaround, working outside normal business hours or changing agreed delivery sequencing;
 - 14.10.9 providing Services that require legal advice, regulatory interpretation, formal accessibility testing, cyber security testing, development work, implementation work, hosting support or third-party negotiation.
- 14.11 A clarification period, where included, is limited to the specific clarification rights stated in the applicable Service Agreement, Proposal or Statement of Work. It does not include open-ended advice, further investigation, new findings, revised recommendations, retesting, remediation planning, calls, meetings or report revisions unless expressly stated.
- 14.12 If the Client's requested change or clarification would require Stalytics to revisit completed work, reopen analysis, review new evidence, change the basis of findings, alter the agreed scope, or perform additional professional judgement, Stalytics may treat the request as a Change Request.
- 14.13 Where a requested change is time-sensitive, Stalytics may require payment in advance before starting the additional work.

- 14.14 Where a Change Request is accepted, the original Agreement shall continue to apply except to the extent expressly varied in writing.
- 14.15 If a Change Request is not accepted, Stalytics shall continue to be responsible only for the original agreed scope.

15. Notices & Communications

- 15.1 Any notice or communication under the Agreement shall be in writing and may be sent by email, secure message, postal delivery, or any other written method agreed by the parties.
- 15.2 Notices to Stalytics shall be sent to the contact details stated in the applicable Service Agreement, Proposal, Statement of Work, invoice, website contact page, or other written communication issued by Stalytics.
- 15.3 Notices to the Client shall be sent to the email address, postal address, billing address or other contact details provided by the Client during enquiry, checkout, onboarding, payment, service communication or account administration.
- 15.4 The Client is responsible for ensuring that its contact details are accurate, current and monitored.
- 15.5 A notice sent by email shall be treated as received at 9:00 AM on the next Business Day after sending, provided that no automated non-delivery, bounce-back or failure notification is received by the sender within 24 hours of sending.
- 15.6 A notice sent by secure link, file-sharing message or platform message shall be treated as received when made available to the recipient using the contact details provided by that recipient.
- 15.7 A notice sent by first-class post to a UK address shall be treated as received two Business Days after posting.
- 15.8 A notice sent by international post shall be treated as received seven Business Days after posting.
- 15.9 Service communications, clarification requests, delivery notices, payment reminders, invoice communications, Handover notices, Change Request communications and administrative updates may be sent by email or other written electronic communication.
- 15.10 The Client acknowledges that failure to monitor email, secure links, spam folders, junk folders, payment notifications, invoice notices or service communications may cause delay and shall not prevent a notice, request or Handover from being valid where it has been sent using the contact details provided by the Client.
- 15.11 Stalytics may use electronic records, email records, clickwrap records, payment records, audit trail records, metadata, delivery logs and file-sharing records as evidence of notices, acceptance, Handover, communication, payment status, delivery status or other contractual events.
- 15.12 Where urgent legal, security, operational, data protection, payment or service-risk issues arise, Stalytics may act immediately where reasonably necessary and provide written notice as soon as reasonably practicable afterwards.
- 15.13 Nothing in this clause prevents either party from serving legal proceedings in any manner permitted by law.

16. Subcontracting, Assignment & Non-Solicitation

- 16.1 Stalytics may use employees, contractors, subcontractors, consultants, professional advisers, technical providers, AI-assisted tools, processors, service providers or other support resources to provide, support, administer or improve the Services.
- 16.2 Stalytics remains responsible for the Services it provides under the Agreement, subject to the exclusions, limitations and dependencies stated in the Agreement.
- 16.3 The Client may not assign, transfer, novate, subcontract, charge, licence or otherwise deal with any of its rights or obligations under the Agreement without Stalytics' prior written consent.
- 16.4 Stalytics may assign, transfer, subcontract, delegate or otherwise deal with its rights or obligations under the Agreement where reasonably required for business administration, restructuring, sale of business, operational delivery, legal compliance, technical support, professional advice, payment processing, file delivery, document preparation, service continuity or legitimate business purposes.
- 16.5 Stalytics may disclose Client Materials, confidential information or personal data to subcontractors, processors, professional advisers, technical providers, AI-assisted tools or service providers only where reasonably necessary and subject to appropriate confidentiality, data protection, security or contractual safeguards where required.
- 16.6 The Client shall not, during the Agreement and for 12 months after completion or termination, directly or indirectly solicit, employ, engage, contract with or attempt to engage any employee, contractor, subcontractor, consultant or supplier Introduced to the Client by Stalytics in connection with the Services, except with Stalytics' prior written consent.
- 16.7 Clause 16.6 does not prevent the Client from engaging a person or supplier where the Client can demonstrate that the relationship existed independently before the Services or arose through a general public advertisement or approach not targeted at Stalytics' personnel, contractors, subcontractors, consultants or suppliers.
- 16.8 Where the Client breaches clause 16.6, Stalytics may recover its reasonable losses, recruitment costs, replacement costs, management time and any other remedy available under the Agreement or applicable law.
- 16.9 Nothing in this clause prevents Stalytics from using general third-party providers, AI-assisted tools, processors, platforms, software, cloud services, document tools, payment processors, email providers, file-sharing services or professional advisers in the ordinary course of business.

17. Publicity, Testimonials & Case Studies

- 17.1 Stalytics shall not publicly use the Client's name, logo, testimonial, report, project details, Deliverables, screenshots, findings or case study information for marketing purposes without the Client's written consent.

- 17.2 Where the Client voluntarily provides a testimonial, review, endorsement or written feedback, the Client grants Stalytics permission to use that testimonial, review, endorsement or feedback for marketing, website, portfolio, social media, proposal and business development purposes, unless the Client expressly states otherwise in writing. This permission applies only to the testimonial, review, endorsement or feedback provided and does not by itself permit Stalytics to publish confidential Client Materials, Deliverables, screenshots, report extracts, evidence files or non-public project details.
- 17.3 Stalytics may edit testimonials or feedback for spelling, grammar, formatting, clarity, length or presentation, provided that the meaning is not materially changed.
- 17.4 The Client may ask Stalytics to stop using a testimonial, review, endorsement or feedback in future public materials. Stalytics shall take reasonable steps to remove or stop using it within a reasonable period, but shall not be required to recall, delete or amend materials already printed, published, distributed, archived, indexed, cached or used in completed Proposals or historic records.
- 17.5 Stalytics may refer to the Client's business name, trading name, project, service type or engagement internally for record keeping, audit trail, quality control, operational tracking and business administration.
- 17.6 Stalytics may use anonymised or aggregated learning, examples, patterns, observations or non-client-specific insights from Services for internal improvement, training, content development, service refinement, templates, methodologies, thought leadership or business development, provided that Stalytics does not disclose the Client's confidential information, personal data or identifiable non-public information.
- 17.7 Stalytics shall not publish screenshots, report extracts, evidence files, identifiable findings, Client Materials or non-public project details without the Client's consent, unless required by law or necessary to establish, exercise or defend legal rights.
- 17.8 The Client shall not publicly use Stalytics' name, logo, report, Deliverables, findings, screenshots or materials in a way that suggests endorsement, certification, legal approval, regulatory approval, partnership, guarantee or public recommendation unless expressly agreed in writing by Stalytics.
- 17.9 Nothing in this clause prevents either party from making disclosures required by law, regulation, court order, professional obligation, insurer requirement or competent authority.

18. Anti-Bribery, Sanctions & Compliance

- 18.1 Each party shall comply with all applicable laws, regulations and legal obligations relevant to its performance under the Agreement.
- 18.2 The Client shall not use the Services, Deliverables, reports, findings, recommendations, observations or materials provided by Stalytics for any unlawful, fraudulent, misleading, abusive, harmful, discriminatory, infringing, unethical or unauthorised purpose.
- 18.3 The Client shall not request, instruct, require or encourage Stalytics to:
- 18.3.1 provide legal advice, regulatory representation or legal opinions;
 - 18.3.2 falsify, conceal, alter, misrepresent or suppress findings, evidence, risks, observations or limitations;
 - 18.3.3 create misleading, deceptive, incomplete or inaccurate materials;

- 18.3.4 bypass, evade or undermine legal, regulatory, contractual, security, privacy, cookie, consent, accessibility or data protection obligations;
- 18.3.5 access, test, scrape, interfere with, disrupt or misuse any website, system, platform, account, tool, network or data without appropriate authority;
- 18.3.6 process unlawful, excessive, unnecessary, sensitive, confidential or unauthorised personal data;
- 18.3.7 act in a way that Stalytics reasonably considers unlawful, unethical, unsafe, misleading, reputationally harmful or inconsistent with the Agreement.
- 18.4 Each party shall comply with applicable anti-bribery, anti-corruption, anti-fraud, anti-money laundering and sanctions laws.
- 18.5 The Client confirms that it is not subject to sanctions, trade restrictions or legal restrictions that would make provision of the Services unlawful or materially risky for Stalytics.
- 18.6 The Client shall not offer, promise, give, request, agree to receive or accept any bribe, improper payment, secret commission, inducement or other improper advantage in connection with the Agreement.
- 18.7 Stalytics may refuse, suspend or terminate the Services immediately where Stalytics reasonably believes that continuing the Services may involve unlawful activity, sanctions risk, fraud risk, bribery risk, corruption risk, money laundering risk, data protection risk, security risk, reputational risk or other serious compliance risk.
- 18.8 A breach of this clause 18 by the Client shall be treated as a material breach of the Agreement and may entitle Stalytics to suspend or terminate the Agreement in accordance with clause 7.
- 18.9 Stalytics may carry out reasonable checks, request information or require confirmations where necessary to assess business identity, authority, payment legitimacy, sanctions risk, fraud risk, service suitability, scope suitability or compliance risk.
- 18.10 The Client shall promptly provide reasonable information requested by Stalytics for the purposes of compliance, identity, authority, payment verification, sanctions screening, fraud prevention, scope assessment or risk management.
- 18.11 Stalytics shall not be required to provide Services where doing so would breach law, regulation, sanctions, third-party provider terms, data protection obligations, security obligations, professional obligations or Stalytics' legitimate risk controls.
- 18.12 The Client shall indemnify Stalytics against losses, claims, damages, liabilities, costs and expenses arising from the Client's breach of this clause 18, unlawful instructions, misleading use of Deliverables, breach of sanctions, fraud, bribery, corruption, money laundering, unauthorised access, unlawful data disclosure or unlawful use of the Services.
- 18.13 This clause 18 shall survive termination or completion of the Agreement.

18.14 Stalytics is committed to lawful and ethical conduct. Any person who becomes aware of actual or suspected bribery, corruption, fraud, money laundering, sanctions breach or other unlawful or unethical conduct in connection with the Agreement is encouraged to report it in confidence to support@stalytics.com. Stalytics will treat any such report seriously and will not penalise anyone for raising a genuine concern in good faith.

19. Severance, Waiver & Entire Agreement

- 19.1 If any provision of the Agreement is found by a court, tribunal, regulator or competent authority to be invalid, unlawful, unenforceable or ineffective, that provision shall be treated as modified to the minimum extent necessary to make it valid, lawful and enforceable.
- 19.2 If modification is not possible, the relevant provision shall be treated as deleted, but the remaining provisions of the Agreement shall continue in full force and effect.
- 19.3 A failure or delay by Stalytics in exercising any right, remedy, power or privilege under the Agreement shall not operate as a waiver of that right, remedy, power or privilege.
- 19.4 A single or partial exercise of any right, remedy, power or privilege shall not prevent any further or other exercise of that right, remedy, power or privilege.
- 19.5 Any waiver must be given in writing by Stalytics and shall apply only to the specific matter for which it is given.
- 19.6 The Agreement constitutes the entire agreement between Stalytics and the Client in relation to the relevant Services and supersedes all prior discussions, negotiations, Proposals, representations, statements, understandings or agreements relating to those Services, whether written or oral.
- 19.7 The Client acknowledges that it has not relied on any statement, promise, representation, assurance, estimate, marketing material, website content or understanding that is not expressly included in the Agreement.
- 19.8 Nothing in this clause excludes or limits liability for fraud, fraudulent misrepresentation, deliberate concealment or reckless misrepresentation.
- 19.9 No person other than Stalytics and the Client shall have any right to enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999, unless expressly stated otherwise in writing.
- 19.10 The Agreement does not create any partnership, joint venture, employment relationship, agency relationship, fiduciary relationship or exclusive relationship between Stalytics and the Client.
- 19.11 The Client shall not represent that it has authority to bind Stalytics, act on behalf of Stalytics, or make statements, commitments, warranties or representations for Stalytics.
- 19.12 Any provision of the Agreement intended by its nature to survive termination or completion shall continue in effect, including provisions relating to confidentiality, data protection, intellectual property, payment, liability, indemnities, restrictions on use of Deliverables, dispute handling, records, governing law and any accrued rights.

20. Dispute Resolution

- 20.1 Before commencing court proceedings, the parties shall first attempt in good faith to resolve any dispute arising out of or in connection with the Agreement through senior-level negotiation. If the dispute is not resolved within 30 days of written notice of the dispute, either party may propose mediation through the Centre for Effective Dispute Resolution (CEDR) or another mutually agreed mediator. Nothing in this clause prevents either party from applying to the courts for urgent injunctive or interim relief at any time, and the time limits in this clause shall not prevent a party from issuing proceedings to avoid the expiry of any limitation period.

21. Governing Law & Jurisdiction

- 21.1 The Agreement and any dispute, claim, issue or matter arising out of or in connection with it, including non-contractual disputes or claims, shall be governed by and interpreted in accordance with the law of England and Wales.
- 21.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute, claim, issue or matter arising out of or in connection with the Agreement, including any non-contractual dispute or claim.
- 21.3 Nothing in this clause prevents Stalytics from seeking urgent injunctive, interim or protective relief in any court of competent jurisdiction where necessary to protect its confidential information, Intellectual Property Rights, data, systems, workflows, methods, templates, trade secrets, AI-assisted tooling, internal processes, business, reputation, rights or legitimate interests.
- 21.4 The Client agrees that it shall not bring any claim, dispute or proceedings arising out of or in connection with the Agreement in any jurisdiction other than England and Wales, except where clause 21.3 applies or where such restriction is not legally enforceable.
- 21.5 Where the Client is domiciled in Scotland or Northern Ireland, or where applicable law or treaty provisions prevent the exclusive jurisdiction of the courts of England and Wales from being enforced, the courts of England and Wales shall nonetheless have non-exclusive jurisdiction, and nothing in this clause prevents proceedings being brought in the courts of the Client's home jurisdiction within the United Kingdom where required by law.

22. Contact Details

- 22.1 Stalytics' contact details are:
- 22.1.1 Estalytics Ltd trading as Stalytics;
 - 22.1.2 Company number: 16412155;
 - 22.1.3 Registered office: 65 Lansdown Crescent, Bath, United Kingdom, BA2 0JX;
 - 22.1.4 General support and enquiries: support@stalytics.com;
 - 22.1.5 Data protection enquiries: privacy@stalytics.com;
 - 22.1.6 Service enquiries: enquiries@stalytics.com;
 - 22.1.7 VAT number: 494843934;
 - 22.1.8 Information Commissioner's Office registration number: ZB950355.
- 22.2 Notices and service communications shall be handled in accordance with clause 15.
- 22.3 Stalytics may update its contact details from time to time by publishing updated details on its website or notifying the Client in writing.