



Methree Limited – Terms Of Service

Welcome to MeThree! We're excited to have you with us. Before we embark on this journey together, it's important to establish a clear understanding of our mutual rights and responsibilities. This agreement ("**Agreement**") between you, the client, and MeThree Limited ("**MeThree**", "we", "us") is comprised of these Terms of Service ("**Terms**") and any proposal, quotation, or document (the "**Proposal**") that outlines the services we agree to provide you, referencing these Terms. This Agreement becomes effective upon your acceptance, which may be through signing the Proposal or other means of acceptance.

1. Scope of Services

- a. We will provide the services described in the Proposal or, where the Proposal relates to a retainer arrangement, the services agreed between you and us (**Services**).
- b. We will provide any specific creative outputs we've agreed to provide to you in performing the Services, like designs, visual assets, written copy or websites (**Deliverables**).
- c. We will agree timings with you and will try to work to those timings: however, any dates or timings for performance are estimates only.
- d. If we don't perform the Services as agreed then we will conduct remedial work without charge, and that will be your only and final remedy. You must notify us of any defects within thirty days after completion of the relevant Services.
- e. Where the Services include search engine optimisation or marketing campaigns we do not guarantee any particular result (like any Google ranking or any conversion rate).



- f. We will comply with all laws applicable to our business in the UK (for example, in relation to anti-bribery, modern slavery and labour laws).

2. Your Responsibilities

- a. cooperate with us in relation to the Services, and perform any particular responsibilities allocated to you in the Proposal;
- b. ensure that the scope of work in any Proposal is complete and reflects your requirements; and
- c. provide, within a reasonable time, whatever inputs, information, instructions or approvals we may need to provide the Services.
- d. You will ensure that all information, content or other inputs provided by you to us (**Your Content**) will be lawful, accurate and complete, and that our use of Your Content for the Services will not infringe any third party's rights. You will indemnify us against any third party claim brought or threatened against us in connection with our use of Your Content.
- e. If you don't perform your obligations then we may suspend any of the Services which depend on your performance, and/or charge for any additional time we incur.

3. Deliverables

- a. If you approve any Deliverable or specification then we may rely on it in performing the rest of the Services and may charge for any further changes or edits. In short: if you "change your mind" then we may charge for additional time incurred as a result.
- b. You must approve Deliverables, or request changes or edits, promptly after submission. We may charge for time addressing any revisions not included within the fees set out in the Proposal. If you do not respond to any submission within seven days then we will treat this as approval of the Deliverable. Likewise, any publication or live use of any Deliverable will be treated as approval.

- c. Ownership of the intellectual property rights in Deliverables will depend on what they are:
 - i. the rights in visual designs and written copy will belong to you from the moment you have paid for the Services in full;
 - ii. the rights in website code which is written newly for you will belong to you from the moment you have paid for the Services in full. Any rights in pre-existing code will remain with us or our licensors, but you can freely use, copy and modify that code (subject only to any third party licence terms); and
 - iii. the rights in workshop materials will remain with us, but you can use those materials freely for your internal business purposes.
 - d. If any Deliverables contain any third party content – for example, stock photographs, icons or visual assets from a commercial library, or plug-ins – then:
 - i. we will agree with you which party will be responsible for sourcing that content (if it's you then we'll treat this as Your Content); and
 - ii. it is your responsibility to ensure that your use of that third party content complies with any applicable licence terms. If we provide assets for printed flyers, for example, then you may need a further licence to use those assets in another campaign or medium. You can ask us for further information.
4. Fees and payment
- a. The fees for our Services will be set out in the Proposal. Where the fees are based on our standard rates we may update those rates from time to time.
 - b. We will recharge expenses incurred by us in providing the Services without mark-up. Significant expenses will either be identified in the Proposal or otherwise agreed with you in advance.

- c. Fees may be calculated on a time-and-materials basis or a fixed-price basis. If the fees are calculated on a fixed-price basis then we may increase them to reflect our additional time if any change to the scope of the Services is requested by you or becomes necessary due to the failure of any assumption or dependency in our Proposal.
 - d. We shall invoice you at the intervals or in the instalments set out in the Proposal or otherwise monthly in arrears.
 - e. Invoices are due and payable within ten days of their date. If you do not make any overdue payment within seven days of our request that you do so, we may suspend the provision of the Services.
 - f. All sums are stated exclusive of VAT.
5. Third party products and services
- a. Websites developed by us may require the use of third party products or services (for example, WordPress). While we will identify these products or services in the Proposal, it is your responsibility to ensure that you comply with any applicable licence terms.
 - b. We are not responsible for any third party's products or services or any defects in them.
6. Liability
- a. Nothing in the Agreement limits or excludes our liability for anything for which we cannot lawfully limit or exclude our liability (like fraud).
 - b. We are not liable for indirect or consequential loss, damage, costs or expenses.
 - c. We are not liable for loss, damage, costs or expenses, whether direct or indirect, within any of the following categories: loss of business, loss of revenue, loss of contract, loss of profit, loss of reputation or loss of data.
 - d. Our total aggregate liability to you in connection with the Agreement (however arising) will not exceed the value of the fees paid for the

Services (excluding expenses) during the six months preceding the date on which the first event giving rise to liability occurred.

- e. You agree, as far as is lawful, that you will not bring any claim against any of our employees or officers in connection with the Services.
- f. As far as permitted by law, our only warranties are those set out in the Agreement.

7. Confidentiality and Publicity

- a. If either you or we disclose to the other any information of a confidential nature, then the recipient will:
 - i. keep it confidential, and disclose it only to its employees and contractors for the purposes of the Agreement, or to its legal and professional advisors (in each case under obligations of confidence), or as required by law; and
 - ii. not use it other than as anticipated by the Agreement.
- b. Although we won't disclose any confidential information, we may refer to you as a client on our website, in conversation or in correspondence (for instance, if we are pitching for work from a prospective client in a similar industry) and may publish or link to Deliverables for portfolio purposes.
- c. When we develop a website for you, we may include links to our own website in that website.

8. Data Protection

- a. For the purposes of data protection law, we are a data controller in our own right in relation to most personal data you provide to us in connection with the Services. We will comply with our legal obligations in relation to that data and will use it in accordance with the Privacy Notice on our website. You will ensure that any provision of personal data by you to us is lawful.

- b. In some circumstances we act as your data processor when providing our Services: when we provide website hosting and when we conduct email campaigns for you. In those cases our Data Processing Annex will apply to our processing activities.

9. Termination

- a. Either party may terminate the Agreement by written notice to the other party if:
 - i. the other party commits a material breach of the Agreement and (if the breach is remediable) fails to remedy it within thirty days after being asked to remedy it (or if the breach is your late payment, within seven days); or
 - ii. the other party becomes insolvent or bankrupt, enters into administration, ceases to trade or suffers any similar event.
- b. Either party can terminate the Agreement for convenience by thirty days' written notice. If so:
 - i. we will provide the relevant Services until termination or, if agreed with you, "wind down" the relevant Services as far as possible (and until we are able to re-allocate any committed staff, you will pay for them at the agreed rate); and
 - ii. you will pay for any commitments (like printing) which we cannot freely cancel, and will not be entitled to any refund of any prepayments made by you before termination (like annual hosting fees).
- c. Termination of the Agreement will not affect our or your rights or remedies. Clauses 5, 6, 7, 8 (if we continue to process any relevant personal data), 9c and 10 shall survive termination.

10. General Provisions



- a. As long as we're providing the Services, and for six (6) months afterwards, you may not offer to employ or engage any of our staff or encourage them to apply to work for you. If they respond to a public recruitment notice without your encouragement, though, then that's OK
- b. You may not assign the Agreement without our consent, which we won't withhold without good reason. You accept that we may use sub-contractors, but we'll be responsible for their performance.
- c. Any waiver of any right under the Agreement must be in writing to be effective.
- d. The Agreement is between you and us, and in entering into the Agreement you do not rely on any other representation or warranty. These Terms alone apply to the Agreement and any other terms of yours (e.g. referred to in a purchase order), or which might be implied, are excluded.
- e. Neither party will be liable for any delay in performing, or failure to perform, any of its obligations under the Agreement resulting from events or circumstances beyond its control.
- f. We and our staff are your contractors, not employees.
- g. Any notice in connection with the Agreement will be in writing and addressed to the recipient at the address in the Proposal or any address or contact details as may have been provided for contact purposes.
- h. If any competent authority determines that any provision or part-provision of the Agreement is invalid, unlawful or unenforceable then it will be severed from the rest of the Agreement, which will continue in force.
- i. Nothing in the Agreement creates any relationship of agency between you and us or entities either party to enter into any commitment on behalf of the other.



- j. No third party may enforce the Agreement.
- k. Any change to the Agreement must be agreed in writing and signed by both you and us.
- l. If any dispute arises between you and us, then you and we will try to resolve it through good faith discussion. If we can't resolve the dispute within thirty days then either party can bring a claim. The Agreement, and claims connected with it, are governed by the laws of, and subject to the exclusive jurisdiction of the courts of, England and Wales.
- m. In the event of conflict, the Proposal takes priority over these Terms.

Anti-Bribery and Corruption

MeThree Limited commits to conducting business in a lawful and ethical manner. We have a zero-tolerance policy towards bribery and corruption. All employees and associates are required to comply with the UK Bribery Act 2010, ensuring no bribes, inducements, or incentives are offered, given, or received to gain any commercial, contractual, or personal advantage.

Prevention of Modern Slavery

We are dedicated to preventing acts of modern slavery and human trafficking within our business and supply chain. Consistent with the Modern Slavery Act 2015, we conduct due diligence processes to ensure our business dealings are transparent and ethical. We expect the same high standards from all of our contractors, suppliers, and other business partners.

Climate Action Support through Ecologi

MeThree Limited is committed to environmental stewardship. As part of our dedication to combat climate change, we pledge to offset a portion of our carbon emissions by investing in climate action projects through our partnership with Ecologi. This includes



tree planting and supporting renewable energy projects, reinforcing our commitment to a sustainable future.

Methree Limited – Website Hosting Terms

Thanks for engaging MeThree! These Website Hosting Terms apply when we provide website hosting services to you. These are supplemental to our Terms of Service and the definitions in our Terms of Service apply to these Website Hosting Terms as well.

We provide website hosting as a value-added service for a nominal fee, to supplement our main Services of website design and development. When we provide website hosting we're effectively reselling the hosting services provided by our own providers like WPEngine and Cloudabove – we're not hosting your data on our own servers and we're not responsible for the quality of the service. Effectively we're offering you the convenience of having one point of contact rather than having to contract with the hosting service provider yourself.

1. Our hosting services
 - a. When we provide website hosting we will pass on to you the benefit of any warranties available from our hosting service provider (**Host**). At your request we will provide a copy of, or a link to, the Host's standard terms for your review.
 - b. Otherwise, all hosting services are provided on an "as is" basis and without any warranties. In particular, we cannot guarantee that the hosted website (**Site**) will be continually available or will be free from errors, that it will be backed up and recoverable, that it will be updated or maintained, or that it will not be suspended in any circumstances in which the Host is entitled to suspend it under the Host's standard terms.



- c. We will however support you in liaising with the Host to resolve any issues with the Site, and will charge our time in doing so at our standard rates.

2. Your Use of the Site

- a. You will ensure that your use of the Site is lawful, and in particular that:
 - i. any personal data collected by you through the Site is lawfully collected and processed;
 - ii. any transactions and advertising you conduct through or in connection with the Site are lawful; and
 - iii. the Site, any materials on it Site, and any sites or materials to which it links, are not obscene, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, constituting a breach of confidence or contempt of court, or infringing any intellectual property rights).
- b. You acknowledge that any breach by you of these Website Hosting Terms may result in the suspension of the Site by the Host.
- c. We have no control over any content placed on the Site by visitors and do not monitor any content.
- d. Your users will keep any password and/or account details issued relating to the Site secure and confidential, and will notify us of any security breach or unauthorised access to the Site.
- e. You will ensure that your use of the Site complies with any terms or service description issued by the Host (e.g. that you will not exceed any usage limits).
- f. You shall indemnify us against any damages suffered by us as a result of your breach of this clause 2.

3. Migration



- a. On termination of the Agreement we will, if requested by you, and subject to the payment by you of our reasonable fees for time incurred:
 - i. provide you with migration assistance services to assist in the transfer of our agreement with the Host to you, or to assist in the transfer of website hosting to any replacement provider; and/or
 - ii. provide you with a copy of the Site.
- b. We will retain a copy of the Site for a period of two months after the termination of the Agreement, and may then delete it.

4. Support Services

- a. If we have agreed to provide support services in relation to the Site, then we will do so on a fixed-fee or time-and-materials basis as set out in the Proposal. We will use reasonable efforts to resolve any user queries or technical issues arising in relation to the Site, but do not guarantee that we will be able to do so.
- b. We will have no obligation to remedy any technical issues:
 - i. if the Site has been modified by any person other than us;
 - ii. if any person has attempted to remedy the issue by any means other than normal recovery or diagnostic procedures;
 - iii. which are attributable to the use of the Site in combination with any software or product whose use has not been recommended in the Proposal;
 - iv. which are attributable to any patches or upgrades to, or other modifications of, any third party software or product with which the relevant Site interfaces; or
 - v. which are attributable to your failure to implement any of our recommendations for previous remedial actions.



Methree Limited – Data Processing Annex

The Data Processing Annex applies when, in the course of providing our services, we are acting as your “data processor” under data protection law. This Annex may apply when we host a website on your behalf or conduct email marketing on your behalf.

This Annex is supplemental to our Terms of Service and the definitions in our Terms of Service apply in this Data Processing Annex.

1. Definitions

a. In this **Annex Data Protection Legislation** means:

- i. unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then
- ii. any successor legislation to the GDPR or the Data Protection Act 1998.

b. In this Annex data controller, **data processor**, **processing** and **personal data** all have the meanings given in the Data Protection Legislation.

2. Data Protection Obligations

- a. Both parties will comply with all applicable requirements of the Data Protection Legislation.
- b. The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor in relation to certain personal data processed by us. Clause 3 below sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.



- c. We shall, in relation to the personal data described in Clause 3:
- i. process the personal data only on your written instructions or as required by law;
 - ii. have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, the personal data;
 - iii. ensure that all personnel who have access to and/or process the personal data are obliged to keep them confidential;
 - iv. not transfer the personal data outside of the European Economic Area unless with your prior written consent, as required by law or subject to a safeguard permitted under the Data Protection Legislation or to a country in respect of which the European Commission has made an adequacy determination;
 - v. assist you in responding to any request from a data subject and complying with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, in each case subject to the payment of our reasonable fees;
 - vi. at your written direction delete or return the personal data on termination of the services to which their provision relates; and
 - vii. maintain complete and accurate records and information to demonstrate our compliance with this clause 2, and allow you to audit our compliance (provided such audit is conducted in such a manner to minimise disruption to our business, on reasonable notice, at your cost and subject to your payment of our reasonable fees for time incurred).

- d. We may appoint third party processors of the personal data described in clause 3 but shall ensure that we do so under a written agreement incorporating terms which are equivalent in their effect to those set out in this Annex.

3. Details of Processing

- a. **Scope** – We may process certain personal data on your behalf in the performance of the following Services:
 - i. website hosting services (where we, or our nominated hosting service provider, host your website and associated databases and data, including personal data); and/or
 - ii. email marketing services (where we send emails on your behalf, whether using your or our own account with email marketing service providers, such as MailChimp, and monitor responses).
- b. **Nature** – Processing in the course of providing the specified Services to you, which means accessing, receiving, storing, creating and transmitting personal data.
- c. **Purpose of processing** – The provision of the specified Services to you, as agreed from time to time.
- d. **Duration of the processing** – For the duration of the performance of the Services and any additional retention period required by law.
- e. **Types of personal data** – Such personal data as may be processed by us:
 - i. to provide web hosting services, including the name and contact details of data subjects featured on the site, blog comments and other user-submitted content on the site, site content, photos; correspondence received through contact forms on the Site; and transaction information relating to transactions concluded through the site; and



- ii. to provide email marketing services, including the name and contact details of subscribers and recipients, the contents of correspondence to and from them, and data relating to user actions taken after receiving emails.
- f. **Categories of data subject:**
 - i. In relation to web hosting, any data subject featured on, using or submitting enquiries through the Site.
 - ii. In relation to email marketing services, the recipients of emails.