

Systemised To Scale Ltd - Terms of Use (Updated: 7 March 2025)

These Terms of Use form a legally binding contract between you and us and clarify our respective responsibilities, include details of our commitment to you as a service provider, along with your obligations to us as a customer.

Should you have any queries concerning these terms or if they are not in accordance with your understanding, please email us at info@systemisedtoscale.com. We will answer your query as quickly and as clearly as we can. You may wish to take independent advice before accepting these terms since, by doing so, you will be agreeing to these terms including the limitations on our liability.

Throughout these terms, you will see references to words for which you may find it useful to refer to the following list of definitions:

‘Account’ means the business account set up on our platform for which you are a nominated user.

‘Add-ons’ means third-party software systems linked through our platform.

‘Associated Company’ for the purpose of this contract means any entity either directly or indirectly Controlled by, Controlling or under common Control of the entity. ‘Control’ means the power to vote or cause to be voted at least fifty percent (50%) of the equity voting interest or power to direct the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise.

‘Bolt-on’ means an additional service feature to your account.

‘Company’, ‘we’, ‘us’, ‘our’ means Systemised To Scale Ltd and any current or future Associated Companies of Systemised To Scale Ltd.

‘Contract’ means this Terms of Use document.

‘Customer’ means you.

‘Platform’ means the Systemised To Scale Ltd Customer Relationship Management (CRM) software system, available both online via the internet and as an App.

‘Privacy Policy’ refers to the Privacy Policy shown within the link at the foot of our Systemised To Scale Ltd website.

‘Provider’ means a third party providing a third-party product which is connected/linked to our platform.

‘Services’ means all services we provide (now and in the future). Please see our website www.systemisedtoscale.com for the range of services which we offer.

‘Snapshot’ means the automations on your account and the programming behind them. This includes, but is not limited to, all automations and systems, funnels, website pages, forms, surveys, calendars, contact smart lists and pipelines on your account.

‘Subscriber’ means the person or entity subscribing to our platform and who is responsible for ensuring payment of our subscription fee.

‘Subscription Fee’ means our monthly subscription fee which is payable for access to and usage of our platform, payable monthly in advance.

‘Subscription Period’ shall commence shortly after you sign up to our platform (following a short trial period) and shall continue monthly thereafter until terminated in accordance with our termination clause.

‘Terms of Use’, ‘these terms’ means terms contained within this document.

‘User’ means any user of our platform. All users are deemed to have accepted these terms of use. User access rights will depend upon their subscription level, their user role and the level of access granted.

‘You’, ‘your’, ‘yourself’ means the Customer, you and any entity or firm that you represent.

Your Responsibilities to Safeguard our Platform:

By accepting these terms, you accept the following responsibilities. **All Users – must:**

- at all times, keep your login ID and password safe and secure and protect your username and password from being stolen or misused and ensure that your password is strong and not easily guessable. We take no responsibility for unauthorised access to our platform from the misuse of user login details.
- NOT share login details with others.
- ensure you have strong security and anti-virus checks on your own systems.
- let us know immediately if you become aware of any unauthorised use of your password or if you identify any potential breaches of security on your platform account or on the email address linked to your account.
- be of at least 16 years of age.
- only store necessary personal data on our platform.

- ensure all information on the platform is true, accurate and complete and where necessary, you must verify such information. It is your responsibility to maintain the accuracy of the information within your account and ensure it remains up to date at all times.
- agree to only use our system for lawful business purposes and in accordance with our instructions and these terms.
- NOT use our platform in violation of any export or trade embargo laws that apply to you.
- adhere to copyright regulations. If you breach copyright rules, we may at our sole discretion, cancel or revoke your user access privileges.
- NOT undermine the security or integrity of our computing systems or networks.
- NOT undermine or reduce the functionality of the system.
- NOT access any systems without our permission.
- NOT introduce or upload anything to our platform that could contain viruses or other malicious codes.
- NOT share anything that others may find offensive, which is unlawful, or which infringes on the rights of others.
- NOT knowingly collect, use or disclose information from children under 16. If we learn that the personal information of a child under 16 has been posted on our platform then we will take steps to delete the information as soon as possible. If you become aware that any of the information on your account relates to a child under 16, let us know immediately by contacting us on info@systemisedtoscale.com
- NOT modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our platform or connected networks.
- NOT resell, lease or provide our services in any way not expressly permitted through our services.
- NOT repackage, resell, or sublicense any leads or data accessed through our platform.
- NOT commit fraud, exploitation, or other illegal acts through our platform.
- NOT put any content on our platform which infringes on third-party proprietary rights or electronic advertising regulations as applicable.
- NOT act in a manner that is abusive or disrespectful to any of our team. We will not tolerate any abuse or bullying of any of our team members under any circumstances.

Subscribers - You must:

- control access to your account. You decide who's invited to use our platform under your subscription and what level of access your users have including any administrative rights. You have the responsibility to change or stop that access at any time.
- manage all users associated with your account and ensure their details remain accurate and up to date, at all times, including the removal of any users within your account who no longer require access.

- take responsibility for resolving any disputes with any user on your account, including those concerning access rights.

Platform Maintenance, Development, Downtime and Data Loss

We want you to have a great customer experience and get the most out of our platform, so it is important that we continually maintain and update our systems. Due to the nature of such work, you may, on occasion, experience some periods of downtime. We will always work to keep this to a minimum. Where maintenance downtime can be planned and scheduled in advance, we will endeavour to provide you with as much advance notice as possible, however, we cannot guarantee this.

We will try to notify you about system changes as much as possible but again, we cannot guarantee this.

We may add additional services and features to the system to improve functionality so we may, from time to time, require you to accept additional Terms of Use. Whenever our terms are updated, you will be notified accordingly.

We do not warrant that our platform will remain free from bugs, defects, malfunctions or errors and that our services will be free from downtime. With technology, access issues and data loss may sometimes be unavoidable.

You will not be entitled to any compensation because of any platform downtime, access issues or loss of data. If you are unhappy in this regard, then your only recourse is to discontinue using our services.

We reserve the right to discontinue features on our system. Similarly, we reserve the right to discontinue or remove the use of third-party links or products.

Intellectual Property Rights:

We will retain copyright in any document prepared by us while carrying out our services save where the law provides otherwise.

All content and material present on our platform and across our websites and social media accounts including but not limited to text, graphics, logos, images, and software, copyrighted works, trademarks, designs, inventions, and other intellectual property are either owned by us or by our licensors. You agree not to use, copy, distribute, modify, or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us in writing.

Fees:

Initial Platform Build

There are two types of service package available in respect of building your platform, being as follows:

Self-build option (Done With You (DWY)) - we will upload a standard snapshot onto your account for you to begin your platform build. It will then be your responsibility to work through the set-up process using the self-help manuals and videos for guidance. Our support team will be available to answer queries, but this package will require a degree of self-sufficiency during the platform set up process.

Full set up build option (Done For You (1-1)) – we will work closely with you to determine your requirements in more detail and then build your platform for you. This set up package includes a 14 day guarantee, valid from the date we message you confirming your build is complete and we share your platform links with you. During this 14 day guarantee period, we will continue to work closely with you to answer any further queries you may have concerning your platform build and, if required, we will adjust your platform accordingly. This guarantee is subject to you working closely with us throughout the set-up process and providing us with full and accurate material in a timely manner as and when we request it. We reserve the right, at our sole discretion, to withdraw this guarantee should you not respond to our communications in full and/or in a timely manner. After the 14 day guarantee period has expired, we will continue to work with you as required but any further developmental work on your platform may be subject to additional charges.

Build Upgrades - should you select the self-build (DWY) set up package but require additional support, you will be able to upgrade to our 1-1 build package, but this will be subject to additional charges. Should you wish to redesign your platform at any point, please speak with us to discuss how this can be done and the relevant process and charges involved.

Monthly Subscription

Other than during a specific promotional offer which may include an initial trial period and set up charges, you agree to pay a monthly subscription fee to use our platform.

We have several subscription plans, and you will be charged accordingly. From time to time and at our sole discretion, we may update or amend our monthly subscription fee, but we will always make every effort to notify you in advance of such changes.

Within your monthly subscription fee, you will have a fixed number of email, SMS and calling credits applied to your account. Where the number of communications you make cause you to exceed the credits on your account,

you will be charged additional fees over and above the subscription fee. You will also be charged additional fees for any additional bolt-ons and automation and system builds that we prepare for you, such as but not limited to, building funnels, setting up workflows and sending marketing campaigns.

We may also, from time to time, provide you with further additional services for which there will be extra charges, to be agreed separately and in advance of work being performed. All fees are subject to our ongoing review.

All our fees are payable in either GBP or USD and are inclusive of UK Value Added Tax (VAT), as applicable.

***Important Notes**

- (i) It is your responsibility to settle any foreign currency and/or bank charges directly.
- (ii) Third party providers may levy additional charges to you for feeds into our platform.
- (iii) You will be required to agree separate terms and conditions relating to other third-party online systems which link into our platform.
- (iv) Should any loss or corruption of data which is held on our platform or other online systems occur, or where incomplete or inaccurate data has been uploaded, we may charge for any additional time spent in collating, correcting, or otherwise amending data for you.
- (v) Where package fee arrangements are in place for specific one-off services, these will be detailed to you in writing prior to us performing the work. We reserve the right to review such package fee arrangements at any time.

Subject to additional charges, there may be additional bolt-ons available through our platform. We will try to notify you about these so you can decide whether to accept the service in advance of the charge(s) but cannot guarantee this.

Where you use third-party add-ons to our platform, we reserve the right to charge additional fees for these. We reserve the right to review these charges at any time, and to take account of any changes in a provider's charges to us.

In some circumstances, disbursements may be charged for travel, accommodation and other expenses.

Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

If you do not accept that a rendered fee is fair and reasonable you must notify us in writing with 21 days of receipt by emailing our Accounts Team at info@systemisedtoscale.com. After this date all fees become payable in full. We reserve the right to charge interest at 2% above the Bank of England base rate on all accounts outstanding for more than 30 days.

Subscription Period:

Your subscription with us will continue for the period covered by your subscription payment. Each subscription period will run for one calendar month. So long as you continue to pay your monthly subscription fees, your monthly subscriptions will automatically renew and continue for a further calendar month.

Taxes

You are responsible for settling all other external fees and all taxes associated with your use of our platform wherever they may be levied worldwide. We will collect and hold details of your geographical location in relation to your subscription so we can determine your business location, which may be used for tax purposes and in particular (but not limited to) VAT purposes.

All our charges are subject to UK VAT as applicable.

Payments:

We will take payments for your monthly subscription (and any other services, as applicable) through Stripe, PayPal and sometimes via bank transfer. It is your responsibility to ensure that sufficient funds are available when payments are due so that fees are paid on time. To avoid delayed or missed payments, please ensure we hold accurate and updated payment information at all times. If we don't receive timely payments, we may suspend your access to our platform until payment is made which could impact your use of the system and our services.

Data Use and Data Privacy:

We will need to use your data to provide our services to you. We are committed to ensuring the protection of the privacy and security of the personal data which we process. Our Privacy Policy is an important part of these terms and explains how we deal with personal data such as names and email addresses. It tells you how we will use the information you give us and how we will protect people's privacy. It also explains rights under the data protection legislation as defined below.

Our Privacy Policy may change as it may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection. Any changes will be reflected in our Privacy Policy which

is posted on our website, and you should check from time to time to be aware of any updates that may have been made.

In this clause, the following definitions shall apply:

‘customer personal data’ means any personal data provided to us through our platform, or on your behalf, for the purpose of providing our services to you;

‘data protection legislation’ means all applicable privacy and data protection legislation and regulations including PECR, the GDPR, the Data Protection Act 2018 and any other applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.

‘controller’, ‘data subject’, ‘personal data’, and ‘process’ shall have the meanings given to them in the data protection legislation;

‘GDPR’ means the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018;

‘PECR’ means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

We shall each be considered an independent data controller in relation to customer personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the customer personal data.

You shall only enter customer personal data on our platform where:

- (i) you have provided the necessary information to the relevant data subjects regarding its use (refer to our Privacy Policy for further details);
- (ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be the relevant data subject’s consent; and
- (iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

Should you require any further details regarding our treatment of personal data, please see our Privacy Policy for contact details.

We shall only process the customer personal data:

- (i) in order to provide our services to you and perform any other obligations in accordance with our contract with you;
- (ii) in order to comply with our legal or regulatory obligations; and
- (iii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our Privacy Policy contains further details as to how we may process customer personal data.

For the purpose of providing our services to you, pursuant to these terms, we may disclose the customer personal data to third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside of the UK or European Economic Area (EEA). We will only disclose the customer personal data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the data protection legislation providing an adequate level of protection to any personal data that is transferred.

Where you use our platform through a third party provider, they will have access to your account and the data held within it.

We may disclose the customer personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the customer personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our customer personal data in the same way as set out in these terms.

We shall implement commercially reasonable and appropriate security measures, including organisational and technical measures, to protect against unauthorised or unlawful processing of the customer personal data and against accidental loss or destruction of, or damage, alteration or disclosure of, the customer personal data.

In respect of the customer personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- (a) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;
- (b) we are served with an information, enforcement, or assessment notice (or similar notices), or receive any other material communication in respect of our processing of the customer personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Office); or

- (c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure, or alteration of, the customer personal data.

Upon reasonable request of either yourself or us, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with these terms in relation to those services.

Additional Data Manipulation

In addition, in respect of certain aspects of our working relationship together, we both acknowledge that for the purposes of the data protection legislation, you are the data controller, and we are also a data controller.

This relates to our access, processing, amendment, transfer, use and subsequent manipulation of your data including that contained in proprietary software and cloud-based packages.

In respect of these additional services, where involving customer personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:

- (a) process the customer personal data only in accordance with your lawful written instructions, in order to provide you the services pursuant to these terms and in accordance with applicable data protection legislation;
- (b) disclose and transfer the customer personal data to our third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide you with the services pursuant to these terms with you in relation to those services;
- (c) disclose the customer personal data to courts, government agencies and other third parties as and to the extent required by law.

Additional Data Processing

In addition, we both acknowledge that for the purposes of the data protection legislation, you are the data controller, and we are also a data controller and at times also a data processor.

This relates to our access, processing, amendment, transfer, use and subsequent manipulation of your data including that contained on proprietary software and cloud-based packages, for the purposes of providing our platform services as well as for the supply of further services contained within these terms.

In respect of specific data processing functions the additional customer personal data, unless otherwise required by applicable laws or other regulatory requirements, shall be used by us to:

- (a) process the customer personal data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our contract with you in accordance with applicable data protection legislation;
- (b) disclose and transfer the customer personal data to members of our company's network, or other third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide you with services pursuant to our agreement with you in relation to those services;
- (c) disclose the customer personal data to courts, government agencies and other third parties as and to the extent required by law;
- (d) maintain written records of our processing activities which shall include:
 - (i) the categories of processing activities performed;
 - (ii) details of any on cross border data transfers outside of the European Economic Area (EEA); and
 - (iii) a general description of security measures implemented in respect of the customer personal data;
- (e) implement commercially reasonable and appropriate security measures, including organisational and technical measures, to protect against unauthorised or unlawful processing of any customer personal data and against accidental loss or destruction of, or damage, alteration or disclosure of, such customer personal data.
- (f) Return or delete all the customer personal data upon the termination of the contract with you pursuant to which we agreed to provide the services in accordance with our termination clause below;
- (g) Ensure that only those personnel who need to have access to the customer personal data are granted access to it and that all of the personnel authorised to process the customer personal data are bound by a duty of confidentiality;
- (h) Data is processed by <https://www.gohighlevel.com/>. We will notify you if we need to appoint new sub-processor(s) (but only where you have given us your prior written consent, such consent not to be reasonably withheld or delayed) and ensure any agreement entered into with the relevant sub-processor includes similar terms as the terms set out herein;
- (i) Where we transfer the customer personal data to a country or territory outside the EEA to do so in accordance with data protection legislation;
- (j) Notify you promptly if:

We receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data legislation or in respect of the customer personal data;

Or

We are served with an information or assessment notice, or receive any other material communication in respect of our processing of the customer personal data from a supervisory body (for example, the Information Commissioner's Officer); and

- (k) Notify you, without undue delay, in the event that we reasonably believe that there has been a personal data breach in respect of your customer personal data.

Without prejudice to the generality of this data clause, you confirm that the information we receive from you has been collected with the owner's consent and that you are legally permitted to disclose such personal information to us.

Please note:

- Information you provide must be accurate;
- We won't own the data that you enter and upload onto our platform, but by accepting our terms you hereby grant us a licence to use, copy, transmit, store and analyse all data you submit to us through our platform, including your personal data and that of others. This will enable you to:
 - Use our platform and benefit from all its features;
 - Enable us to maintain and develop the platform;
 - Liaise with us about your subscription and the services we provide; and
 - Receive information that may be of interest based on your marketing preferences and receive support from third party service providers where applicable.

Statistical Data

We may create anonymised statistical data from your data stored on our platform, including through aggregation. Once it has been anonymised, we may use it for our own purposes such as improving our systems and to develop new services, to identify business trends, and for other uses we communicate to you.

Data Breach Notifications

If we identify unauthorised access to personal data that you've entered onto our platform, we will let you know, and where possible, we will provide you with details about what has happened.

Depending on the nature of the unauthorised access, and the location of your affected contacts, you may be required to assess whether the unauthorised access must be reported to the contact concerned and/or to a relevant authority – we consider the reporting of such breaches to be your responsibility because you will have the most knowledge and understanding about the personal data that you will have entered onto our platform.

Confidential Information:

We take reasonable precautions to protect your confidential information and we expect that you will do the same for ours.

Through working together, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. However, if required to do so by law, we may both share such confidential information with legal and regulatory bodies.

IT Security:

We take reasonable steps to safeguard our platform and your data.

As no form of electronic data storage is ever completely secure, we cannot guarantee the security of your data with absolute certainty. We may notify you if we have reason to believe that someone has accessed (or may be able to access) your account without authorisation and we reserve the right to restrict access to your account or parts of it until such time that you can verify access was by an authorised user.

You hereby agree not to access or attempt to access any administrative, maintenance and/or developmental areas of our platform. You agree, that should you become aware of any software bugs, unauthorised access methods and/or any intellectual property violations on our systems then you will report these to us immediately by emailing info@systemisedtoscale.com.

We may evolve the multi-factor authentication or such other additional security features on your account to improve security and reserve the right to require you to adopt some of these features. Where the use of security features are optional, you are responsible for any negative consequences of not using all such features available and we hereby encourage you to use all available security features. We consider this security your responsibility to action, and we will not be liable for any unauthorised access attempts of your data as a result of you not using all available security features.

You must take responsibility to keep data safe by having full regard for our 'Your Responsibilities to Safeguard our Platform' clause.

Third Party Software and Third Party Providers

Any third party providing a third-party product to our platform is deemed a provider and acts independently from us. Our platform and all third-party products are made available to you on an 'as is basis'. Such third-party products are subject to their own terms and privacy notices. It is your responsibility to read and make sure you agree with their terms before you connect with them as by using their product through our platform, you are also accepting their terms of use. Should they revise their terms at any stage, your continued use of their services following such revisions to their terms will constitute your acceptance of their newly updated terms.

Equally we are not responsible for the practices employed by websites or services linked to or from our platform, including the information or content contained therein. Our Privacy Policy does not address, and we are not responsible for, the policies and practices of third parties or other organisations that are not operating on our behalf, including policies and practices related to privacy and security, data collection, processing, use, storage, and disclosure. This includes: (a) any third party operating any site or service to which our platform links – the inclusion of a link on our platform does not imply endorsement of the linked site or service by us or by our affiliates; or (b) any app developer, app provider, social media platform provider, operating system provider, wireless service provider or device manufacturer (such as Facebook, Apple, Google, Microsoft, LinkedIn, etc.) - including any personal Information you disclose to other organisations through or in connection with our platform or any other of our services.

Any descriptions of third-party products we outline, and any associated links, have been provided to us by the providers themselves. We do take reasonable steps to check the accuracy of their product descriptions, but the providers are solely responsible for any representations contained within those descriptions. We do not endorse or assume any responsibility for third-party products and our links to their websites or contact details do not imply any form of endorsement or affiliation. We are not responsible for any reduced functionality, integration or compatibility issues that any third-party software may have on your use of our platform.

Use of data to connect you to third party products:

If you choose to connect to third-party products through our platform, we may need to use personal data for that connection. Where we receive data from a third-party connection, we will use that data in accordance with our Privacy Policy and these terms.

Whilst we will take commercially reasonable precautionary measures to safeguard the security of your data by using passwords, we shall not, in any event, be liable for any damages suffered from this in respect of any loss, corruption or misuse of data by third parties.

Being entirely transparent, we may receive a referral fee from some third-party providers.

Obligations

We reserve the right to supply our services to customers whose interests may not be the same as or are averse to yours.

If there is a conflict of interest capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will adopt those safeguards. We reserve the right to act for other customers. Where conflicts are identified which cannot be reasonably managed in a way that protects your interests then we regret that we will be unable to provide further services. If this arises, we will inform you promptly.

Support

Support is available through messenger and live group calls and outside of working hours, training manuals and guides are available for use and can be found within the Docs & Bolt-ons section of our platform.

Electronic Communication and Data Transfer, Methods and Media

We may transmit information, invoices and statements to you electronically using your last known email/electronic address, unless we are specifically instructed otherwise.

The transfer of data may be subject to data corruption and interception by third parties, especially if unencrypted, and therefore we do not accept any responsibility for changes made to or interception of such communications after their despatch. We do not accept any responsibility for errors or problems that may arise through the use of internet communication and all risks connected with sending and/or receiving commercially sensitive information relating to your business are borne by you. It is your responsibility to carry out virus checks on any e-mail and attachments and on any internet-based connections.

Electronic communications, including but not limited to phone calls, portals and emails maybe intercepted, monitored recorded and stored in accordance with the Regulation of Investigatory Powers Act 2000, the Telecommunication (Lawful Business Practice) (Interception of Communications) Regulations 2000 and the Data Protection Legislation for the purposes of quality assurance, training, system security, detection and prevention of crime and for other operational reasons.

Limitations

Some of our services may be subject to limits such as a cap on the number of monthly transactions you may make through our platform. Also, beyond our control, you may experience third party email and social media providers blocking emails and marketing campaigns from our platform, for which we will not be held responsible.

We do not warrant that our services are fit for any specific purpose and that marketing campaigns will generate a particular return, other than when specifically outlined by us in writing. Where we provide a written performance guarantee that our services will generate you a particular return, any failure to match such a guarantee on our part will not result in a refund of fees to you but rather an adjustment to your automations until such time that our guarantee has been achieved.

In terms of the guarantee that we provide you of winning 20 paying clients in 180 days or your money back and free access for another 180 days, this relates specifically and only to our 'ScalePro' product and in order for you to qualify for this guarantee, you must have fulfilled each of the following criteria, which will then be logged on our system as successfully completed:

- You must have joined 3 weekly live group calls for the entire length of each call;
- You must have posted into the SystemisedToScale ScalePro community forum (hub.systemisedtoscale.com) at least once per week for 25 consecutive weeks;
- You must have fully watched every video inside each course that is hosted inside the 'Learning' section of the ScalePro (hub.systemisedtoscale.com) community;
- You must show us proof that every system has been implemented in your business in full following the step-by-step video resources for at least 30 full days: and
- You must have posted a Loom video breakdown of each system once it has been setup in your business in the 'Audits' channel inside the ScalePro community (hub.systemisedtoscale.com).

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default.

You will not hold us, our directors, employees, associates, consultants or subcontractors responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misinterpretation (intentional or unintentional) supplied to us orally or in writing in connection with these terms. Nor will you bring any claim against any of our directors, employees, associates, consultants or subcontractors personally.

Termination

This contract shall continue until terminated by either party giving not less than 30 days written notice.

In the event of either party trading insolvently or displaying fraudulent activity, both parties have the right to cease this appointment in writing with immediate effect. You may terminate your subscription at any time by emailing us at info@systemisedtoscale.com providing 30 days' written notice. You will still be required to pay all relevant subscription fees up to and including the date of termination.

Any termination will automatically result in the termination of access to and use of our platform. There may be different notice periods for third party online systems that you may be using through our platform.

Should you decide to terminate our services, no payments made by you will be refunded where work has already been undertaken. Where applicable, upon termination, we will issue an invoice covering our fees for work

undertaken and expenses incurred, but not yet charged, for settlement (together with any other outstanding invoices).

Any advance payments made by you which are not part of a discount offer or promotional event (including our yearly subscription offer which provides discounted fees) will be refunded in respect of the relevant proportion of work which has not yet been undertaken. Where you make advance payments as part of discounted offers, promotional events and/or yearly subscription packages that do not expressly state otherwise, you will not be entitled to any refund in respect of early termination or cancellation.

Payments on termination may differ, only if outlined separately as part of a promotional offer.

We aim to provide a high-quality service but to do this it is essential that you provide us with all relevant records and information when requested, reply to our communications in a timely manner and otherwise follow these terms.

We therefore reserve the right, at our sole discretion, to terminate this contract between us, and your subscription to our platform with immediate effect in the event of any of the following happening (at which time we will remove your platform access):

- If you breach these terms and do not remedy the breach within 14 days of being asked by us to do so;
- If you breach any of these terms and the breach cannot be remedied;
- If you fail to pay our subscription fees or other charges by the due dates;
- If you or your business become insolvent or bankrupt, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make arrangement with your creditors, or become subject to any similar event in any jurisdiction.

You will not be entitled to any refund if we terminate your subscription or terminate your access to our platform for any of the above reasons. Such action will not affect our other rights under contract, tort, or otherwise.

We may also undertake legal proceedings against you, including but not limited to seeking civil, criminal, or injunctive remedies. Following the termination of your right to use our services, all provisions within these terms that, due to the inherent nature, shall remain binding.

Retaining your data: Once a subscription is terminated by either us or you, data on the platform will no longer be available to you. For this reason, should you wish to extract data from your account, you must do so before your account is terminated. Your mailing list and the details relating to your contacts such as your contact pipelines, form submissions, survey submissions and your account analytics will be available for extraction by you. Your account snapshot will not be available for export as we are unable to share this with you due to it being an integral part of our platform.

We will retain such data for one calendar year post account termination and during this time you may be able to reactivate your subscription and gain access to your data. You may also request for your data to be entirely removed from our platform by emailing us at info@systemisedtoscale.com. Up to one year after your account has been terminated, you may contact us for the extraction of your data, for which you will be charged an additional administration fee.

We will, subject to your agreement, retain information for referencing purposes and for use in the event of query after your contract has ended, and based on the express acknowledgment by us that such information contained therein shall remain subject to our confidentiality provisions.

Termination will be without prejudice to any rights that may have accrued to either of us prior to termination. We shall not be responsible or liable for any consequences arising from termination.

Limitation of liability

Other than liability that we can't exclude or limit by law, our liability to you in connection with our services, in contract, tort (including negligence) or otherwise, is limited as follows:

We will not be liable for any loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data and where appropriate working with relevant third party software providers.

Below sets out our entire financial liability (including any liability for the acts or omissions of our directors, employees, associates, consultants, and subcontractors) to you in respect of:

- (a) any breach of these terms;
- (b) any use made by you of our services, guidance, documents or other material resulting from our services or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this contract.

Nothing in this contract limits or excludes our liability:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

Subject to the *above* we shall not be liable for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of contract; or
- (vi) loss or corruption of data or information; or
- (vii) damage to reputation; or
- (viii) any special, indirect, consequential, incidental, punitive, exemplary or pure economic loss, costs, damages, charges or expenses.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of this contract shall be capped at 1 (one) times the annual subscription fees relating to this contract in the 12 months immediately preceding the date on which the claim giving rise to the liability arose. Where no fees apply, our liability shall not exceed £100 GBP.

Both parties to this contract have relied upon these limitations when deciding whether to enter in this contract.

We shall not be liable in respect of any claims made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction; and
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction.

You agree not to bring any claim or proceedings of any sort in any jurisdiction arising out of or in connection with this contract or our services against any director, employee, associate, consultant or subcontractor of Systemised To Scale Ltd or any other person (other than Systemised To Scale Ltd itself) involved in the performance of this contract, whether any such person is an actual or deemed servant or agent of the Company or not (save that this shall not prevent you from bringing a claim against us in the circumstances envisaged above). Each director, employee, associate, consultant and subcontractor of the Company shall have the right to enforce this provision under the Contracts (Rights of Third Parties) Act 1999.

You hereby agree that any disagreement or assertion of rights related to these terms, shall be resolved through binding arbitration and not through litigation. Arbitration does not involve a judge or jury, and court review of an arbitration award is limited. Although you retain the right to bring claims in a small claims court that meet the eligibility criteria, this arbitration process will apply to all claims, regardless of when they may arise and even if they precede the effective date of these terms. By agreeing to arbitration with us, you are consenting in advance to abstain from participating in or pursuing monetary or other relief through class, collective, or representative lawsuits.

In the event of any dispute or claim arising from these terms, in the first instance both parties agree to work closely together and in good faith with the aim of reaching a mutually beneficial resolution swiftly and economically and without the need for arbitration. Should this not be possible, then an independent solicitor based in England and Wales will be appointed to arbitrate, the cost of which will be shared equally between both parties to this contract. If you are legally represented during arbitration, your counsel may participate, but in the interests of good faith you too must also fully engage. Our services and fees to you may be paused during such a dispute. The arbitrator's decision will be considered final and binding.

You indemnify us: you indemnify us against all losses, costs (including legal fees), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our platform or any third-party product (except as far as we're at fault).

You indemnify us, our directors, employees, associates, consultants and subcontractors (each referred to as an "Indemnified Party") from any losses, claims, actions, expenses, costs, penalties, fines, damages, and fees, including but not limited to legal fees and expenses, that an Indemnified Party might incur due to: (a) your user

Content; (b) improper utilisation of the services on your part; (c) breach of this contract; or (d) violation of any pertinent laws, rules, or regulations associated with your use of the services. In the event of any allegations, claims, lawsuits, or proceedings involving matters potentially covered by the clauses in this section, you agree to bear the expenses of the Indemnified Party's defence, encompassing reasonable costs and legal fees incurred by the Indemnified Party. We reserve the right, at our own expense, to assume exclusive control over the defence of any matter that would otherwise necessitate your indemnification. Should this occur, you are obligated to fully cooperate with us in asserting any available defences. You agree that the terms outlined in this section will persist beyond the termination of your account, this contract, or your access to our services.

Feedback/Complaints

We are proud of our business and aim to maintain high standards of customer satisfaction and support. To uphold these high standards, we may contact you directly to ask for your feedback of our services. We value your honest feedback and may use it without restriction.

If you would like to talk to us about how our services might be improved, or if you are dissatisfied with the services you are receiving from us, please let us know. We will carefully consider any complaint and do all we can to resolve any issue. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns.

If you wish to register a complaint, please email info@systemisedtoscale.com and provide detailed information in support of any problems you may be experiencing.

Should we be unable to resolve a complaint to your satisfaction then you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Any false, misleading, or frivolous legal proceedings made, may have legal consequences.

We do not provide professional advice

We are not a professional services firm of any kind, and our platform and team members will not provide you with any kind of professional advice. We may provide you with information that we feel could be useful to you in running your business and to target your marketing campaigns but none of this should be seen as a substitute for professional advice. You accept that we will not be liable to you for your use of such information.

Nor are we liable to you for any failure or delay in our performance of any of our obligations under these terms which may arise out of any event or circumstances beyond our reasonable control.

Notices

Please email any notices to us at info@systemisedtoscale.com

Any notices we send to you will be sent to the email address that you have provided to us through our platform or will be placed as a banner or pop up on our platform.

Exclusion

Right to block your access, disable your subscription or refuse to process a payment: As our platform is global, different laws may apply in different countries that restrict our relationship with you. We may block access, terminate your subscription, or refuse a payment if we reasonably believe there's a risk – such as a potential breach of a law or regulation – associated with you, your company, your subscription, or a payment. Examples of where we might do this include transactions where a payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk, or a risk of loss being suffered by us or our customers or third party providers. You hereby guarantee that you are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. We may take these actions without notice.

Relationship between the parties

Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or user.

You are solely responsible for resolving disputes between you and any other subscriber or user.

Assignment

We may assign these terms – or any of our rights or obligations within these terms – to any other Associated Company of Systemised To Scale Ltd as we may, from time to time, deem appropriate.

Marketing and the sharing of your information

The information you give us will be added to other details we hold about you. We will never sell your details to a third party for marketing purposes, but we will share your information with any product provider whose products you sign up with.

Changes to these Terms of Use

We reserve the right to amend these Terms of Use which may, from time to time, be updated to comply with legislative and other business changes but will always endeavour to let you know and to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons which we don't have control over.

When we notify you about changes to our terms, we will do so by posting a notice on our platform. If a change is not material, we may not notify you. If you find modified Terms of Use unacceptable, you may terminate your subscription by giving the standard advance notice to us but your continued use of our services following revisions to our Terms of Use will constitute your acceptance of the newly updated terms.

Interpretation

Words like 'include' and 'including' are not words of limitation. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to a legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Severability

If any provision of these terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. If any provision is deemed completely or partially invalid or unenforceable the validity and enforceability of the remaining provisions shall in no way be affected.

In the event of any conflict between these Terms of Use and any other policies, the relevant provision in these terms will take precedence.

Governing Law

This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be exclusively governed by and construed in accordance with the law of England and Wales.

Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

Contact Us

For any questions or concerns regarding our Terms of Use, please contact us directly at info@systemisedtoscale.com.

Entire Agreement

These Terms of Use constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

Nothing in this clause shall limit or exclude any liability for fraud.

No Waiver

Our failure to exercise or enforce any right or provision of this contract shall not constitute a waiver of such right or provision to do so.

Acceptance of our terms

The parties agree and intend to be bound by this contract. By accepting these terms and by using our platform and any additional services, you will be deemed to have acknowledged acceptance of these Terms of Use, our Privacy Policy and the provisions set out. If for any reason you request, instruct or agree for us to commence any work prior to this contract being entered into, you will be deemed to have acknowledged acceptance of these terms, as updated, and the provisions contained herein. If you do not agree with our terms, either raise a query to us or refrain from using our platform and services.