

TERMS AND CONDITIONS OF USE

These terms and conditions of use ("Agreement") are applicable, in addition to all Service Agreements ("Proposal", "Project Scope", "Contract") made by MakeYouClick, MakeYouClick.com and/or any of its associates via phone, email or any other medium of communication throughout the Term ("Duration", "Timeline") of Service ("Engagement", "Project").

INTRODUCTION

MakeYouClick, often referred to as MakeYouClick.com ("Website"), is part of a private limited company, BOSSKIDZ LIMITED (a company registered in England and Wales, Company number 12247064). For any communication or clarification regarding the business and/or any of our services, you may contact one of our associates by sending an email to: info@makeyouclick.com

Throughout this Agreement, we use the Client ("You", "you") and MakeYouClick, MakeYouClick.com and/or any of its associates ("We", "Us", "we", "us"). Any service agreement made between you and us is entered as per the terms and conditions stated below and these terms and conditions govern your access to and use of any services with us at all times.

CLIENT RESPONSIBILITY

Please read the below terms and conditions of use carefully as they form our Agreement with you for use of any or all of our Services (currently being provided and/or those added in the future).

Unless explicitly highlighted or agreed with mutual consent, all of these terms and conditions of use form part of our Proposal submitted and construed to be agreed upon by both Parties at all times, therefore, legally binding as per English Law.

- If you want to use MakeYouClick, our website or any of our services as operated and made available by us, you have to agree to these terms and you acknowledge that these terms form a legally-binding contract between us and you. If you do not want to be bound by these terms, then you should not use our website and/or our services.
- Your use of MakeYouClick, MakeYouClick.com (Website) and/or any of our Services as discussed with our associates will be subject to these terms and conditions and by using us, the Website and/or our Services you agree to be bound by the terms and conditions set forth in this Agreement throughout the Term of Service.

NOTE: All the services we offer through our Website and/or otherwise are provided subject to these terms and conditions. We reserve the right to change these terms and conditions from time to time by changing them on the Website.

If you have any objections to any terms and conditions stated below you must put your concerns in writing to info@makeyouclick.com prior to commencement of the project works or before making your first payment (whichever comes first) to us.

Last updated on 6th October 2019.

GENERAL AGREEMENT

- A. In choosing to work with us, the Client agrees to be of the opinion that MakeYouClick and its associates have the necessary qualifications, experience, and abilities to provide services to the Client as started in the Proposal or Contract via phone, email or any other medium of communication.
- B. In choosing to work with us, the Client agrees to have read and understood the Terms and Conditions of Use as set out below. These terms apply throughout the term of the project and are in addition to any terms explicitly stated in the Proposal or any Contract via phone, email or any other medium of communication.
- C. MakeYouClick and its associates are agreeable to providing such services to the Client on the terms and conditions set out below. These terms apply throughout the term of the project and/or up until the final payment for the services are received (whichever come later) and are in addition to any terms explicitly stated in the Proposal or any Contract via phone, email or any other medium of communication.

TERM OF AGREEMENT

- D. The term of this Agreement ("Term") will begin on the date of commencement of the project and/or the date of receipt of first payment as per Proposal (whichever comes first) and will remain in full force and effect until the completion of the Services and/or final payment receipt as per Proposal (whichever comes later), subject to earlier termination as provided in this Agreement.
- E. The Term may be extended with consent of the Parties. Any delays in payment of invoices or extensions due to change of scope made by the Client will automatically lead to the extension of the Term as per this Agreement.

FAIR USE OF SERVICE

- F. The Parties agree to do everything necessary to ensure that terms and conditions take effect at all times during the term of the project. You agree to remain fair and professional (via phone, email or any other medium of communication) with MakeYouClick.com and/or all of its associates.
- G. You agree to discuss any change of scope and all scope changes will need to be mutually discussed and agreed between you and us or one of the MakeYouClick.com associates to take effect as part of our Service Agreement. You agree to comply with this Agreement as well as the Project scope as stated in the Proposal at all times.
- H. Any misleading information prior to or during the term of Service, unlawful attempt to misuse our Service, extract more or works out of the scope of the project, mint monies from our associates and/or false information provided to us during the term of the Service may lead to termination of contract as stated below.
- I. You agree to maintain availability throughout the Term of agreement and keep the communication channels open at all times. You agree to maintain at least weekly (for projects below £2000) or monthly check-in points (for projects above £2000) via phone and/or email with at least one of the associates of MakeYouClick.com. Failure to

maintain availability or loss of contact, without prior notice, may lead to termination of contract as stated below, in case no contact has been made by the client for 60 calendar days or more, the project will be considered closed.

- J. You must use our Services or our Website and anything available from the Website for lawful purposes (complying with all applicable laws and regulations), in a responsible manner as per our Agreement and Proposal, and not in a way that might damage our name or reputation or that of any of our affiliates. Any attempt to wilfully damage our reputation or take advantage of our reputation for personal gains for reasons such as, but not limited to, early termination of contract will be construed as breach of this Agreement. All rights granted to you under these terms and conditions will terminate immediately in the event that you are in breach of any of them.
- K. We will determine, at our absolute discretion, whether there has been a breach of fair use of our Service and/or Website. When a breach of these terms and conditions has occurred, we may take such action as we deem appropriate and/or terminate the contract as stated below.
- L. Failure to comply with acceptable use constitutes a material breach of these Terms and Conditions and may result in our taking all or any of the following actions (in no particular order):
- Issue a warning to you;
 - Immediate, temporary or permanent withdrawal of your right to use our Service and/or our Website;
 - Bring legal proceedings against you for reimbursement of all costs and damages on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach or take further legal action against you; and
 - Disclose such information to law enforcement authorities as we reasonably feel is necessary.
- M. We exclude liability for actions taken in response to breaches of acceptable use. The responses described in these terms and conditions are not limited, and we may take any other action we reasonably deem appropriate.

JURISDICTION

- N. These terms and conditions shall be governed by English law and the applicable laws in England and Wales, and you agree that any dispute between You and Us regarding any of our Services and/or the Website will only be dealt with by the English courts. Nothing shall prevent us from bringing legal proceedings against you to protect our intellectual property rights before any competent court in England and Wales.
- O. If you are accessing our Services from outside the Jurisdiction, please be aware that we do not take liability to comply with local laws which may be applicable to you as a consumer. To the fullest extent permitted by law, we exclude our liability for any loss or damage incurred as a result of your reliance on consumer laws outside the Jurisdiction.
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IN CONSIDERATION OF the matters described in the Proposal and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Us (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage MakeYouClick, MakeYouClick.com and/or its associates to provide the Client with one or more of the following bespoke services ("Services") as per Proposal:
 - A. Business Consultation
 - B. Logo Design
 - C. Website Hosting
 - D. Website Design
 - E. Website Development
 - F. Software Development
 - G. Mobile App Development
 - H. Copywriting
 - I. SEO & Marketing
 - J. Or any other bespoke Service as per Proposal

2. You agree to provide us at least 30 days-notice for any change of scope. Change of scope or extension of scope does not automatically become part of the Agreement. Any extension of scope or services, which are not already part of the Proposal will need to be mutually agreed upon, before it becomes part of the Agreement. Additional costs will apply for any extension of Project scope and these will need to be paid in addition to the costs already agreed as part of the Proposal.

3. You agree to pay additional costs that will be applicable for any change of scope during the course of the project.

SERVICE ACCESS

4. It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access and use the Website and is compatible with the Website.

5. It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access the Services delivered as part of the Proposal. Inability to access the Service by the Client cannot be construed as breach of Agreement by us and we cannot be held responsible for the Client's inability to access the Service due to lack of equipment and technical knowledge to access the Service.

6. The Client is obligated to pay full payment as per Proposal regardless of their ability to access the Service and/or technical knowledge to access our Service.

CURRENCY

7. Except as otherwise provided in the Proposal, all monetary amounts referred to in the Proposal are in GBP.

PAYMENT

8. Prior to starting works, we will charge the Client a deposit fee (the "First Payment") which is payable before the commencement of the project. Further payments are required as per Proposal to continue works on the Project. Any missed payment or failure of instalment or payment of invoice(s) will be considered breach of this Agreement, unless otherwise stated or mutually discussed between the Parties.
9. Invoices will be generated based on the Proposal mutually agreed between both Parties. Invoices submitted by us to the Client are due within seven days of receipt. Failure to pay the invoices in time may lead to termination of the contract as stated below.
10. If you are unable to pay the invoices on time, you may discuss payment options with one of our associates by sending an email to info@makeyouclick.com Failure to discuss payment options and/or payment towards invoices as raised will be considered breach of Agreement, and may lead to proceedings as per English Law.
11. The Payment as stated in this terms and conditions does not include Value Added Tax. Any Value Added Tax (if applicable) will be charged to the Client in addition to the Payment.

REIMBURSEMENT OF EXPENSES

12. You agree to reimburse from time to time for reasonable and necessary expenses incurred by us in connection with providing the Services to you. Additional charges that are not already agreed in the Proposal will be borne by the Client, for example, but not limited to, website hosting fees, domain purchase charges, graphic design costs, copywriting, additional research or consulting costs that are incurred by us to work on your project and the costs of which are not already part of the Proposal.

INTEREST ON LATE PAYMENTS

13. Interest payable on any overdue amounts under this Agreement is charged at a rate of 8.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

DATA CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. Both parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they have obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this

Agreement. In addition to these terms and conditions, if you require a non-disclosure agreement prior to commencement of the project; please send NDA form to one of our associates at info@makeyouclick.com

16. All written and oral information and material disclosed or provided by the Client to us under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement.
17. Use of your personal information submitted to or via the Website is governed by our Privacy Policy updated from time to time.

OWNERSHIP OF INTELLECTUAL PROPERTY

18. All intellectual property and related material ("Intellectual Property") that is developed or produced by us under this Agreement, will be the property of the MakeYouClick unless explicitly stated in the Contract. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
19. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with us until after full receipt of payment as per Proposal (including all additional costs incurred during the course of the project) and an explicit transfer of ownership by us.
20. In order to transfer ownership, a written consent from one of our associates is required to pass ownership of intellectual property at the end of the project and this will be done only upon full receipt of payment as per Proposal. Full payment must be received in clear funds prior to transfer of ownership.
21. All intellectual property rights in any content of the Website or any of the Websites developed by us (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned by us or our licensors (for example photographers who have granted us a license to show their photographs).
22. Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading content from the Website. In the event you print off, copy or store pages from the Website (only as permitted by these terms and conditions), we still retain the copyright, trade mark or other intellectual property right contained in the original content and may take action against you as deemed necessary.
23. We take the misappropriation of our intellectual property rights by any user or other third party seriously and will take steps to enforce our legal rights in the event we reasonably deem any such misappropriation has occurred through our use of the Service or otherwise on the Website.

RETURN OF PROPERTY

24. Upon the expiry or termination of this Agreement, we will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client only upon full receipt of payment.

INDEPENDENT AGENCY

25. In providing the Services under this Agreement it is expressly agreed that the

MakeYouClick is acting as an independent agency and not as an employee of the Client. Both parties acknowledge that this Agreement does not create any sort of partnership or joint venture between them and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

26. Except as otherwise provided in this Agreement, we may, at our absolute discretion, engage a third-party sub-contractor to perform some or all the obligations as per Proposal under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
27. If we hire a sub-contractor to carry out works in part or whole as per Proposal:
 - A. MakeYouClick will pay the sub-contractor for its services and the Compensation will remain payable by the Client to us.
 - B. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of MakeYouClick and is not obligated to liaise with the Client in anyway.

AUTONOMY

28. Except as otherwise provided in this Agreement, we will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. We will work autonomously and not at the direction of the Client. However, we will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

29. Except as otherwise provided in this Agreement, we will provide at our own expense, all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

30. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services like the Services.

NOTICE

31. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties. You can send the notice at the following business addresses:

MAKEYOUCLICK (BOSSKIDZ LTD.)
50 Lockesfield Place
London
E14 3AJ

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

32. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

TIME OF THE ESSENCE

33. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

34. We will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

35. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement. Any terms explicitly stated in Proposal are part of this Agreement.

ENUREMENT

36. This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

37. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

38. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

SEVERABILITY

39. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

40. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

TERMINATION OF CONTRACT

41. If the Client wishes to terminate the project, an early termination of contract request needs to be made in writing within 60 days of last payment received by us. The Client agrees to give us at least 30-days' notice in case of termination of services and discuss the reasons for termination prior to further any legal action. We will do everything that is reasonably possible to discuss, correct and achieve a satisfactory outcome.
42. Any early termination of contract will have to be mutually agreed in writing by both Parties. Additional payments may be payable by the Client as per Proposal in case the Client decides early termination of the contract for any reasons.
43. Given the bespoke nature of our Service, the Client is not automatically entitled to full refund upon termination of contract and/or without our explicit consent from us. In case the Client decides to terminate the contract early at own choice, we will, at our absolute discretion, consent to terminate the project after discussing the payment adjustments or refunds, if any on a pro-rated basis based on the milestones completed and the amount of Service already delivered, where any outstanding monies should be paid by the Client before the project is deemed closed.
44. Early termination of contract without our consent and/or any non-payment of outstanding monies for milestones as per Proposal, where the Service has been delivered in part or whole, for any reasons will be deemed as breach of this Agreement.
45. In case of a dispute, where the Client does not give 30-days' notice and/or does not pay the invoices in a timely basis as per Proposal, the Client will be in breach of this Agreement and will still be liable for all subsequent payments as per Proposal. After 60-days of non-payment of an invoice, we reserve the right to start legal proceedings to recover the full costs and outstanding monies as per Proposal.
46. We warrant that we will provide the Service with reasonable skill. You acknowledge and agree that you are solely responsible for all use you make of any Service. Except as set out herein, to the fullest extent permitted by law, all implied warranties, practices, conditions, assumptions of fitness for a particular purpose or other terms of any kind are hereby excluded.
47. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using or relying on our Service.

ACCOUNT INFORMATION

48. If you have an account with us, you are responsible to maintain the information and keep it up-to-date. You must keep your username and password confidential at all times and use it only to access and use your account and not for any other purpose.
49. You are the only authorised user of your account, unless expressly specified otherwise, and accordingly you must not disclose your username and/or password to anyone else. You should contact us immediately upon discovering any unauthorised use of your account or error in the operation of your username and/or password.
50. Any breach of these terms and conditions and/or any use of your account by anyone to whom you disclose your username and/or password will be treated as if the breach

or use had been carried out by you, and will not relieve you of your obligations to us. Any such use will be attributed to you in accordance with these terms and conditions.

CONTENT

51. Whilst we try to make sure that all information contained on the Website (other than any user-generated content) is correct, it is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.
52. Except to the extent expressly set out within these terms and conditions, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Website and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Website or relying on any of its content.
53. We cannot and do not guarantee that any content of the Website will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

SUSPENSION OF SERVICE

54. You agree that we may, in our sole discretion, suspend or terminate your account (or any part thereof) or withdraw your use of the Service, for any reason, including, without limitation:
 - for lack of use, lack of communication from you for over 60 calendar days
 - if we reasonably believe that you have violated or acted inconsistently with these terms and conditions;
 - if we suspect that you may be misusing our Service for personal or business gains;
 - if you do not make your payment as per Proposal;
 - if you provide any details that are or may be false; or
 - if there is any other risk to the security or integrity of our Website or the Services.
55. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, both 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.

GET IN TOUCH

Please submit any questions or concerns you have about these terms and conditions prior to commencement of the project. All concerns should be made in writing and you can contact us via the Website; or by email to info@makeyouclick.com