

1. INTERPRETATION

The definitions and rules of interpretation in this condition apply in these terms and conditions.

1.1 Definitions:

Contract: The Contract between Handlr and the Customer to which these Conditions apply;

Customer: the person, firm or company who purchases Services from Handlr.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Services or Subscription: the services to be provided by Handlr under the Contract, set out at Schedule 1.

Performance Targets: The targets set out at Schedule 2.

Handlr or Company: Handlr Ltd., company number 10603748, whose registered office is at Queens Court, 9 – 17 Eastern Road, Romford, Essex RM1 3NH.

VAT: The VAT number for Handlr Ltd. is 282446196. Value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Condition, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

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

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to **writing** or **written** includes email.

1.9 References to conditions and Schedules are to the conditions and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1. APPLICATION OF CONDITIONS

2.1 These conditions shall:

(a) apply to and be incorporated in the Contract; and

(b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Handlr unless in writing and signed by a duly authorised representative of Handlr.

2.3 The commencement of the provision of Services by Handlr (including during any agreed trial period) constitutes an offer by Handlr to supply the Services in accordance with these Conditions and an agreement by the Customer to use the Services constitutes acceptance of these Conditions. The Customer's standard terms and conditions (if any) shall not in any circumstances govern the Contract.

1. HANDLR'S OBLIGATIONS

3.1 Handlr shall provide such of the Services as requested by the Customer.

3.2 Handlr shall use reasonable endeavours to meet the Performance Targets, but any such Targets are estimates only and shall not be of the essence of the Contract.

1. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) Provide in a timely manner all information (including scripts and FAQs) required by Handlr in order to provide the Services;

(b) provide in a timely manner such access to the Customer's data as requested by Handlr;

(c) provide in a timely manner such information as Handlr may request, and ensure that such information is accurate in all material respects;

(d) where Live Web Chats are provided by Handlr, the Customer is obliged to add the appropriate HTML code to the Customer website.

(e) provide at all times whilst the Customer remains within a minimum contracted term or within a notice period to cancel; at least one valid method of payment **with** continuous payment authority for Handlr to charge the Customer when any bill becomes due.

4.2 If Handlr's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay to Handlr on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Handlr confirming such costs, charges and losses to the Customer in writing.

4.3 If Handlr's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, or of any third party, Handlr shall not be liable for any consequential inability to provide the Services and no refund shall be payable to the Customer for any period when the Services cannot be provided.

4.4 The Customer shall not, without the prior written consent from a director of Handlr, at any time from the date of the Contract to the expiry of six months after the termination of the Contract, solicit or entice away from Handlr or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Handlr.

1. CHARGES, PAYMENT AND REFUNDS

5.1 Unless otherwise agreed in writing by Handlr, all sums due to Handlr under the Contract shall be payable monthly in advance via credit or debit card and will be paid via automated payment without input from the Customer via continuous payment authority required for all accounts by default. Some accounts may be paid via monthly Direct Debit or BACS transfer upon pre-written agreement with Handlr. There is no guarantee the Company will accept alternative payment methods. The payment schedule for Direct Debit or BACS payments will be made on an individual basis and will be advertised on the payment schedule. Payment for any subscription package or packages the Customer has signed up to plus any additional overuse of the subscription package or packages, is due on the invoice date and will strictly be payable on the same day if payment is made via credit or debit card. If payments are made via direct debit, payment will be requested within 7 days from the date of invoice. Handlr will not incur any costs or commence any work until the first payment has been received.

5.2 In the event that Handlr agrees to accept payment by means other than credit or debit card a monthly administration fee of £10 will apply.

5.3 All charges under the Contract shall be subject to VAT at the prevailing rate.

5.4 Handlr may review and increase the charges for the Services and will give the Customer 30 days notice in writing of any increase.

5.5 Without prejudice to any other right or remedy that Handlr may have, if the Customer fails make any monthly invoiced payment in full in advance by credit or debit card (or other method are pre-agreed in writing) Handlr may:

(a) charge a late payment fee of £25 each calendar month that the payment remains outstanding, and

(b) suspend all Services until payment has been made in full.

(c) utilise the rights under a continuous payment authority agreement and attempt to charge the Customer using or all of the payment methods linked to the Customer account without prior notice.

5.6 Time for payment shall be of the essence of the Contract.

5.7 All payments payable to Handlr under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

5.8 All amounts due under this agreement shall be paid by the Customer to Handlr in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Handlr may, without prejudice to any other rights it may have, set off any liability of the Customer to Handlr against any liability of Handlr to the Customer.

5.9 All payments made to the Company must be made in British pound sterling (GBP). The Customer is responsible for ensuring the full pound sterling amount is paid in full when making any form of international payment from any currency other than pound sterling (GBP). The Customer will pay any and all charges and deductions that the Customers financial institution imposes; or any fees or deductions charged to the Company for any international payments made to the Company by the Customer.

5.10 If the Customer believes they are entitled to a refund from the Company, the Customer must make a formal request to the Company in writing via email for the refund and a full reason why a refund is being requested. Refund requests from the Company must never exceed the total amount paid by the Customer for the period and Services the refund request is for. Refunds may only be considered where the Company has failed in its obligations in some way. Where a refund is considered, it will be paid at the sole discretion of the Company. No refund will be payable when any sum is outstanding from the Customer to Handlr. No refund will be payable where the value is less than £150. In such cases, a credit will be applied to the Customer account only.

5.11 Where a refund request is agreed and granted by the Company, this will be payable by a method as decided by the Company and not by the Customer. A refund is only payable to the Customer and not an agent or third party to the Customer. The Company reserves the right to create a refund schedule and pay such refunds over a period of time not exceeding 30 days if the total value is less than £500, or 6 months if the total value is less than £10,000, or 12 months if the total value exceeds £10,000. If the Customer refuses to accept a refund or returns payments made by the Company, the Company will void the refund agreement and the Customer will forfeit any refund due.

5.12 Any refunds made will be payable in British pound sterling (GBP) only and returned via the original payment method where reasonably possible. The Customer is responsible for ensuring they have a bank account capable of accepting pound sterling (GBP) payments into the account via cheque or BACS payment. The Company will deduct any and all fees associated with the transfer of payments from the Company account to the Customer account if the fee, or total fees for the entire refund schedule are above £5.00 (GBP) in value.

5.13 No refunds will be made for cancellations of subscription packages whilst the subscription is still active. If a subscription package is cancelled, the subscription will not be terminated until either a) the day the following subscription payment is due to be made or b) the date the subscription agreement was due to end, whichever is the latter.

5.14 For services advertised with a refund guarantee within a specific time period, refunds will be issued as per schedule 5 below only. The Company reserves the right to withdraw the refund guarantee at any time. A refund guarantee will only apply to new customers at the start of the contract. No refund guarantee applies to renewal payments.

5.15 The minimum subscription period for all packages is **1 calendar month** unless otherwise specifically advertised otherwise. The Customer must cancel before the renewal date of their service or they will be automatically charged and their cancellation of the subscription will not take effect until the following renewal date. This applies for subscriptions with alternative renewal dates. No refund will be offered when renewal payments are received under these circumstances.

5.16 Subscription payments will be taken automatically without prior notice. Subscriptions with a continuous payment authority will automatically re-attempt to take payment on 4 occasions until the account will be suspended..

5.17 The Company may issue coupon or discount codes at its discretion which may apply fixed or recurring discounts on specific services for specific timeframes. All coupon or discount codes are only valid as per the individual terms advertised for that discount code and must only be used by the intended recipient. Coupon and discount codes must be applied at checkout. No coupon or discount codes can be applied to a Customer account

after a purchase has been made and no refunds or partial refunds may be issued due to the Customer not adding the discount or coupon code at checkout. The Company reserves the right to remove a discount or coupon code from a Customer account without notice to the Customer and for any reason whatsoever. This includes Customer accounts where a valid coupon or discount code has been used and a recurring discount is provided. Where the Company identifies a coupon or discount was obtained by a Customer who was not the intended recipient or the discount was used for an unintended product or service, the Company reserves the right to demand immediate payment for losses incurred by misuse of the discount or coupon code and may terminate your services without notice. Where a continuous payment authority exists, the Company will charge the payment card without notice to the Customer.

1. DATA AND CALL MONITORING

6.1. Handlr is registered with the Information Commissioner's Office under reference ZA252525. Without prejudice to any other rights or remedies which the parties may have, subject to clause 6.6 information about individual clients and their employees is kept strictly confidential in accordance with the Data Protection Act 1998 and (at such time as the same comes in to force) the General Data Protection Regulation.

6.2. Any information disclosed by and/or relating to (i) the Customer and its directors, employees, contractors and consultants, and (ii) any person or organisation from whom Handlr receives a telephone call or engages in a web chat with or on behalf of the Customer (a "caller"), will be treated as strictly confidential and not disclosed to any person, except to such of the Customer's directors, employees, contractors and consultants as the Customer may notify to Handlr from time to time:

6.3. "Information" includes (without limitation) (i) the name, company, firm or organisation, telephone number and other personal and contact details of the caller, (ii) the nature and content of the call, facsimile or e-mail (including any attachments to the facsimile or e-mail , and any messages or voicemails left by the caller), and (iii) the existence of the call, facsimile or e-mail; whether disclosed, recorded or stored verbally, in writing, electronically, or by any other means;

6.4 Handlr will process all "personal data" (as defined in the Data Protection Act 1998) relating to the Customer, the Customer's directors, employees, contractors and consultants, and callers strictly in accordance with the Data Protection Act 1998. For the purposes of this agreement, "process" will include (without limitation) the collection, recording, storage and disposal of personal data;

6.5 The Customer is responsible for ensuring their own compliance with the Data Protection Act 1998 (or any legislation that supersedes it) and will not pass any information obtained for them by Handlr outside of the European Union, nor to any third party. The Customer will not permit any third party to access data held on Handlr's website or database and will ensure that their own electronic devices are secure by implementing all necessary data protection measures.

6.6 Handlr will not, unless the Customer can demonstrate a genuine business requirement, collect any data that is considered Sensitive Personal Data for the purposes of the Data Protection Act 1998. Customers requiring the collection of Sensitive Personal Data must

make a request in writing. Handlr may in its absolute discretion accept or refuse the request and will confirm in writing any limitations upon the Data to be collected.

6.7 All calls will be recorded and retained for a minimum of 6 months. Recordings remain the property of Handlr and will not be provided to the Customer in any circumstance.

1. LIMITATION OF LIABILITY

7.1 The following provisions set out the entire financial liability of Handlr (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a)** any breach of the Contract howsoever arising;
- (b)** any use made by the Customer of the Services, or any part of them; and
- (c)** any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.

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

7.3 Nothing in these conditions excludes the liability of Handlr:

- (a)** for death or personal injury caused by the Handlr's negligence; or
- (b)** for fraud or fraudulent misrepresentation.

7.4 Subject to Condition 7.3:

(a) Handlr shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (i)** loss of profits; or
- (ii)** loss of business; or
- (iii)** depletion of goodwill or similar losses; or
- (iv)** loss of anticipated savings; or
- (v)** loss of contract; or
- (vi)** loss of use; or
- (vii)** loss or corruption of data or information; or
- (ix)** any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) Handlr's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

1. TERMINATION

8.1 Unless clause 8.2 applies, either party may terminate the Contract by giving no less than 30 days' written notice to the other party, however, notice given by the Customer within the first calendar month of the Contract will be deemed to expire no sooner than the end of the first month.

8.2 Where a fixed 6, 12, 36, 48 or 60 month contract has been entered into, either party may terminate the Contract by giving no less than 30 days' written notice to the other party,

however, notice given by the Customer within the period as appropriate of the Contract will be deemed to expire no sooner than the end of the agreed contract period as appropriate.

8.3 Without prejudice to any other rights or remedies to which Handlr may be entitled, Handlr may terminate the Contract immediately without liability to the Customer if:

- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;
- (h) the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (j) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in *Condition 11.1(d) to Condition 11.1(j)* (inclusive);
- (l) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010);
- (m) the Customer provides services to a third party in competition with Handlr.

8.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

8.5 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

8.6 Where the agreement is terminated due as per clause 8.1 or clause 8.3, the Customer will be liable to pay 50% of the remaining value of the contract which has not yet been paid, plus a fee of £250. Payment will be due in full within 14 days of the Termination date.

8.7 Where the agreement is terminated by the Company as per clause 8.1 or 8.3, the Company accepts no liability for any financial losses incurred by the Customer or for any costs incurred by the Customer in respect of finding or using an alternative product or service provider.

1. FORCE MAJEURE

9.1 Handlr shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Handlr or any other party), failure of a utility service, network, server or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

1. WAIVER

10.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. RIGHTS AND REMEDIES

11.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

1. SEVERANCE

12.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of this agreement.

12.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

1. ENTIRE AGREEMENT

13.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party acknowledges that in entering into this agreement it does not rely on , and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

13.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1. ASSIGNMENT

14.1 The Customer shall not, without the prior written consent of Handlr, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.2 Handlr may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

1. NO PARTNERSHIP OR AGENCY

15.1 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

1. THIRD PARTY RIGHTS

16.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

1. NOTICES

17.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office;

17.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

17.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this condition, "writing" shall not include email.

1. GOVERNING LAW

18.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

1. JURISDICTION

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

SCHEDULE 1 – SERVICES

This schedule sets out the services provided by Handlr, along with important information about those services. It is important that you read carefully the sections which apply to the Services that you have requested Handlr to provide.

Packages are as advertised on Handlr's website as "Chat Handlr" (Managed Proactive Live Chat Answering Service), "DIY Handlr" or "Proactive Live Chat" or "Live Chat" (Proactive Live Chat Software and Support System).

All packages are deemed to be subscription services which will auto-renew on a rolling basis (usually monthly or annually) until cancelled by the Customer from their online portal on the Company's website. Some packages may have renewals set to other frequencies.

The minimum subscription period for all packages is **1 calendar month** unless otherwise specifically advertised otherwise. The Customer must cancel before the renewal date of their service or they will be charged and their cancellation of the subscription will not take effect until the following renewal date. No refund will be offered in these circumstances.

Hours of Business – all services

Handlr's hours of business are dependant on the package the Customer subscribes to:

1. 'Standard' or 'Basic' hours of business are 09.00 – 17.00 Monday to Friday.
2. These hours do not include public holidays as advertised in England with the sole exception of packages which include 24-hour coverage. Handlr reserves the right to change these hours of business without prior notice.
3. Operating hours are subject to change without notice to the Customer.

Proactive Live Chat Answering

1. Live web chats will be staffed by Handlr, whose aim will be to obtain contact information and establish the nature of the enquiry from the website visitor. This information will then be emailed to the Customer upon completion of the web chat session.
2. The Customer will benefit from the features advertised with the standard package they subscribed to. All web chats are charged on a per chat basis. It is the Customer responsibility to ensure they select the appropriate package for their needs. Where a bespoke package is agreed with the Customer, the Customer will be subject to the same terms as other packages, with the sole exception of any new agreement which contradicts the features or terms of standard packages.
3. Where the package allows, Handlr may attempt to provide answers to website visitor enquiries using the Frequently Asked Questions (FAQs) information provided by the Customer.
4. It is the Customer's responsibility to ensure that FAQ information is kept up to date and communicated to Handlr.

5. Handlr does not provide an installation service and the Customer is responsible for installing the appropriate code to allow live chats to take place.
6. Where the package allows, and unless the Customer advises otherwise in writing, once installed Live Chats will proactively open every time the relevant web page is visited.
7. If a live chat consists of 5 or fewer exchanges of messages between Handlr and the website visitor prior to the conclusion of the chat either by the website visitor or Handlr, then it will not be charged.
8. Where the Customer has paid for a specific number of chats per month, any chat in excess of that amount will be charged at the price stated for the package the Customer has subscribed to.
9. Should a Customer not want to be charged for additional chats it is the Customer's responsibility to remove the code from their web pages.
10. No new chats will be initiated during the final 15 minutes of the hours of business for the package the Customer has subscribed to.
11. Handlr will not inform the Customer when their package limit has been reached.
12. Unused chats remaining in a monthly package at month end will not be carried over into the following month. They may not be refunded or credited for use against any other service with Handlr. Nor can they be transferred to another Customer.
13. Where a Customer has subscribed to "Agent Licence(s)" which enables them to answer web chats, the Customer when logged into the chat portal will automatically receive all web chat requests being a tier 1 level agent. If web chats are unanswered within 40 seconds they will automatically be diverted to a Handlr web chat agent.
14. If a Customer answers live chats, this will still deduct from the package allowance for use of our resources.

Live Online Web Chat Software and Support System

1. The minimum subscription period is **1 month** unless otherwise specifically agreed in writing.
2. User licences are sold per user per month and not per seat.
3. The Customer may not remove a user licence mid-month and by not using it, the Customer will not be entitled to any refund.
4. The Customer is responsible for installing the web chat code and managing all settings contained within the web chat system.
5. The Customer will only be entitled to a single widget for their website. There will be an additional charge for each additional widget. Each widget has its own individual code and can be installed on multiple websites.
6. The Customer may only receive support via email to client@handlr.co.uk unless their individual subscription package permits otherwise. Handlr will endeavour to respond within 2 working days which will not include weekends or bank holidays in England, UK.
7. The Customer is responsible for their own data security and ensuring only properly trained and authorised persons are permitted access to the web chat administration menu and agent web chat portal.
8. The Customer's account including all access to administration menus or the web chat portal will be suspended within 7 days if the Customer defaults on payment. After 14 days without cleared payment, the Customer's account will be terminated and no data will be recoverable by the Customer. Handlr do not accept any liability for losses the Customer incurs as a result of not being able to access the web chat system during this time.

9. System logs are retained by Handlr for at least 12 months. If any logs containing personal information require deletion, the Customer **must** provide via email the individual web chat ID, time and date of the web chat they wish to purge. Failure to provide this information will result in Handlr being unable to purge the data from the system.

10. Handlr web chat administrators reserve the right to access the Customers web chat administration panel, settings, reports and logs at any time and without notice.

11. Where a subscription contains a free allowance of guided support or training via video conferencing, this will be for a period of no more than 3 hours. The Customer must have paid for their first month of the subscription prior to this training taking place.

12. At the end of a contract which has been cancelled by the Customer who is not in arrears and within the terms set by Handlr, all user licences will be removed from the web chat system at any point on the day of cancellation. The Customer will lose access to all parts of the software, including reporting data and web chat history. After 1 month, the Customers account will no longer be accessible and will be permanently deleted.

13. If in the unlikely event users experience continuous downtime of the web chat system of more than 6 hours in any single day, a credit note may be issued upon request and at the discretion of the company equivalent to the hours' loss of service based on a 24 hour period for that current month. The time will start from the period where the organisation advises Handlr of the downtime.

Training, Development and Additional Services

1. Where a subscription contains on-site support and training, this will be for an instructor as appointed by the Company to deliver a training presentation to the Customer as per agreed in the contract. Once the Customer agrees a day and time for training, this session cannot be cancelled or altered in any way by the Customer. A training session will not be confirmed until payment is received in full for the training and all other charges associated with the training delivery. Payment must be made no later than 14 days prior

2. A full training day (on-site or remote video training) will last no longer than 6 continuous hours. This will include planned breaks not exceeding 20 minutes each. There will also be an additional lunch break of up to 60 minutes.

3. The Customer will be responsible for all reasonable travel costs, subsistence and accommodation which must be paid for prior to attendance. The Customer should supply Handlr with a specification of any particular needs they wish Handlr to address during the presentation at least 14 days prior to the training taking place. Failure to do so will result in a standard training package modules being delivered. The Customer must have paid their first invoice in full prior to the training date being finalised. Where on-site training takes place the following provisions will apply:

a) Where a training period will exceed 10 hours including all training modules, breaks and travel, the Customer will be liable for accommodation as booked by the Company. This will include booking of accommodation priced at £250 per night per instructor, or where local hotel costs exceed this figure, a suitable 4-star hotel will be selected by the Company. The cost of 3 meals per day will also be chargeable.

b) The Company will decide the method of travel for the Company instructors. When via train or plane (domestic or international) this will be business class or equivalent. Where a car is used the Customer will be liable to pay 65p per mile.

c) Where 3 meals are paid for, each meal will have a fixed charge of £15 for breakfast, £25 for lunch and £45 for an evening meal. All charges are per instructor.

- d) Where the Company opts to send an additional representative who is not required for training, to the training session all costs will be borne by the Company in respect of the additional representative.
- e) The Company will invoice the Customer based on its best estimate of the costs incurred, however, any additional costs incurred will be invoiced to the Customer and will be payable within 7 days. No refunds will be offered in respect of the charges.
4. The Customer can request additional on-site training or video conferencing training at an additional cost.
5. Any customisation required by the Customer will incur additional costs.
6. Training material will be provided within the cost of the training package. Additional training materials required by the Customer for use after training will incur additional costs.
7. Any live on-site training will be agreed upon the availability of the Company and must take place within 1 calendar month of the Customer entering into this agreement. The Company may offer up to 3 individual dates for the Customer to choose from which will be no closer than 3 days apart. If the Customer is unable to meet any of these dates, the Customer will forfeit the service and no refund or partial refund will be available.
8. Where a Customer had paid for remote video support, this will be conducted on a schedule as directed by the Company. Each session will be a minimum of 45 minutes and must be conducted in one continuous session. Credit will not be made for any time not used for the pre-booked session. The Company will provide dates the Customer can choose to have the remote video support session. Once the Customer selects a day and time, this session cannot be cancelled or altered in any way by the Customer.
9. If the Customer fails to attend the pre-booked on-site training or remote video support session for any reason, they forfeit that session and it will be considered completed in full. Where the Customer attends late to a session, the session will conclude at the pre-agreed time. No extension will be permitted under any circumstances.
10. Where a day and time has been agreed for any training or support, be they on-site or remote video conferencing, the Company reserves the right to withdraw from the training without notice and provide an alternative day and time for the training without accepting any liability for losses incurred by the Company due to any changes to the schedule.
12. If an installation service is provided with your services this will be completed usually within 3 UK working days from the day any information requested from the Customer is provided.
13. Any parts of the Customers installation which is performed by the Company as part of a paid for service or upon other agreement will not be subject to any free alterations by the Company once considered completed by the Company. Any additional alterations (if agreed by the Company) are subject to additional charges as the Company sees fit. The Company will quote you for any additional work.

General – all services

1. Transcripts of live chats will be sent only to the nominated 'company' e-mail address provided by the Customer from no-reply@handlr.co.uk unless otherwise selected and will include information in the footer of the email relating to handlr, its services and privacy laws which may not be altered for any individual Customer.
2. Customers are not permitted to express a preference as to who will be answering their live web chats.

3. Whilst Customers may upgrade their package within the minimum term, no downgrading will be permitted during the period of their current subscription – downgrading is subject to the notice periods set out at clause 8 of these Conditions.
4. Where services attract a monthly subscription fee, this is payable one month in advance. Itemised billing will appear on the following monthly payment.
5. Customers are required to set up a method of payment with continuous payment authority for their services within 24 hours of the service commencing. Failure may result in suspension of service(s) which will remain payable until the Customer sets up a method of payment.
6. Where any package is a fixed price and includes “unlimited” use of the service, a fair use policy will apply as per paragraph 8 and 9 below.
7. The fair use policy will be calculated:
 - a. For Web Chats: The package price divided by one third of the standard package itemised amount.
8. Where the fair use policy is exceeded in any one month, the user will be notified. If the policy is exceeded for a second month within any 12-month period, the Company reserves the right to a) charge for usage which exceeds the fair use policy maximum amount by the standard itemised rate for that package and b) change the package to the standard package.
9. Allowances whether included in standard itemised or unlimited packages cannot be transferred between Customers or used by or on behalf of any third party.
10. Services provided to the Customer are solely for the benefit of the Customer. Customers may not use the Services provided to act in competition with Handlr. Should any client be found to be acting in competition with Handlr the Contract will be terminated immediately in accordance with Clause 8.3.
11. Any addon features or allowances will remain active unless specifically cancelled by the Customer.
12. All packages will renew automatically unless cancelled by the Customer. Cancellation can only be made online by the Customer in the Customers' members area and will not be accepted via email or telephone.
13. Free Trials only include the fixed monthly subscription fee element and will not include any additional usage outside of the subscription package allowance of calls, chats or additional minutes. The trial will be for a set period of time as shown at the time of signing up.
14. The Customer is responsible for cancelling a subscription package prior to the free trial period ending. Once a free trial ends, the Customer will be automatically entered into a contract which subscribes the Customer at the cost and duration as dictated by the subscription they received a free trial for. The Customer will be charged automatically without exception and no alterations may be made.
15. The Customer must at all times when receiving a service from Handlr, including during a free trial period, have a valid form of payment on their account for automated billing purposes.

SCHEDULE 2 – TARGETS

This Schedule sets out the targets that Handlr aim to match in providing the Services. Please note that these are targets and not guaranteed. Nor are they performance indicators. In the unlikely event that Handlr is unable to meet these targets you will not be entitled to

any refund nor to terminate the contract immediately. Please refer to clauses 3.2, 7 and 8 of the Conditions.

Initial setup of services

1. Handlr will aim to set up a request for services within 1 UK working day of the Customer signing up and payment being received.
2. The Customer will be charged their first-month subscription payment upon the initial sign-up of services. No refunds will be offered for not receiving services within the period of setting up the services, unless this exceeds 3 UK working days and it is the direct result of a failure to act by the Company.
3. The Customer will be emailed once their services are activated. The Customer is responsible for ensuring their email server, firewalls and spam systems in place are capable of receiving emails from any @handlr.co.uk email address. Handlr cannot accept responsibility for emails not received by the Customer once sent. Particularly hello@handlr.co.uk, client@handlr.co.uk and no-reply@handlr.co.uk.

Managed Live Web Chat Services (Chat Handlr)

1. Handlr will attempt to capture the caller's name, contact email or phone number and a short message.
2. Live chats will where possible be answered within 5 minutes.
3. If all agents are busy, chat boxes may not appear on your website to avoid excessive queuing.
4. Agents will be handling multiple chats and whilst they will try and avoid delays, some delay may be unavoidable.
5. Where the package allows, Handlr may answer any FAQs and obtain contact details where appropriate.
6. The Company cannot accept liability for any incorrect information being provided to website visitors of the Customer, or website visitors who leave a live chat session at any point in a live chat session.

Proactive Live Chat Cloud Software

1. The Customer is responsible for the management of all parts of their own live chat instance settings, reports, logs and agent training.
2. The Company will endeavour to ensure the live chat cloud software is fully operational at all times. Once aware of any major issues of the live chat system, the Company will aim to have these fixed within 48 hours in most cases. Where this is not possible, this will be extended to a maximum of 10 days before any discretionary compensation may be offered to the Customer. A major issue will only be the inability of the Customer to communicate with website visitors via the live chat software.
3. Once aware of any minor issues of the live chat system, the Company will aim to have these fixed within 30 days in most cases. Where this is not possible, this will be extended to a maximum of 90 days before any discretionary compensation may be offered to the Customer. A minor issue is all issues which do not prevent the Customer from communicating with their website visitors via the live chat software.
4. The Company will not provide training unless specifically agreed with the Customer prior to the purchase being made.
5. The Company does not accept any liability for loss of service due to an incompatibility of the Customers computer system, servers, patches, any software or anything else deemed to be the fault of the Customer, which prevents the use of the Company's live chat software.

Changes

Where a Customer requests a change to their Services Handlr will endeavour to process the change within 2 working days.

SCHEDULE 3 – Referral Program and Discount Codes

The Company has a referral program which is open to all subscribers and members. Additionally, it is open to others who do not subscribe to any services provided by the Company.

Additional Definitions

Affiliate User - The registered user who has subscribed to the affiliate program.

Contractor - A contractor includes self-employed, freelance workers, businesses and other organisations. It will include a business or organisation who either are currently engaged to do some work for the Company or who have previously undertaken any work for the Company, previously for payment or otherwise. Where a Contractor is a business or organisation, it will include all shareholders, directors, persons of significant control, employees, volunteers, workers or others who may be considered employees.

Commissions - The reward earned by the Affiliate User in the form of cash, account credit or points to be exchanged for rewards.

Coupon Code - A unique code which provides a discount on selected products and/or services based on specific criteria.

Referral Program

1. General

All affiliate accounts are subject to approval.

Standard affiliate commissions are in the form of a store credit to be used for services.

Not all products and services earn commissions. Any subscription with a monthly value of £15 per month or less will not earn any referral commissions.

The Affiliate User may be issued unique Coupon Codes which, if used with a purchase will automatically credit the Affiliate User.

2. Limitations of joining

Any person who falls into a category 1-4 directly below may not join any affiliate program with the Company. If the person was already an approved affiliate prior to falling into a category below, the Affiliate User must inform the Company. The Affiliate User account will be considered suspended. No referrals may be awarded.

1. An employee or former employee of the Company.
2. A family member of an employee at the Company.
3. A close friend or associate of an employee at the Company.
4. A Contractor of the Company, either presently or previously (unless agreed in writing).

3. Termination Rights

The Company reserves the right to terminate any affiliate user for any reason and without warning. The Company reserves the right to withdraw any advertised affiliate offering. If the Company becomes aware of any unauthorised or a mistake being made in an affiliate program, which in turn has become an affiliate offer, the Company reserves the right to withdraw that offer with immediate effect and void any affiliate rewards it sees fit.

If the Company becomes aware of any abuse of the affiliate program, the Affiliate User account may be terminated without notice. The Affiliate User may be required to return part of or all of the rewards provided by the Company to the Affiliate User.

4. Affiliate Payments and Payouts

Standard affiliate payments in the form of a store credit are to be exchanged for services only. No cash or other alternative is available.

Where you are entered into a points reward program, those points may be redeemed against selected reward items available as long as the Affiliate User has sufficient points to redeem against the reward item in full. No partial exchange is accepted.

Where an Affiliate User is on a cash reward system, payments will be made by the Company on a quarterly basis and via a method as preferred by the Company.

5. Rejected Referrals

All rejected referrals will have a reason provided. If the Affiliate User has already been rewarded for a referral, which is subsequently rejected, including in an audit up to 6 months after the date of the referral being awarded, the Affiliate user will be required to return all or part of the value of the reward at the time of the reward being received. The Company will decide on the value to be returned. The Affiliate User will have no more than 14 calendar days to return the value of the reward once requested.

The Affiliate User may not under any circumstances advertise the affiliate program on any third-party rewards website without the express written permission of a senior manager or director of the Company. Any affiliate sign-ups or rewards which are referred via a reward or other affiliate website, upon being discovered will be rejected.

In any such case below, and for any reason whatsoever, any Affiliate User account which has been;

1. Suspended.
2. Rewards rejected or voided by the Company.
3. Rewards voided by the Company after the reward has been claimed.

The user will not be entitled to claim any further rewards. Furthermore, in the case where the Affiliate User has caused any losses to the Company, the Affiliate User, upon demand from the Company, will be required to pay back part of the monetary value of the losses, or the full value of such losses within 7 calendar days of being notified.

If an Affiliate User has ever used paid services from the Company and has ever:

1. Defaulted on payment.
2. Had an outstanding overdue balance.
3. Been suspended.
4. Had services terminated by the Company.

The Affiliate User account will be deemed void and no payments will be made, unless the Affiliate User applies in writing to senior management of the Company and is provided written authority to continue as an approved Affiliate User.

SCHEDULE 4 – Independent Business Partner Membership (IBP's)

1. Any person who applies to become an Independent Business Partner is subject to specific terms found [here](#).

2. Upon a successful application and payment for the IBP membership, the IBP will be granted access to the online portal whereby they will complete a training programme.
3. The initial payment of the IBP programme is refundable within 30 days of payment being made and only subject to the IBP completing all training provided.
4. If the IBP member wishes to cancel the membership within the first month without completing training, the membership will be terminated on the scheduled renewal date and no refund will be offered.
5. If the IBP member wishes to cancel their membership prior to the email confirming the IBP members page is setup is SENT, then a full refund will be issued. After the IBP members website is completed the 14 day statutory refunding period will not apply due to the work required in setting up your sales website and training courses.
6. If the IBP member wishes to cancel their membership, they must do so via email from their online portal which can be accessed 24 hours a day. No other method of cancellation will be acceptable.

SCHEDULE 5 – Refund guarantee period

1. There is no refund guarantee period or cooling off period unless specifically advertised as part of an offer or for specific services.
2. Where a refund guarantee period exists as part of an offer or specific service, this refund will be honoured in full subject to any terms displayed on the sales page at the time of purchase.
3. A Customer may only enter into an agreement for ONE refund guarantee period for one single subscription of a similar service. Any future subscriptions with refund guarantee periods are waived by the Customer to avoid abuse of the guarantee.
4. A similar service relates to services which are similar in nature. For example, a Managed Live Chat Answering service (Chat Handlr) including 50 live chats is similar to a Live Chat Answering service with 1000 chats included. However, it will not be considered similar to a subscription which only relates to Live Chat Cloud Software where the Customer answers their own live chats.