



Website Terms & Conditions

Estalytics Ltd trading as Stalytics

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For an accessible HTML version of this document, visit:

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

Introduction

These Website Terms & Conditions ("Website Terms") govern your use of the Website.

The Website is operated by Estalytics Ltd, company number 16412155, trading as Stalytics, a company registered in England and Wales ("we", "us", "our", "Stalytics").

By accessing or using the Website, you agree to be bound by these Website Terms and the policies incorporated by reference, including our [Privacy Policy](#), [Cookie Policy](#) and ["Copyright Policy"](#).

If you purchase or engage Stalytics for Services, those Services are governed by the applicable Service Agreement, Proposal, Statement of Work, [Master Terms & Conditions](#) and any documents incorporated by reference into that Agreement. These Website Terms govern general use of the Website only and do not override any Service Agreement, Proposal, Statement of Work, [Master Terms & Conditions](#) or other document incorporated into the applicable Agreement.

In the event of inconsistency between these Website Terms and the [Master Terms & Conditions](#), Service Agreement, Proposal or Statement of Work, the order of precedence stated in the [Master Terms & Conditions](#) shall apply.

1. Definitions

- 1.1 "Content" means all text, graphics, images, software, audio, video, information, documents, downloads, service descriptions, policy materials, website copy and other materials available on the Website.
- 1.2 "User" means any person who accesses or uses the Website.
- 1.3 "User Content" means any content, information, file, document, URL, message or material that you submit, upload or transmit through the Website, including through contact forms, enquiry forms, checkout flows or file-upload functionality.
- 1.4 "Website" means the Stalytics website at <https://stalytics.com> and any associated subdomains, staging pages, demonstration pages or public-facing website areas operated by Estalytics Ltd trading as Stalytics.
- 1.5 "Website Terms" means these Website Terms & Conditions.
- 1.6 Capitalised terms used but not defined in these Website Terms, including "Agreement", "Client", "Cookie Policy", "Copyright Policy", "Intellectual Property Rights", "Master Terms & Conditions", "Optional Cookies", "Privacy Policy", "Proposal", "Service Agreement", "Services", "Statement of Work", and "UK GDPR", have the meanings given to them in the [Master Terms & Conditions](#) or the relevant incorporated policy where applicable, unless the context requires otherwise. Words in the singular include the plural and words in the plural include the singular.
- 1.7 The following policies, as updated from time to time, are incorporated by reference and apply to your use of the Website where relevant: [Privacy Policy](#), [Cookie Policy](#) and [Copyright Policy](#).

2. Acceptance of Terms

- 2.1 By using the Website, you confirm that you accept these Website Terms and that you agree to comply with them.
- 2.2 If you do not agree to these Website Terms, you must not use the Website.
- 2.3 We may revise these Website Terms from time to time by updating this page. We will notify users of any material changes to these Website Terms by posting a prominent notice on our website or, where we hold your contact details, by sending an email notice at least 30 days before the changes take effect. Your continued use of the Website after the effective date of any changes constitutes your acceptance.

3. Use of the Website

- 3.1 Your use of the Website must be lawful and must not interfere with the operation, security, integrity or availability of the Website.
- 3.2 Prohibited activities include, but are not limited to:
 - 3.2.1 breaching any applicable law or regulation;
 - 3.2.2 transmitting spam, unsolicited advertising or harmful communications;

- 3.2.3 knowingly introducing viruses, malware, malicious code or harmful material;
- 3.2.4 attempting to gain unauthorised access to the Website, our systems, servers, accounts, forms, payment flows, files, data or connected services;
- 3.2.5 interfering with the security, operation or availability of the Website;
- 3.2.6 infringing our Intellectual Property Rights or those of others;
- 3.2.7 scraping, crawling, copying, harvesting or using automated means to access Content without our express written permission;
- 3.2.8 submitting unlawful, misleading, defamatory, offensive, confidential, sensitive, excessive, unauthorised or irrelevant material;
- 3.2.9 using the Website in a way that creates a material, unreasonable or foreseeable legal, operational, security, reputational, data protection or compliance risk for Stalytics.
- 3.3 We may suspend, restrict or terminate your access to the Website where we reasonably believe you have breached these Website Terms, misused the Website, created risk for Stalytics, or acted unlawfully.
- 3.4 You are responsible for ensuring that anyone who accesses the Website through your internet connection or systems is aware of these Website Terms and complies with them.

4. Intellectual Property Rights

- 4.1 We are the owner or the licensee of all Intellectual Property Rights in the Website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. For more detail, please see our [Copyright Policy](#).
- 4.2 You may print one copy and download extracts of pages from the Website for lawful internal business use only.
- 4.3 You must not modify any materials you have printed or downloaded, and you must not use any illustrations, photographs, or graphics separately from any accompanying text.
- 4.4 Our status, and that of any identified contributors, as the authors of Content must always be acknowledged. You must not copy, reproduce, republish, resell, redistribute, commercially exploit, scrape, adapt or use any part of the Content for public, competing or unauthorised commercial purposes without obtaining a licence to do so from us or our licensors.

5. User Content and Submitted Materials

- 5.1 Any User Content you provide through the Website may be used, stored, copied and processed by Stalytics for the purpose of responding to your enquiry, managing Service requests, processing orders, providing Services, maintaining records, complying with legal obligations and protecting Stalytics' legitimate business interests.

- 5.2 You retain ownership of your User Content, but you grant Stalytics a limited licence to use, store, copy, review, process and reproduce that User Content for the purposes described in clause 5.1. This licence continues for as long as we reasonably need to retain the User Content for the purposes set out in clause 5.1, or until you exercise any applicable data protection rights in relation to your personal data, whichever is earlier. Termination of the licence does not require us to delete records that we are legally required or legitimately entitled to retain.
- 5.3 You warrant that any User Content you submit:
- 5.3.1 is accurate, lawful, relevant and not misleading;
 - 5.3.2 is your own content or you have the necessary rights, permissions, licences, consents and authority to submit it;
 - 5.3.3 does not infringe any third-party Intellectual Property Rights, confidentiality rights, privacy rights, data protection rights or other legal rights;
 - 5.3.4 does not contain unnecessary personal data, special category data, criminal offence data, passwords, credentials, payment card details, confidential third-party information or unrelated sensitive material unless expressly requested by Stalytics or clearly required for the relevant Service;
 - 5.3.5 does not contain defamatory, obscene, offensive, abusive, discriminatory, unlawful or harmful material.
- 5.4 We may refuse, delete, ignore, restrict, redact or return User Content where we reasonably consider it unnecessary, excessive, unlawful, unsafe, confidential beyond the intended purpose, outside scope, technically unsuitable or likely to create legal, operational, security or data protection risk.

6. Privacy and Data Protection

- 6.1 Our [Privacy Policy](#) explains how we process personal data collected through the Website, including enquiry information, form submissions, Service requests, payment-related records, files voluntarily uploaded by Users, Website usage information and other information you provide to us.
- 6.2 We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 6.3 We are registered with the Information Commissioner's Office (ICO) under registration number ZB950355.

7. Cookies

- 7.1 The Website uses cookies to distinguish you from other Users. This helps us provide a good experience when you browse and allows us to improve the Website.
- 7.2 The Website currently uses only strictly necessary cookies, together with cookieless analytics and bot protection, so no consent banner is required. If we introduce optional cookies in future, we will set them only with your consent via a cookie consent banner. See our [Cookie Policy](#).

8. Service Availability

- 8.1 Termination of Access: We may suspend or terminate your access to the Website immediately and without notice where we reasonably believe you have breached these Website Terms or where your use creates legal liability. Where we suspend or restrict the Website for operational or business reasons, we will endeavour to provide reasonable notice where practicable.
- 8.2 We do not guarantee that the Website, or any Content on it, will always be available or be uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of our Website for business and operational reasons.

9. Disclaimers and No Guarantees

- 9.1 The Content on the Website is provided for general information only. The Content is not intended to amount to professional, financial, or legal advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on the Website.
- 9.2 We make no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up to date. Your use of any information or materials on the Website is at your own risk, subject to the limitations and exclusions set out in these Website Terms.
- 9.3 No Guarantees of Outcome: Stalytics does not guarantee any specific legal, regulatory, commercial, reputational, technical, accessibility, privacy, cookie compliance, SEO, conversion, sales, ranking, traffic, performance or business outcome as a result of using the Website, reading Content or engaging our Services. Any testimonials, examples or case studies shown on the Website are illustrative only and should not be treated as guarantees.
- 9.4 To the fullest extent permitted by law, we exclude all representations, warranties, conditions and other terms which might otherwise be implied by statute, common law or the law of equity. This exclusion does not apply to any term that cannot lawfully be excluded, including (where applicable) the obligation under the Supply of Goods and Services Act 1982 to perform any services with reasonable skill and care.

10. Limitation of Liability

- 10.1 Nothing in the Website Terms excludes or limits our liability for death or personal injury arising from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 10.2 To the fullest extent permitted by law, we will not be liable to any User for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 10.2.1 use of, or inability to use, the Website; or
- 10.2.2 use of or reliance on any Content displayed on the Website.

- 10.3 For the avoidance of doubt, where you are a Client of Estalytics Ltd trading as Stalytics under a separate Service Agreement, Proposal, Statement of Work or [Master Terms & Conditions](#), the liability provisions in the applicable Agreement and the [Master Terms & Conditions](#) shall govern the parties' rights and remedies in relation to contracted Services.
- 10.4 If you use the Website for business purposes, please note that in particular, we will not be liable for:
- 10.4.1 loss of profits, sales, business, or revenue;
 - 10.4.2 business interruption;
 - 10.4.3 loss of anticipated savings;
 - 10.4.4 loss of business opportunity, goodwill or reputation; or
 - 10.4.5 any indirect or consequential loss or damage.

11. Links to Third-Party Websites

- 11.1 The Website may contain links to other websites, platforms and resources provided by third parties, such as company profiles, social media pages, messaging platforms, payment pages or other external services. These links are provided for your information only. We have no control over the contents, availability, security, privacy practices, cookie practices or terms of those sites or resources.
- 11.2 The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. We are not responsible for them or for any loss or damage that may arise from your use of them.
- 11.3 The Website may integrate with or rely on third-party services, platforms and infrastructure to provide its functionality. These may include services for payment processing, data storage, hosting, analytics, security, bot protection, file delivery, document handling and communications. Your interaction with any such third-party service may be governed by that service's own terms and privacy information. Stalytics is not responsible for, and accepts no liability for, the content, functionality, availability, security, performance, cookie practices or data practices of any third-party service.

12. Governing Law, Jurisdiction and Accessibility

- 12.1 These Website Terms are governed by the law of England and Wales.
- 12.2 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 these Website Terms, including any non-contractual dispute or claim.
- 12.2A Where applicable law prevents the exclusive jurisdiction of the courts of England and Wales from being enforced (for example in respect of a User domiciled in Scotland or Northern Ireland), the courts of England and Wales shall nonetheless have non-exclusive jurisdiction over any dispute.
- 12.3 We aim to make the Website accessible and usable. If you experience difficulty accessing any part of the Website, please contact us using the contact details below so we can review the issue.

- 12.4 Complaints. We aim to resolve any concerns promptly and in good faith. If you have a complaint about the Website, please contact us first using the details in clause 14 and we will endeavour to acknowledge and respond within a reasonable time. This does not affect your legal rights or any dispute-resolution provisions in a separate Service Agreement or the [Master Terms & Conditions](#).

13. Terms of Business for Services

- 13.1 These Website Terms govern general use of the Website only.
- 13.2 The provision of paid or contracted Services is governed by the applicable Service Agreement, Proposal, Statement of Work, [Master Terms & Conditions](#) and any documents incorporated by reference into that Agreement.

14. Contact Information

- 14.1 If you have any questions about these Website Terms, please contact us at:
- 14.1.1 Estalytics Ltd (trading as Stalytics);
 - 14.1.2 General support and enquiries: support@stalytics.com;
 - 14.1.3 Registered Office: 65 Lansdown Crescent, Bath, United Kingdom, BA2 0JX;
 - 14.1.4 Registered in England and Wales;
 - 14.1.5 Company No: 16412155;
 - 14.1.6 VAT No: 494843934;
 - 14.1.7 Information Commissioner's Office registration number: ZB950355.