



Website Terms & Conditions

Estalytics Ltd trading as Stalytics

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Introduction

These Website Terms and Conditions ("Website Terms") govern your use of the Stalytics website (<http://www.stalytics.com>) and all associated subdomains and pages, including the Tool Suite and demo pages (collectively, 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 our Website, you agree to be bound by these Website Terms. If you do not agree to these terms, please do not use our Website.

1. Definitions

- "Content" means all text, graphics, images, software, audio, video, information, and other materials available on the Website, including the content within the "Tool Suite" and demo sites.
- "Services" means the services provided by Stalytics as described on the Website and in client Proposals. This includes, but is not limited to:
 - Fixed-Price Website Packages (e.g., "Digital Brochure," "Signature Website");
 - The Website Maintenance Plan;
 - Custom Projects and Ad-Hoc work.
- For the avoidance of doubt, services provided by third parties, such as domain registration and website hosting, are not considered Services performed by Stalytics, even where we advise on or facilitate their procurement.
- "Tool Suite Materials" means all downloadable content, templates, guides, and other resources made available within the "Tool Suite" section of the Website.
- "User" means any person who accesses or uses the Website.
- "User Content" means any content, information, or material that you submit, upload, or transmit through the Website, for example, via a contact form.

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 at any time by amending this page and putting a notice on the homepage. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Your continued use of the Website following the posting of revised terms means that you accept and agree to the changes.

3. Use of the Website

3.1 You may use the Website for lawful purposes only. You must not use the Website:

- In any way that breaches any applicable local, national, or international law or regulation.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, or other harmful programs or computer code designed to adversely affect the operation of any computer software or hardware.
- To attempt to gain unauthorised access to our Website, the server on which our Website is stored, or any server, computer, or database connected to our Website.
- To reproduce, duplicate, copy, or re-sell any part of our Website or its Content in contravention of the provisions of these terms.
- To use any of the Tool Suite Materials in a way that violates the limited license granted in clause 4.5.

3.2 You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these terms and comply 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, including but not limited to the design, text, graphics, the "Tool Suite", and all demo websites ("Photography Demo", "Renovations Demo", "BioTech Demo"). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal, non-commercial use and you may draw the attention of others to content posted on the Website.

4.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.

4.4 Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

4.5 Notwithstanding clause 4.4, all materials expressly made available for download within the "Tool Suite" section of the Website, including but not limited to PDFs and lead magnet templates, are provided to you under a limited, non-exclusive, royalty-free license. This license permits you to download, modify, customise, and use these specific materials for your own personal and commercial business purposes. However, you are expressly prohibited from reselling, redistributing, or sub-licensing these materials in their original or modified form.

5. User Content

5.1 Any content you provide to us through the Website (e.g., via a contact form) will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us a limited licence to use, store, and copy that content for the purpose of responding to your enquiry and providing our Services.

5.2 You warrant that any content you submit:

- Is your own original work or you have the necessary rights and permissions to submit it.
- Does not infringe any third party's intellectual property rights.
- Does not contain any defamatory, obscene, offensive, or illegal material.
- Complies with all applicable laws and regulations.

6. Privacy and Data Protection

6.1 Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us, can be found at [Stalytics privacy policy](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

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 to provide you with a good experience when you browse and allows us to improve our site.

7.2 For detailed information on the cookies we use and the purposes for which we use them, please see our [Cookie Policy](#), which is available on our Website. By continuing to use the Website, you consent to our use of cookies, subject to your preferences, which you can manage via our cookie consent banner or settings.

8. Prohibited Uses

You must not use the Website:

- For any unlawful purpose or to solicit others to perform or participate in any unlawful acts.
- To violate any international, federal, provincial, or state regulations, rules, or laws.
- To infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate.
- To submit false or misleading information.
- To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet.
- To spam, phish, pharm, pretext, spider, crawl, or scrape for any purpose.
- For any obscene or immoral purpose.

9. Service Availability

9.1 Termination of Access We reserve the right to suspend or terminate your access to the Website at any time, without notice, if we reasonably believe you have breached these Website Terms or are using the Website in a manner that could cause legal liability or disrupt others' use.

9.2 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.

10. Disclaimers and No Guarantees

10.1 The Content and Tool Suite Materials on our Website are provided for general information only. They are 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 our Website.

10.2 We make no representations, warranties, or guarantees, whether express or implied, that the Content or Tool Suite Materials are accurate, complete, or up-to-date. Your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable.

10.3 **No Guarantees of Outcome:** Stalytics does not guarantee any specific business outcome, increase in traffic, or revenue as a result of using our Services or Tool Suite Materials. Any testimonials or examples shown on the Website are for illustrative purposes only and do not represent a guarantee of results.

10.4 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.

10.5 We do not warrant that the Website will be constantly available, or available at all, or that the information on the Website is complete, true, accurate, or non-misleading.

11. Limitation of Liability

11.1 Nothing in these 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.

11.2 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:

- use of, or inability to use, our Website; or
- use of or reliance on any Content or Tool Suite Materials displayed on our Website.

- 11.3 If you are a business user, please note that in particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

12. Links to Third-Party Websites

- 12.1 The Website may contain links to other websites and resources provided by third parties, such as our social media profiles (Facebook, WhatsApp, Instagram). These links are provided for your information only. We have no control over the contents of those sites or resources.
- 12.2 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.
- 12.3 The Website may integrate with or rely on third-party services, platforms, and infrastructure to provide its full functionality. These may include, but are not limited to, services for payment processing, data storage, hosting, analytics, and communications. Your interaction with any such third-party service is governed by that service's own terms and privacy policies. Stalytics is not responsible for, and accepts no liability for, the content, functionality, security, or data practices of any third-party service.

13. Governing Law and Jurisdiction

- 13.1 These Website Terms are governed by English law and you can bring legal proceedings in respect of the Website in the English courts.
- 13.2 If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms affects your rights as a consumer to rely on such mandatory provisions of local law.
- 13.3 We are committed to ensuring accessibility for all users, including those with disabilities. If you experience difficulty accessing any part of our Website, please contact us at legal@stalytics.com so we can assist you or provide the information you need in an accessible format.

14. Terms of Business for Services

- 14.1 These Website Terms govern the use of the Stalytics Website. The provision of our paid Services, including but not limited to "Fixed-Price Packages" and "Custom Projects", is governed by a separate client agreement, proposal, or statement of work.
- 14.2 In the event of any conflict between these Website Terms and the terms of a specific client agreement, the terms of the client agreement shall prevail.

15. Contact Information

You may [download a PDF version of these Terms and Conditions](#) for your records.

If you have any questions about these Website Terms, please contact us at:

Estalytics Ltd (trading as Stalytics)
Email: legal@stalytics.com
Registered Office: 65 Lansdown Crescent, Bath, United Kingdom, BA2 0JX
Registered in England and Wales
Company No: 16412155
VAT No: 494843934
ICO Registration No: ZB950355

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