

**Terms and Conditions:**

Our standard terms and conditions are detailed below.

By placing an order with WSS Digital Ltd, you confirm that you are in agreement with and are bound by the terms and conditions below.

Definitions: The Client: The company or individual requesting the services of WSS Digital Ltd.

**General**

WSS Digital Ltd. will carry out work only where an agreement is provided either by email, telephone, mail or fax. An 'order' is deemed to be a written or verbal contract between WSS Digital Ltd and the Client; this includes telephone and email agreements.

The service and costs provided apply to the Client on the basis of information briefed to WSS Digital Ltd by the Client. The total costs for the supply of services will be advised to, and agreed by, the Client prior to the commencement of the work.

No work will be carried out by WSS Digital Ltd. until an authorised letter or email of confirmation has been received from the Client. For requested services that fall outside the current quotation the Client will be provided with an additional quote - detailing costs. No such additional services will be carried out until an authorised letter or email of confirmation has been received from the Client.

The Client agrees to make available as soon as is reasonably possible to WSS Digital Ltd all materials required for commencement of the agreed projects / services.

**Cancellation**

In the event of a project / services being postponed or cancelled after confirmation, cancellation fees will be charged at the following rates:

Where cancellation takes place more than 5 days before the date specified for the commencement of the Assignment, 50% of the value of the agreed fees, together with all applicable VAT thereon and 100% of all committed and un-cancellable costs incurred by WSS Digital Ltd.

On a rolling contract WSS Digital Ltd. require 30 days cancellation notice.

WSS Digital Ltd. will not be liable or become involved in any disputes between the website owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. WSS Digital Ltd. will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software, data, or any material provided by its agents.

WSS Digital Ltd. shall not be responsible for delays or failure of performance resulting from Internet Service Provider delivery problems or failure, or any communication or delivery problems associated with Client's receipt of the Account Service data. This includes search engine algorithmic updates.

WSS Digital Ltd. shall not be responsible for acts or causes beyond their control, including but not limited to: acts of God, strikes, lockouts, communications line or equipment failures, power failures, earthquakes, or other disasters.

#### Payment of Accounts

Payments are made via Direct Debit and will be taken on the 15th Monthly. Once the terms are signed a Direct Debit mandate will be sent to you via our Go Cardless account. This needs to be completed and sent back. No works can commence until the Direct Debit is in place. Unless otherwise agreed.

It is the WSS Digital Ltd. policy that any outstanding accounts for work carried out by WSS Digital Ltd are required to be paid in full, no later than 15 days from the date of the invoice unless by prior arrangement with WSS Digital Ltd.

Invoices will be generated on the 1st of each month and are relevant to the current month. Example - October invoices are generated on the 1st of October and are payable within 15 days of the invoice date.

Any late payment of the sum outstanding on the invoice is subject to a rate of interest of 5% per annum above the Bank of England base rate.

WSS Digital Ltd. reserves the right to commence legal recovery proceedings for any payments still outstanding after a period of 60 days.

All queries relating to WSS Digital Ltd.'s invoices must be made in writing within 14 days of the date the invoice was raised. Any breach of payment shall entitle WSS Digital Ltd. to terminate, without prior notice, each and every activity concluded under these Terms of Business between the Client and WSS Digital Ltd.

WSS Digital Ltd. reserves the right to use sub-contractors where necessary and undertakes to bind them by these Terms of Business. Following repeated non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

WSS Digital Ltd. reserves the right to reasonably revise and amend costs accordingly should the parameters of an activity or market conditions change during the project / management development. Any revisions to costs will be advised to, and agreed with the Client in advance.

If your website is hosted with WSS Digital Ltd. WSS Digital Ltd reserve the rights to remove the website for their servers if payment is disputed or paid later than 30 days.

These Conditions and all Contracts are subject to English Law and both parties submit to the exclusive jurisdiction of the English Court.

WSS Digital Ltd. reserves the right to request re-negotiation of costs at any stage within the agreed contract timeframe.

All costing confirmed within this document are subject to VAT at its current UK rate.

## Boughto

WSS Digital Ltd provides an automotive look-up system called Boughto. The Boughto product is a plugin / customized piece of software that provides a system for retailers and manufacturers that is located on their website. The Boughto look-up allows the website user to look for specific products.

## Admin

The Boughto product also has an admin panel that allows retailers / manufacturers to manage many aspects of the Boughto system and data look-up themselves.

## Termination

WSS Digital Ltd may suspend, terminate, cancel, or remove any and all data, services and your account for any reason, or no reason, at any time in its sole discretion, with or without notice. Upon termination of your account, your right to use WSS Digital's Products including the Boughto Look-up and services will terminate immediately.

## Disclaimer of Warranties and Limitation of Liability

This disclaimer applies to all information made available by WSS Digital Ltd

**Liability** WSS Digital Ltd are not liable for the completeness, correctness and accuracy of the data and information provided. The data provided is in no way confirmed as correct or guaranteed by the vehicle, wheel or tyre manufacturers. The client therefore must ensure that their customers (and their customers own end users) are made aware of this process. Ensuring no false expectations, especially any involving health and safety applications, arise with regards to the review of technical feasibility or the general usefulness of the given data supplied.

## Data

Please note that the OEM (Original Equipment Manufacturer) data served within the Boughto Look-up is sourced and provided to WSS Digital Ltd via Pro-Fit Data. WSS Digital Ltd shall have no liability for the accuracy of the information presented within the data set and cannot be held liable for any third-party claims or losses of any damages.

## Customised Data

The Boughto Admin panel allows our clients to upload images and data directly into the Boughto look-up system. Please note that WSS Digital hold no liability for the accuracy of the information implemented into the Boughto Look-up via the Boughto Admin panel, WSS Digital Ltd cannot be held liable for any third-party claims or losses of any damages associated to data / information imputed into the customized section of the Boughto Admin panel and released into the data set located within the Boughto Look-up. WSS Digital's clients are solely responsible for information that they implement into the Boughto system via the Boughto Admin panel.

## Global Pool

Customised data implemented into the Boughto system becomes the ownership of WSS Digital Ltd. WSS Digital Ltd own the right to improve the user experience and data set by supplying the mentioned data to all clients contracted or otherwise agreed to use the products and services owned and provided by WSS Digital Ltd.

## Copyright

WSS Digital Ltd is the owner of all copyright for all material implemented into the Boughto system via the Boughto Admin panel. This includes all customised data.