

TERMS AND CONDITIONS

Website design, hosting, maintenance and SEO management

In effect from 19/08/2026.

These Terms and Conditions govern the services provided by NETWORK OF DOCTORS LTD, a company registered in England and Wales under company number 17341369, whose registered office is at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF. In these Terms we are referred to as "we", "us" and "our", and you, the client, are referred to as "you" and "your".

These Terms form a contract between us when you tick the box confirming that you accept them and complete your first subscription payment. No signature is required. Please read them before paying, and keep a copy for your records. If you are accepting these Terms on behalf of a practice, clinic or company, you confirm that you have authority to do so.

Four terms are more significant than the rest and we want them to be clear before you commit. We own the website while you subscribe, rather than selling it to you. If you cancel in your first twelve months without buying the website, it is taken offline. We register and hold your domain name during your subscription, and transfer it to you when you leave. We can change the monthly price at any time on fifteen days' notice, and you can leave rather than accept the change.

PART A: SUMMARY OF THE MAIN TERMS

This table is a summary. The clauses in Part B apply in full and take precedence if there is any conflict.

What you get	Website design and build in up to three languages, managed hosting, ongoing maintenance, unlimited edits with 20 hours of priority work each month, and SEO management.
Setup or build fee	None. Nothing is payable before work starts and no build fee is invoiced at any point.
Monthly subscription	The monthly price shown to you at checkout when you subscribe. Where a valid promotional code is applied, the discounted rate shown applies to your first month only. Our prices differ between the markets we serve.
Currency and tax	Prices are shown, and payment is taken, in the currency displayed at checkout. Every price includes VAT where VAT is chargeable. Nothing is added on top by us. Your card issuer or our payment processor may apply its own currency conversion or cross border fee.
Billing date	The same day of each month as your Start Date, collected automatically by card through Stripe.
Minimum term	None. Your subscription runs month to month.
Cancellation notice	You may cancel at any time on 14 days' written notice. If we cancel, we give you at least 15 days' written notice.
Charges on cancellation	None. You owe nothing beyond amounts already due.
Website ownership	We own the website. You hold a licence to use it while your subscription is active. See clause 9.
Buyout in the first 12 months	You may purchase the website outright at any time. The fee is lower in months 7 to 12 than in months 1 to 6, and we will confirm the amount on request. Optional, and never payable on cancellation.
After 12 months	Once you have completed 12 consecutive paid months, the website transfers

	to you at no charge when you cancel. See clause 9.5.
Domain name	Registered and held by us during your subscription, and transferred to you at no charge when you cancel, whether or not you buy the website. See clause 10.
Footer credit	Your website carries a "Powered by Nodsites.com" credit in the footer while your subscription continues, unless we agree otherwise in writing. See clause 9.13.
Governing law	England and Wales.

PART B: TERMS AND CONDITIONS

1. Definitions and interpretation

- 1.1 In these Terms, "Terms" means these terms and conditions as updated from time to time under clause 20.6.
- 1.2 "Start Date" means the date on which your first subscription payment is successfully collected.
- 1.3 "Subscription Fee" means the monthly amount shown to you at checkout when you subscribe, as changed from time to time under clause 5.8. Our prices differ between the markets we serve and are set at the point you subscribe.
- 1.4 "Buyout Fee" means the amount payable if you choose to purchase your website outright under clause 9.4. We will confirm the applicable amount to you in writing on request, and it is lower in your seventh to twelfth paid months than in your first six.
- 1.5 "Order Confirmation" means the written confirmation we send you at Stage 1 of the build, setting out the pages, features, languages and monthly price agreed for your website. Where anything in your Order Confirmation conflicts with these Terms, these Terms prevail except on price and scope, where your Order Confirmation prevails.
- 1.6 "Services" means the website design and build, hosting, maintenance, edits and SEO management described in clause 2 and confirmed in your Order Confirmation.
- 1.7 "Client Content" means text, images, logos, videos, patient information, price lists, clinical descriptions, credentials and any other material that you supply to us or approve for publication.
- 1.8 "Deliverables" means your website and its pages, design, layout, code, configuration and any other material we create for you under these Terms.
- 1.9 "Working Day" means Monday to Friday, excluding public holidays in England and Wales. Our working hours are 09:00 to 17:00 UK time.
- 1.10 Headings are included for convenience and do not affect the meaning of any clause.

2. Scope of the services

- 2.1 We will design and build your website, host it, maintain it, carry out edits under clause 4 and manage its search engine optimisation under clause 14. The pages, features and languages included for you are recorded in your Order Confirmation. There is no cap on the number of pages your website may have.
- 2.2 Some work falls outside the Services. This includes online payment or e-commerce functionality; integration with a booking or practice management system other than one we have agreed with you; language versions beyond the three included under clause 2.3; custom software development; logo and brand identity design; paid advertising management; photography and videography; original clinical copywriting beyond the quantity recorded in your Order Confirmation; and migration of content from an existing website. We will carry out work of this kind only where you have agreed the scope and the price with us in writing beforehand.

- 2.3 Languages. Your website includes up to three language versions, named in your Order Confirmation. We provide the translations for those versions at no additional charge, unless you prefer to supply your own translated text. Each language beyond the three included may be charged for, and where a charge applies we will agree the amount with you in writing before we start. The same applies where you add a language after launch.
- 2.4 We may change the underlying technology, hosting arrangement or tools we use, provided the functionality of your website is not materially reduced.

3. Delivery stages and timescales

- 3.1 The build proceeds in six stages. Each stage begins once you have approved the previous stage in writing, and approval by email is sufficient.
- Stage 1. Discovery and content collection. You complete our intake questionnaire and supply Client Content, brand assets, logins and your regulatory licence details. We send you your Order Confirmation. Target: 5 Working Days from the Start Date.
 - Stage 2. Sitemap and design concept. We provide a homepage design concept and the page structure for your approval. Target: 5 Working Days from completion of Stage 1.
 - Stage 3. Build. We build all pages on a private staging address. Target: 10 Working Days from your approval of Stage 2.
 - Stage 4. Your review. You review the staging site and send us your feedback. We revise the site until you are happy with it, and there is no limit on the number of rounds of revisions at this stage. Please send each round of feedback as a single consolidated list, as this is the quickest way to work through it.
 - Stage 5. Clinical and regulatory sign-off. You review and approve all medical text and claims under clause 13. This approval is required and we will not publish without it.
 - Stage 6. Launch. We connect the domain, install analytics and search tools and submit the sitemap. We will send you a written launch summary if you ask us for one. Target: 2 Working Days from your Stage 5 sign-off.
- 3.2 Timescales are targets rather than fixed deadlines, and time is not of the essence. They run from the date we receive everything we need from you.
- 3.3 If you do not supply content, feedback or approvals within 15 Working Days of our request, we may place the project on hold. Monthly fees remain payable during a hold, because the subscription covers hosting, availability and our reserved capacity as well as the build itself.
- 3.4 You will nominate one person as your point of contact with authority to give approvals. We are entitled to rely on instructions and approvals given by that person.

4. Unlimited edits and priority work

- 4.1 Unlimited edits means you may request as many ordinary content and layout changes to your existing website as you need throughout your subscription. There is no limit on the number of requests you may send and no charge for each individual change. This clause explains how those requests are scheduled.
- 4.2 The following count as edits and are included: changing text; swapping or adding images; updating opening hours, prices, staff profiles, treatment descriptions or contact details; adding, removing or reordering a page using an existing layout; publishing a blog post you supply; adjusting menus; adding or amending a form field; and correcting a display fault or broken link.
- 4.3 The following do not count as edits and are treated as additional work under clause 2.2: redesigning the site or changing its visual identity; building new custom features, templates or functionality; integrating a new third party system; writing original clinical or marketing copy; creating graphics, logos or video; adding a new language; migrating the site to another platform; and any single request that would reasonably take more than 2 hours of work.

- 4.4 Priority work included. Your subscription includes 20 hours of priority edit work in each calendar month. Requests made while that allowance remains are treated as priority work and are completed within the turnaround times in clause 4.6. Unused hours do not carry forward to the following month.
- 4.5 Work beyond the included hours. If your requests in a month exceed the included hours, we will continue to work on them, but that further work is carried out subject to our availability and is scheduled around clients whose priority allowance has not been used. The turnaround times in clause 4.6 do not apply to it. We will tell you when the allowance has been reached and agree with you whether the outstanding work is scheduled as our capacity allows, deferred to the following month when your allowance renews, or treated as additional work under clause 2.2. We will not charge you for work beyond the included hours unless you have agreed the charge in writing beforehand.
- 4.6 Edit requests must be sent in writing, either through the channel we have agreed with you or, where no other channel has been agreed, by email to nodsites@networkofdoctors.com. We aim to acknowledge within 1 Working Day and to complete minor edits within 2 Working Days and standard edits within 5 Working Days. Urgent corrections, meaning published information that is factually wrong or a site that is unavailable, are handled under clause 11 and are never counted against the included hours.
- 4.7 Turnaround times are service targets that apply to priority work. Missing a target is not in itself a breach of these Terms, but if we repeatedly and materially fail to meet them you may terminate under clause 8.5.
- 4.8 We may decline an edit request that would, in our reasonable opinion, make the website unlawful, breach a healthcare advertising rule, infringe a third party's rights, harm site security or performance, or damage our reputation.

5. Fees, billing and payment

- 5.1 You will pay the Subscription Fee monthly, in advance, from the Start Date. The Subscription Fee is the price shown to you at checkout at the moment you subscribe, and it is confirmed again in your Order Confirmation.
- 5.2 Payment is collected automatically by recurring card payment through our payment processor. You authorise us to charge your stored payment method on each billing date, and you must keep valid card details on file throughout your subscription.
- 5.3 Where a valid and unexpired promotional code is applied at checkout, the discounted rate shown applies to your first month only. The standard Subscription Fee applies from your second month.
- 5.4 Our prices are not the same in every market. The Subscription Fee, the Buyout Fee and our rates for additional work reflect the costs, taxes and market conditions that apply where you are based, and they may differ from the prices we offer clients elsewhere. The price shown to you at checkout is the price that applies to you, and no other price we publish or quote forms part of these Terms.
- 5.5 The Subscription Fee and every other price we quote you are inclusive of VAT where VAT is chargeable on the supply, unless we state otherwise in writing before you commit to the fee. We will not add VAT, or any other charge of our own, on top of a price we have quoted you.
- 5.6 Payment is taken in the currency shown at checkout. If your card or bank account is held in a different currency, your card issuer or our payment processor may apply a currency conversion charge, a foreign transaction fee or a cross border fee. Those charges are set by them, they are additional to the price you agreed, and we neither control nor receive them.
- 5.7 If you are based outside the United Kingdom, you remain responsible for accounting for any tax due in your own country, including under any reverse charge mechanism. If the law of your country requires you to withhold or deduct an amount from a payment to us, you will increase the payment so that we receive the full amount stated in these Terms.
- 5.8 We may change the Subscription Fee at any time by giving you at least 15 days' written notice. The new rate applies from the first billing date falling after the end of that notice period. A change we make to our published prices does not affect the Subscription Fee you already pay unless we have given you that notice.

- 5.9 If you do not wish to accept a change to the Subscription Fee, you may cancel under clause 7.2 by giving notice at any time before the new rate takes effect. Where you do so, the existing rate continues to apply until your cancellation takes effect and the new rate is not charged to you, even if your notice period ends after the date the change would otherwise have applied.
- 5.10 All amounts are payable in full without set-off, deduction or counterclaim.

6. No setup fee and no cancellation charge

- 6.1 There is no design fee, build fee or setup fee under these Terms. Nothing is payable before work begins, and no build charge is invoiced at any stage, whether during your subscription or on cancellation. The first payment you make is the Subscription Fee.
- 6.2 We are able to offer this because we retain ownership of the website during the first twelve months. You are paying for continued use of a website we own, host and maintain, rather than buying a website outright. Clause 9 sets out how this works.
- 6.3 If you cancel during the first twelve months you owe nothing other than amounts already due. Your licence ends and the website is taken offline, but we transfer the domain name to you under clause 10 and give you a copy of your own content under clause 9.8. If you want to keep the website itself, you may buy it under clause 9.4.
- 6.4 Once you have completed twelve consecutive paid months the position changes in your favour. From that point the website transfers to you at no charge when you cancel, under clause 9.5.

7. Term and cancellation

- 7.1 Your subscription begins on the Start Date and continues month to month until cancelled. There is no minimum term.
- 7.2 You may cancel at any time by giving us at least 14 days' written notice. Your cancellation takes effect at the end of the 14 day notice period, or at the end of the current paid month if later.
- 7.3 We may cancel at any time by giving you at least 15 days' written notice.
- 7.4 Notice of cancellation must be given in writing, either through the channel we have agreed with you or, where no other channel has been agreed, by email to nodsites@networkofdoctors.com, sent from the email address we hold for you. Cancelling your card, requesting a chargeback or stopping payment does not amount to valid notice.
- 7.5 On the effective date of cancellation your subscription ends and hosting, maintenance, backups, security monitoring, edits and SEO work all stop.
- 7.6 If ownership of the website has not transferred to you under clause 9.4, 9.5 or 9.6, your licence ends on the effective date of cancellation and we will take the website offline. We will keep it available for 7 days after that date so that you can decide whether to purchase it and so that we can provide the copy of your own content described in clause 9.8. After a further 30 days we may delete the hosting environment and all stored copies.
- 7.7 Fees already paid are not refundable, except where the law requires otherwise or where we cancel under clause 7.8.
- 7.8 If we cancel for convenience under clause 7.3, we will refund any part of the current month that you have paid for and not received, and clause 9.6 will apply so that ownership of the Deliverables transfers to you at no charge regardless of how long you have been with us.
- 7.9 Cancellation shortly after launch is permitted on the same terms as cancellation at any other time. Launching the website does not create any additional payment obligation.

8. Late payment, suspension and recovery

- 8.1 If a payment fails we will attempt to collect again and will notify you. You must correct the failure within 5 Working Days.

- 8.2 If an amount remains unpaid 10 Working Days after its due date we may suspend all or part of the Services, including taking the website offline and pausing edits and SEO work, after giving you at least 3 Working Days' written warning.
- 8.3 Suspension does not suspend your payment obligations and fees continue to accrue. We will restore the Services within 2 Working Days of receiving all outstanding amounts. We may charge a reinstatement fee, and where we intend to do so we will tell you the amount before restoring the Services.
- 8.4 We may claim interest and compensation on overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998, together with our reasonable costs of recovery including debt collection agency fees, court fees and legal costs.
- 8.5 Either party may terminate immediately by written notice if the other commits a material breach that is not remedied within 14 days of written notice, or becomes insolvent, enters administration or liquidation, has a receiver appointed, or ceases or threatens to cease trading.
- 8.6 You agree not to raise a card chargeback for an amount properly due. If you do, you will reimburse the chargeback fees and administrative costs we incur.

9. Intellectual property, licence and buyout

- 9.1 You own, and continue to own, all Client Content together with your trade marks, logos, brand assets, patient data and business information. You grant us a non-exclusive licence to use them for the purpose of providing the Services.
- 9.2 We own all intellectual property rights in the Deliverables, including the website design, layout, templates, page structure, custom code, configuration and any copy we write for you. This reflects the default position under the Copyright, Designs and Patents Act 1988, under which the author of a work is its first owner and commissioning a work does not by itself transfer ownership to the person who commissioned it. Ownership passes to you only under clause 9.4, 9.5 or 9.6.
- 9.3 We grant you a non-exclusive, non-transferable licence to use the website for your own business for as long as your subscription is paid and current. This clause is itself the licence and no separate licence document is issued. The licence ends automatically when your subscription ends or during any period of suspension under clause 8.2. You may not copy, export, resell, sublicense or transfer the Deliverables, or use them as the basis for another website, while the licence is in force.
- 9.4 Buyout during the first twelve months. You may purchase outright ownership of the Deliverables at any time during the first twelve months by paying the Buyout Fee. The Buyout Fee is lower from the start of your seventh paid month than it is during your first six, and we will confirm the amount applicable to you in writing on request. The applicable amount is fixed by reference to the month in which we receive your written request. On receipt of that payment and of all other sums due, we will assign to you, with full title guarantee, all intellectual property rights in the Deliverables that we own, and clause 9.7 will apply. The buyout is optional. It is never payable on cancellation and it is not a condition of ending your subscription.
- 9.5 Transfer after twelve months. Once you have completed twelve consecutive paid months, no buyout fee is payable. From that point, if you cancel under clause 7.2 and all sums due have been paid, we will on your written request assign to you, with full title guarantee, all intellectual property rights in the Deliverables that we own, and clause 9.7 will apply. The transfer is made at your option, and if you do not request it within 30 days of the effective date of cancellation, clause 7.6 applies instead.
- 9.6 Transfer if we cancel. Ownership transfers to you at no charge, on the same terms as clause 9.5 and regardless of how long you have been a client, if we cancel for convenience under clause 7.3 or otherwise end your subscription for our own convenience.
- 9.7 What a transfer includes. Where ownership transfers under clause 9.4, 9.5 or 9.6 and nothing is outstanding, we will provide within 10 Working Days of your written request a full export of the website files, source code and database; the design source files for the pages created for you; and administrator credentials. The domain name is transferred separately under clause 10, whether or not ownership of the website passes to you. Handover is provided once, and further copies may be charged at our current

hourly rate. We will provide reasonable assistance with migration to a hosting provider of your choice, and beyond 2 hours this is charged at our current hourly rate. We will confirm that rate to you in writing before carrying out any chargeable work.

- 9.8 A copy of your own content is always available. Whether or not ownership of the website transfers, we will on request provide you with a copy of your own Client Content, meaning the text, images and other material you supplied, at no charge and at any time. That material is yours and we claim no rights in it.
- 9.9 What cannot be transferred. Some components of your website are licensed from third parties on terms that do not permit transfer, and some hosting or platform configuration is specific to our infrastructure. Where an item cannot lawfully or technically be transferred we will tell you, identify what it is, and where practical suggest an equivalent you can license in your own name. Our obligation is to transfer what we own and to release what we control, and it does not extend to items outside either category.
- 9.10 We retain ownership of everything we developed before providing the Services to you, or independently of them, and use across our clients, including our frameworks, base templates, component and code libraries, internal tools, processes and know-how. Where any of that material is embedded in your website and ownership of the Deliverables transfers to you, this clause grants you a perpetual, worldwide, royalty free, non-exclusive licence to use it as part of that website, but not to resell it, license it separately or use it in another product. No separate licence document is issued.
- 9.11 Third party components remain owned by their licensors and are supplied subject to their own licence terms, as set out in clause 12.
- 9.12 Unless you tell us otherwise in writing, we may name you as a client and show screenshots of your website in our portfolio, case studies and marketing. We will not disclose your Confidential Information or any patient data in doing so. This permission continues after your subscription ends.
- 9.13 Footer credit. Every website we build carries the credit "Powered by Nodsites.com" in the footer, linked to our own website. You agree to keep the credit in place while your subscription continues and not to remove, hide or obscure it. We will remove it, or keep the wording and remove the link, where you ask and we agree in writing.
- 9.14 We will remove the credit or the link at no charge, and without needing to agree anything further, where a regulator, a healthcare advertising rule or an advertising permit condition applying to you requires your website to carry no third party promotional content or no outbound commercial link. You only need to tell us in writing that this applies.
- 9.15 Where ownership of the Deliverables transfers to you under clause 9.4, 9.5 or 9.6, you may remove the credit at any time after the transfer takes effect.
- 9.16 You confirm that all Client Content you supply is either owned by you or properly licensed, and that its use on the website does not infringe any third party's rights.

10. Domain names

- 10.1 Where we obtain a new domain name for you, we register and hold it in our own name or in our registrar account for the duration of your subscription, and we control the DNS. We hold the domain for your benefit and for use with your website only.
- 10.2 We will keep the domain registered and renewed for as long as your subscription is active, and we will meet the registrar cost during that period unless we have told you in advance that a particular domain carries a premium or non-standard renewal cost, in which case clause 12 applies.
- 10.3 We will not sell, transfer, encumber or point the domain elsewhere, and we will not register a confusingly similar domain for another client in your area of practice.
- 10.4 Transfer on cancellation. When your subscription ends and all sums due have been paid, we will transfer the domain name to you or to a registrar account you nominate, at no charge, within 5 Working Days of your written request. You receive the domain whether or not you buy the website under clause 9.4, whether or not ownership of the website passes to you under clause 9.5, and whether you cancel in

your first month or your hundredth. The buyout fee under clause 9.4 is optional and is not a sum due for the purposes of this clause, so declining to pay it never delays or prevents transfer of the domain.

- 10.5 Registrar rules may prevent a domain from being transferred to a different registrar for a period of up to 60 days following registration or a change of registrant. Where such a lock applies we will, at your choice, move the domain to an account you hold with the same registrar, or complete the transfer as soon as the lock expires. We will not treat a lock as a reason to delay handing over control, and we will point the DNS wherever you instruct in the meantime.
- 10.6 We may withhold transfer of the domain only where subscription fees, approved additional work or approved third party costs are properly due and unpaid, and we will release it once payment is received. We may not withhold it for any other reason.
- 10.7 Transferring a domain requires your co-operation. You must open or nominate a registrar account, give us accurate details for it, respond to authorisation and verification emails from the registrar, and complete any identity check the registrar requires. If you do not do these things within a reasonable period of our request, we are not responsible for any delay in the transfer, for any failure to complete it, or for the domain lapsing, and we are not liable for any loss that results. We will tell you clearly what we need and will keep the domain renewed for as long as it remains in our account.
- 10.8 If you already own a domain when you join us, it remains registered in your name. In that case we take DNS control only, and on cancellation we return that control to you and transfer to you anything we hold in connection with the domain.
- 10.9 You confirm that the domain name and any trading name used on the website are consistent with the details on your healthcare licence or registration, where local rules require this. You must tell us before registration if your regulator requires the domain to be registered in your own name, and we will register it in your name instead, with us as technical contact.

11. Hosting, maintenance, backups, security and updates

- 11.1 We provide managed hosting for your website as part of the subscription. Your website is hosted on Netlify, and on the infrastructure and in the locations that Netlify selects for it, which may change from time to time. Hosting is included only while your subscription is active.
- 11.2 We target 99.5 per cent monthly availability, excluding scheduled maintenance, third party outages, events outside our control and any suspension under clause 8. We do not offer service credits.
- 11.3 We will apply platform, plugin and theme updates, monitor uptime and performance, and correct faults in the website caused by us, at no additional charge.
- 11.4 Backups and version history. Your website is deployed through Netlify, which keeps each published version of the site as a separate immutable deploy and allows us to restore any retained previous version quickly. We also keep the site's source files in a version controlled repository, which is the authoritative copy. We will roll back or restore a previous version at your request at no charge once per calendar month, and further restores may be charged. Retained deploy history is limited by the retention period of our hosting plan and by the platform's own policy, and older versions are deleted automatically once that period expires, so restoration is not guaranteed indefinitely. We currently use a Netlify Pro plan, on which retained deploys are kept for 90 days. We may move to a different plan or provider under clause 2.4, and the retention period may change as a result. Where a change would materially reduce how far back we can restore your site, we will tell you. Where your site draws content from a third party service, that content is held by that service and is not covered by this clause. You should keep your own copies of anything you cannot afford to lose.
- 11.5 We will maintain an SSL certificate, apply security updates, use reasonable access controls and respond to security incidents affecting our infrastructure. We do not warrant that the website will be free from unauthorised access, malware or attack.
- 11.6 We aim to acknowledge a full site outage within 1 Working Day and to begin restoration immediately on acknowledgement, and to acknowledge other faults within 1 Working Day.

- 11.7 Faults caused by you or by a third party are not covered and will be charged at our current hourly rate, which we will confirm to you in writing before carrying out the work. This includes changes made by you or anyone you authorise to the site files, code, database, DNS or hosting, failures in third party services or platforms, expired third party licences, and attacks resulting from credentials you have shared.
- 11.8 You must not give website administrator, hosting or DNS access to any third party without telling us in writing first.

12. Third party products and costs

- 12.1 The monthly subscription covers our services and standard managed hosting. Third party costs are payable by you in addition. These usually include premium plugins, themes and extensions and their annual renewals; stock photography, video and font licences; business email hosting such as Google Workspace or Microsoft 365, charged per mailbox; SMS, live chat, booking, call tracking or CRM subscriptions; advertising spend; translation into languages beyond those we provide; professional photography; and any premium content delivery, security or performance service you ask for.
- 12.2 We will tell you the cost of a third party item before committing you to it, and will not incur third party costs on your behalf without your written approval.
- 12.3 Where we buy a third party item on your behalf we will recharge it at cost plus a reasonable administration fee. We will tell you the amount of that fee at the same time as the cost of the item, before you approve it.
- 12.4 Third party products are supplied subject to their own licence terms. We are not responsible for their functionality, availability, pricing changes, discontinuation or defects. Some licences cannot be transferred, which means that if ownership of the website passes to you under clause 9.4, 9.5 or 9.6 you may need to buy your own licence to keep using them, as set out in clause 9.9.
- 12.5 If a third party licence for which you are responsible lapses, we may remove or disable the affected functionality.

13. Client content, medical claims and regulatory compliance

- 13.1 You are the regulated healthcare provider. You are solely responsible for the accuracy, clinical correctness and regulatory compliance of all medical, clinical, treatment, pricing, qualification and outcome information published on the website.
- 13.2 We will ask you for your written approval before any clinical or promotional content is published, and we will not publish it until you have given that approval. This applies at launch and to every change afterwards, and it covers treatment descriptions, claims about results, before and after images, patient testimonials or reviews, practitioner titles and qualifications, prices, and any statement about safety, efficacy or outcomes. Your approval confirms that the content is accurate and compliant.
- 13.3 Where we draft or suggest wording we do so as a starting point. We are not clinicians, lawyers or regulatory advisers, and our drafting is not a representation that content is clinically accurate or regulatorily compliant. You must review, correct and approve it.
- 13.4 You confirm that you hold all licences, registrations and permits required to advertise your services, and that the website complies with the rules that apply to you. Depending on where you practise, these may include:
- United Kingdom: the CAP Code and ASA rulings; GMC, GDC, NMC or equivalent professional guidance on advertising; CQC registration and information requirements; MHRA rules, including the prohibition on advertising prescription only medicines to the public; and consumer protection law.
 - Türkiye: the Ministry of Health regulation on advertising and information activities in health services, including restrictions on the promotional use of patient testimonials, thank you messages and satisfaction content; the requirement that the trading name and web address used online match those on your Ministry licence; restrictions on patient imagery and before and after images; rules on the use of specialist titles; and, for international health tourism, the applicable intermediary authorisation and branding requirements.

- United Arab Emirates: pre-approval of health advertising content by MOHAP and, as applicable, the Dubai Health Authority or the Department of Health Abu Dhabi; display of your facility or practitioner licence number on marketing material; the prohibition on guaranteed outcomes and unsubstantiated claims; and restrictions on clinical testimonials and before and after images.
- 13.5 Obtaining any advertising permit, pre-approval or regulatory clearance is your responsibility and at your cost, unless we agree otherwise in writing. We will supply content in a form suitable for submission and will make changes a regulator requires, treating reasonable changes as edits under clause 4.
 - 13.6 We may refuse to publish, or may remove, content we reasonably believe is inaccurate, misleading, unlawful, in breach of a healthcare advertising rule, or likely to expose either party to regulatory action. We will explain why and give you the opportunity to supply compliant alternative content.
 - 13.7 You will indemnify us against all losses, fines, penalties, regulatory sanctions, claims and reasonable legal costs arising from Client Content, from content you approved, or from your breach of this clause 13.
 - 13.8 You are responsible for the website's privacy notice, cookie notice, terms of use and any patient facing legal wording. We will implement wording you supply or approve, but we do not draft it as legal advice.
 - 13.9 Approval applies to each language version separately. Where the website is published in more than one language, your approval under clause 13.2 is required for the text in each language. Approving the text in one language does not amount to approval of any other language version.
 - 13.10 Where we provide the translation, we do so with reasonable care but we are not a translation agency and we do not warrant that a translation is clinically precise or that it satisfies the advertising rules of the market it is aimed at. You must review each language version before approving it, and you must tell us promptly if you notice an error, a mistranslated clinical term, or wording that would breach a rule applying to you. We will correct any error you report at no charge and treat the correction as priority work under clause 4.
 - 13.11 Once you have approved a language version, responsibility for its accuracy and compliance rests with you, and we are not liable for an error in it that you approved and did not report to us. This applies whether the translation was provided by us or supplied by you.

14. Search engine optimisation

- 14.1 SEO management covers technical optimisation, page speed and accessibility improvements, on-page optimisation of titles, meta descriptions, headings and internal links, local search optimisation, structured data, indexing and sitemap management, and monthly reporting.
- 14.2 Search rankings are controlled by third parties and are affected by competitor activity, algorithm changes, your local market and other factors outside our control. We do not guarantee any ranking position, level of traffic, number of enquiries, conversion rate or revenue, and no such guarantee is given in our marketing or in any conversation with us.
- 14.3 We use only methods consistent with search engine guidelines. We do not buy links or use manipulative techniques.
- 14.4 Where a search engine or advertising platform restricts healthcare or medical terms, we will work within those restrictions.
- 14.5 Results depend on your co-operation, including timely approval of content and keeping your business information accurate.

15. Warranties

- 15.1 We warrant that we will provide the Services with reasonable care and skill, using suitably experienced personnel.
- 15.2 We warrant that the Deliverables we create will not knowingly infringe the intellectual property rights of any third party.
- 15.3 Except as expressly stated in these Terms, all warranties, conditions and terms implied by statute or common law are excluded so far as the law allows. We do not warrant that the website will be

uninterrupted, error free or secure against every threat, or that it will be compatible with every browser, device or assistive technology.

- 15.4 You warrant that you have full authority to accept these Terms and that the information you give us is accurate.

16. Limitation of liability

- 16.1 Nothing in these Terms limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.
- 16.2 We are not liable, whether in contract, tort including negligence, breach of statutory duty or otherwise, for loss of profit, loss of revenue, business or anticipated savings, loss of goodwill or reputation, loss of patients, enquiries, bookings or contracts, loss of search rankings or traffic, loss or corruption of data except to the extent recoverable from a copy we were required to hold, regulatory fines or sanctions imposed on you, or any indirect or consequential loss.
- 16.3 Our total liability arising out of or in connection with these Terms in any twelve month period is limited to the total fees you paid us in the twelve months immediately before the event giving rise to the claim.
- 16.4 We are not liable for loss or damage caused by Client Content or content you approved, by your instructions, by changes made by you or a third party, by the failure or discontinuation of a third party product, platform or hosting provider, by regulatory decisions, or by your failure to obtain a required permit or approval.
- 16.5 You must notify us of any claim within 2 months of becoming aware of the circumstances giving rise to it.
- 16.6 The limits in this clause reflect the level of the fees payable and the fact that you are able to insure against the excluded risks.

17. Confidentiality

- 17.1 Each party may receive Confidential Information from the other, meaning information disclosed in connection with the Services that is marked as confidential or would reasonably be regarded as confidential, including business plans, pricing, patient information, credentials, strategies, methods and know-how.
- 17.2 Each party will keep the other's Confidential Information confidential and use it only in connection with the Services. Each party may disclose it to its employees, officers, contractors, subcontractors, professional advisers and service providers, and to the providers of the hosting, storage, communications, development and other business software it uses, but only to the extent they need it for that purpose and only where they are bound by obligations of confidentiality, whether contractual or professional, that are no less protective than those in this clause. Each party remains responsible for any act or omission of a person to whom it discloses the other's Confidential Information as if it were its own.
- 17.3 These obligations do not apply to information that is or becomes public without a breach of these Terms, was already lawfully known, was independently developed, or must be disclosed by law, court order or a regulator. Where disclosure is required and the law allows it, the disclosing party will give prior notice.
- 17.4 These obligations continue for one year after your subscription ends, and continue indefinitely for patient information and personal data.
- 17.5 Login credentials must be exchanged by a secure method wherever possible. Neither party will publish the other's credentials or system access details.

18. Data protection

- 18.1 For personal data collected through your website, including enquiry forms, appointment requests, patient contact details and any health information a visitor submits, you are the controller and we are

the processor. Each party will comply with applicable data protection law, which may include the UK GDPR and the Data Protection Act 2018, the EU GDPR, Turkish Law No. 6698 on the Protection of Personal Data and the Personal Health Data Regulation, and UAE Federal Decree-Law No. 45 of 2021 together with applicable UAE health data legislation.

- 18.2 You acknowledge that data submitted through a healthcare website is likely to include special category or sensitive health data. You are responsible for establishing a lawful basis and, where required, an additional condition or explicit consent for collecting it, and for issuing the privacy notice to data subjects.
- 18.3 As processor we will process personal data only on your documented instructions; ensure our personnel are bound by confidentiality; apply appropriate technical and organisational security measures; assist you with data subject requests, impact assessments and regulator consultations, at your cost where the assistance required is substantial; notify you without undue delay and in any event within 48 hours of becoming aware of a personal data breach; and delete or return personal data on termination in accordance with clause 7.6.
- 18.4 You authorise us to use sub-processors for hosting, email delivery, analytics, backup and form handling. We will tell you on request which sub-processors we currently use, we will give you 14 days' notice of any intended change, and you may object on reasonable data protection grounds.
- 18.5 Personal data may be transferred to, stored in or accessed from various countries, depending on the infrastructure our hosting and service providers use. Where a transfer requires a safeguard we will put an appropriate mechanism in place. Some jurisdictions restrict where health data may be stored or transferred, including UAE requirements on holding health information outside the UAE. You must tell us in writing before the Start Date if a data residency requirement applies to you, so that we can select suitable hosting. Additional hosting costs may apply.
- 18.6 We will not access patient records or clinical systems. You must not send us patient identifiable data except where strictly necessary and by a secure method we have agreed.
- 18.7 We will install analytics, tracking and cookie tools only as agreed with you. You are responsible for obtaining lawful consent for non-essential cookies and tracking on your website.
- 18.8 Details of the processing. The subject matter of our processing is the provision of website hosting, maintenance and search engine optimisation services to you. Its duration is the period of your subscription, together with the retention periods set out in clause 7.6. Its nature and purpose are the hosting, storage and transmission of enquiries and other information submitted through your website, the retention of previous versions of the site under clause 11.4, security monitoring, and analytics where you have asked us to install it.
- 18.9 The types of personal data processed are name, email address, telephone number, postal address where a visitor supplies one, IP address and device information, the content of messages and enquiry forms submitted through your website, and any health information a visitor chooses to include in such a message. The categories of data subject are prospective and existing patients, other visitors to your website, and members of your staff whose details appear on the website or who contact us in connection with the Services.

19. Events outside our control

- 19.1 Neither party is liable for failure or delay caused by an event beyond its reasonable control. This includes internet or hosting provider failure, power failure, natural disaster, war, civil unrest, epidemic, government action and new regulatory restrictions. It also includes a cyber attack or other attack directed at our company, at our employees or at our systems, and any breach or compromise of our company data. Payment obligations are not suspended by this clause. If the event continues for more than 30 days either party may terminate on written notice.

20. General

- 20.1 We provide the Services as an independent contractor. Nothing in these Terms creates a partnership, joint venture, agency or employment relationship.

- 20.2 We may use subcontractors and remain responsible for their work.
- 20.3 During your subscription and for 6 months afterwards you will not directly engage any individual we have introduced to you as part of our team, without our written consent or payment of an agreed introduction fee.
- 20.4 You may not transfer your rights or obligations under these Terms without our written consent, which will not be unreasonably withheld. We may assign or novate our rights and obligations in connection with a sale or reorganisation of our business.
- 20.5 These Terms, together with your Order Confirmation, are the entire agreement between us and replace all previous proposals, marketing statements, quotations and discussions. Neither party relies on any statement not set out in them, although nothing in this clause excludes liability for fraudulent misrepresentation.
- 20.6 We may update these Terms on 30 days' written notice. If an update materially disadvantages you, you may cancel with effect from the date the update would take effect. The version of these Terms in force at any time is the version published at our terms address, and we will keep previous versions available on request.
- 20.7 These Terms apply for the duration of your subscription. They remain in force until they are updated under clause 20.6, in which case the updated version applies from the date it takes effect, or until they cease to apply because your subscription has ended. Where any part of these Terms is found to be invalid or unenforceable, clause 20.8 applies and the remainder continues to apply.
- 20.8 If any provision is found to be invalid or unenforceable, it will be modified to the minimum extent necessary or deleted, and the rest of these Terms will continue in force.
- 20.9 A failure or delay in enforcing a right is not a waiver of that right.
- 20.10 A person who is not a party to these Terms has no right to enforce any of them.
- 20.11 Clauses 7 to 9 and 12 to 21 continue to apply after your subscription ends.
- 20.12 These Terms are made in English. Any translation is provided for convenience only and the English version prevails.

21. Governing law and disputes

- 21.1 These Terms, and any dispute arising out of them including a non-contractual dispute, are governed by the law of England and Wales.
- 21.2 The parties will first try to resolve any dispute in good faith by discussion between senior representatives within 21 days of written notice of the dispute.
- 21.3 If the dispute is not resolved, the parties will attempt mediation under the CEDR Model Mediation Procedure before starting proceedings. Either party may still seek urgent injunctive relief or pursue an undisputed debt at any time.
- 21.4 The courts of England and Wales have exclusive jurisdiction.