

Klioh Studio Limited Terms of Service
Effective 02 January 2024
Last updated: 02 January 2024

We know that it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use Klioh services, and what we expect from you, our client ("Client", "you" or "Klioh's Client(s)").

These Terms of Service constitute a binding and enforceable legal agreement between Klioh Studio Limited, and you in relation to the use of any Klioh services, so please read them carefully.

You may use Klioh's services only if you fully agree to these Terms of Service. By using and/or paying for any Klioh Services, you signify and affirm your informed consent to these Terms of Service and any other Klioh terms applicable to your use of any Klioh services. If you do not agree to these Terms of Service, you must not use Klioh's services.

Besides these terms, we also publish a [Privacy Policy](#). Although it's not part of these terms, we encourage you to read it to better understand how you can update, manage, export, and delete your information.

These Terms of Service include the following topic headings:

Charges: how long a quotation is valid for, advance payment terms for projects, and how you can expect Klioh to communicate with you regarding project charges.

Invoicing: detailing how you can expect to be invoiced for Klioh's services and late payment conditions.

Project Change Process: our process should you wish to request a change in scope or details (for example) for your project.

Client materials, Intellectual property, and Promotion Rights: which describes the intellectual property rights to the content you find in our services, and our right to promote our work — whether that content belongs to you, Klioh or others.

In Case of Problems or Disagreements: which describes other legal rights you have, and what to expect in case someone violates these Terms of Service.

What Klioh Expects From You: some sections contain a subheading entitled 'What Klioh Expects From You' which establishes certain rules for using our services.

Terms of Service

1. Service Provider - Klioh:

Klioh's services are provided by, and you are contracting with Klioh Studio Limited (Company number: 13471044, with its registered place of business being: 238 Station Road, Addlestone, Surrey, United Kingdom, KT15 2PS), ("Klioh", "we", "us", "our").

2. Klioh's Services and How These Terms Govern the Services:

These Terms of Service apply to all services provided by Klioh, including website development and design services ("the Services", or "Klioh's Services"). These Terms of Service incorporate any relevant quotation, proposal, and statement of work provided to you by Klioh from time to time (together "the Project Terms"), unless otherwise agreed between you and Klioh in writing. Your acceptance of a quotation, Project Terms, use of the Services and/or payment made to Klioh, shall be deemed acceptance of these Terms of Service.

3. Project Duration

Unless otherwise agreed between you and Klioh in writing, a standard project duration for the Services is four (4) consecutive calendar months, the particular dates of which shall be defined in the relevant Project Terms ("Standard Project Term").

Should Klioh deem it necessary to extend the project beyond the Standard Project Term, for reasons including, but not limited to, a delay in your provision of the materials required for the project including but not limited to: relevant copy documents, imagery, design files, and brand assets ("Client Materials"), insufficient or erroneous Client Materials, project change requests, and or late payments, notwithstanding any other right or remedy granted to Klioh under these Terms of Service and applicable law, Klioh reserves the right to amend the agreed project completion date (as defined in the relevant Project Terms) and impose a rolling monthly fee until the project's revised completion date, to be determined by Klioh (Project Extension Fee). The Project Extension Fee shall be calculated on the basis of Klioh's available resources at that time, the reasonable costs that Klioh has or anticipates it shall incur in relation to extending the Standard Project Term, and, the time and scope of Services that Klioh reasonably anticipates shall be necessary to complete the relevant project.

- 3.1. What Klioh Expects From you:** If, before commencing a project, you are in any doubt as to whether the agreed project term (as defined in the relevant Project Terms) is sufficient in duration, or, you have material concerns as to your ability to provide the required Client Materials, or engage in regular discussions and feedback sessions as required for the duration of the project, we encourage you to promptly contact your Authorised Klioh Representative to discuss your concerns.

4. Charges, Deposit, Standard Payment Schedule,

Charges for the Services shall be defined in the relevant Project Terms. Please note that all quotations are valid for a period of 30 days from the date provided on the relevant quotation, proposal, or statement of work ("Quotation Period"). Klioh reserves the right to amend a quotation or proposal, or, decline to provide the relevant Services if it does not receive the relevant Project Deposit (as defined under this Section 4.1) before the expiry of the Quotation Period. All Charges are exclusive of VAT.

You agree to reimburse Klioh for any additional expenses necessary for the completion of the work detailed in the Project Terms. Expenses may include but are not limited to software and platform subscriptions, purchase of domain name registration, typography licences, applications for relevant intellectual property rights, and stock photography. Such expenses will be communicated by Klioh to you in writing. You understand and agree that failure to pay such expenses necessary for the completion of the project may result in a delay to the Project for which Klioh cannot be held liable for.

- 4.1. **What Klioh Expects From you - payment schedule:** Unless otherwise agreed between you and Klioh in writing, Services require an advance, non-refundable payment of a minimum of twenty five (25) percent of the total project amount, due on the date specified in the relevant statement of work ("Project Deposit"). Thereafter, unless otherwise communicated to you in writing, you shall be required to pay twenty five (25) percent of the total amount (inclusive of any additional charges incurred to date) on the first (1) of each calendar month, for the duration of the project term. You understand that Klioh reserves the right to withhold the release of the project materials to you, if full and final charges for the relevant project are not paid on or before the project completion date (as defined in the relevant Project Terms). Notwithstanding this section 4, Klioh reserves the right to require full payment upfront for projects shorter in duration than the Standard Project Term, updates or changes to existing or ongoing projects.

5. Invoicing and payment

Klioh shall submit invoices to you in line with the timescales outlined under the section titled 'Charges' in these Terms of Service, and more specifically defined in relevant Project Terms. Invoices shall be sent to you via email, but hard copy invoices may be made available upon written request. Klioh's bank details shall be made available to you on relevant invoices and or Project Terms.

5.1. What Klioh Expects From you:

Payment is due on receipt of invoice, and no later than seven (7) days from which the relevant invoice is dated ("Due Date"). Payment for Services is due by bank transfer unless otherwise communicated to you by Klioh in writing.

You understand that if you fail to make any payment due to Klioh by the Due Date, then, without limiting Klioh's remedies under or in connection with these Terms of Service or applicable law, you shall be required to pay Statutory Interest on the overdue amount, as defined under the Late Payments of Commercial Debts (Interest) Act 1998. Such interest will accrue daily from the Due Date until full payment is received by Klioh, and, once statutory interest begins to accrue, Klioh is also entitled to an additional fixed sum of forty (40) pounds for debts of one thousand (1000) pounds or less, or, seventy (70) pounds for debts of more than one thousand but less than ten thousand (10,000) pounds, or, one hundred (100) pounds for debts greater than ten thousand (10,000) pounds.

Notwithstanding the above, Klioh may at its sole discretion either impose a Project Pause and Project Pause Fee at any time (as defined under Section 6 of these Terms of Service), or, for accounts unpaid thirty (30) days after the date of invoice which shall be considered in default Klioh shall in its sole discretion, deem the project cancelled and any associated Project Terms terminated. Termination of the project by Klioh under these Terms of Service does not relieve you of the obligation to pay any outstanding charges assessed to your account, including interest due and payable. Clients with accounts in default agree to pay Klioh reasonable expenses, including all associated legal fees and costs for collection by third-party agencies, incurred by Klioh in enforcing section 4 of these Terms of Service.

6. Turnaround Time and Content Control: Notwithstanding your obligations under these Terms of Service, Klioh shall deliver the Services to you in line with the dates defined in the relevant Project Terms, or as otherwise agreed between the Parties in writing.

6.1. What Klioh Expects From you: Klioh is a small business and adhering to project timelines is critical for its business. Delays to projects due to the late provision of Client Materials, or providing incomplete, unclear, or erroneous Client Materials may cause a delay to your project, and impact our other project timelines. This is why we ask our Clients to provide all the required information and content in advance of commencing a project.

You understand that the turnaround time indicated in any Project Terms is conditional upon you providing Klioh with the necessary information, content, materials, and timely and adequate responses to questions, regular and sufficient engagement throughout the project term, and all payments required within the timelines specified in the relevant Project Terms or otherwise communicated to you by Klioh.

As part of the Project Terms, Klioh may provide you with a Client Materials template. This template provides guidance on the necessary details and organisation of Client Materials required for Klioh to commence the project. You understand that Klioh may reject the Client Materials should they not follow the template provided by Klioh and/or the Client Materials that you provide are not clear, sufficient, or complete. You understand that this may result in a delay to the start and or completion of your project which Klioh cannot be held liable for.

Klioh reserves the right to impose a pause in the project at any time should you fail to produce the Client Materials necessary for Klioh to carry out, continue, or complete the project ("Project Pause"). You understand that a Project Pause may incur an additional fee, which shall be detailed in an invoice issued to you by Klioh ("Project Pause Fee"). In the event of a Project Pause, you understand that for Klioh to re-commence your project that all required Client Materials must be provided to Klioh within the timelines communicated to you by Klioh, and any Project Pause Fees paid upfront. If after seven (7) days from the date on which a Project Pause starts and you have failed to provide Klioh with the required Client Materials, Klioh reserves the right to terminate the project and any balance remaining becomes payable immediately.

You understand that Klioh cannot not be held liable for any direct or indirect costs or expenses incurred by you or your affiliates for late completion or delivery of the Services where Client Materials have not been provided and/or are inadequate and a Project Pause has been deemed necessary by Klioh. **Simply put, please do not give us the go ahead to start your project until you have the necessary Client Materials ready, and have provided these to Klioh.**

7. Project Change Process

As part of our project management process, we include a Project Change Process. This will come into effect whenever you wish to request a change to your project after the Project Terms have been agreed ("Project Change Request"). The Project Change Process shall be detailed in the relevant statement of work.

Project Change Requests shall be reviewed by Klioh on a case-by-case basis and Klioh shall communicate to you whether such Project Change Request is possible at the stage it has been requested, if it can be included as part of the charges detailed in the associated Project Terms, and or whether such Project Change Request will incur an additional charge. If the Project Change Request is complex, it may require, at Klioh's discretion, a project call between the Parties to discuss the requested change which may incur an additional charge.

- 7.1. **What Klioh Expects From you:** Should you wish to request to change an element of the project after the Project Start Date (as defined in the relevant statement of work) we ask you to put the request in writing in a timely manner and adhere to the Project Change Process as detailed in the relevant statement of work.

You understand that whilst Klioh will make all reasonable efforts to incorporate such Project Change Requests, that they may either not be possible or may incur an additional fee, which you will be required to pay in addition to the agreed charges for the project ("Project Change Fee").

You understand that any project change requests submitted within 14 days of the project's completion date (as defined in the relevant Project Terms) shall be deemed a Late Request and may either not be possible, or, if Klioh is able to accommodate a Late Request, this shall be considered a 'rush order' with an additional fee ("Late Request Fee"), invoiced to you by Klioh and payable on approval of the Late Request. You understand that Klioh will not be able to proceed with any Late Requests until the Late Request Fee is paid upfront. Klioh is a small business, and to accommodate Late Requests involves Klioh taking time allocated to other projects; new business opportunities; and/or working overtime to incorporate Late Request changes to projects.

8. Client Review

Klioh will provide you with an opportunity to review the appearance and content of your project during the period of performance until 14 days before the project completion date (as defined under the relevant statement of work), "Client Review Phase". You understand that the Client Review Phase shall end no later than 14 days before the project completion date, as defined in the relevant statement of work, and that any requests made after this date shall be treated as a Late Request, as governed by section 7 of these Terms of Service.

- 8.1. **What Klioh Expects From you:** During the Client Review phase you will be asked to review and approve the project and or communicate reasonable change requests. You understand that if you fail to respond or otherwise communicate your requests for amends to the project materials and or approval of the project during the Client Review Phase, that the project materials shall be deemed accepted and approved by you. Any project change requests raised after the Client Review phase shall be treated as Project Change Requests as governed by section 7 of these Terms of Service.

9. Use of Third Party Products and No Third Party Liability

You, or Klioh may use certain third party software, products and or services in connection with the Services (“Third Party Products”). Klioh does not control, endorse or adopt any Third-Party Products and will have no responsibility for Third Party Products including, without limitation, any issues concerning the availability or pricing of such products, vulnerabilities, security, errors, interruptions, reliability, bugs, or other issues relating to the use and or reliance of such Third Party Products. Should your project require the use of Third Party Products, you may be required to purchase a licence or subscription to use the Third Party Product(s) and your dealings or correspondence with such third parties are solely between you and the relevant third party.

In addition, Klioh makes every reasonable effort to ensure that client websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Google Chrome, Microsoft Edge etc.). You understand and agree that Klioh cannot guarantee correct functionality with all browser software across different operating systems and that Klioh will have no responsibility for web pages which do not display to your satisfaction in new versions of browsers which are released after work has commenced on your project (“Updated Browser Software”). Klioh reserves the right to charge an additional fee for any necessary work involved to update the project materials, including but not limited to, changing a website design or website code to render it suitable for Updated Browser Software.

For the avoidance of doubt, these Terms of Service do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

- 9.1. **What Klioh Expects From you:** Should your project involve the use of Third Party Products, including but not limited to the use of payments, e-commerce, CRM, analytics software, or other software as a service provider, you understand that your use of such Third Party Products shall be provided by a third party, and, governed by that third party’s applicable terms. Simply put Klioh is not responsible or liable for any loss or damage of any sort incurred as a result of such dealings and you understand that your use of Third Party Products, and your interactions with third parties, is at your own risk.

You understand that Klioh shall not be responsible for testing, validating, or otherwise proofing the suitability of such Third Party Product(s) for your project. Klioh strongly advises you to thoroughly test any Third Party Products in good time before your project launch date and, should any bugs or issues arise, that you work with the relevant third party to resolve any issues prior to your project launch. Please promptly contact your Authorised Klioh Representative if you are in any doubt as to which services or products are considered Third Party Products under these Terms of Service or Project Terms, as applicable.

10. Indemnity

As outlined at Section 2 of these Terms of Service, these terms form a legally binding agreement between you, and Klioh. In using Klioh’s Services, you agree to adhere to these Terms of Service, as amended from time to time. You understand and agree that should you violate these Terms of Service, you agree to defend, indemnify and hold harmless Klioh, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including legal’ fees) arising from: (1) your violation of any term of these Terms of Service or any other Klioh Terms; (2) your violation of any third party right, including any copyright, access rights, property, or

privacy right, resulting from your Client Materials, content, and/or your use of the Services, including, without limitation, Klioh's Services' actions for your benefit; and/or (3) any other type of claim that your Client Materials and/or ancillary content caused damage to a third party.

11. Client materials, Intellectual property, and Promotion Rights

11.1. Your Intellectual Property: As between Klioh and you, you shall own all intellectual property pertaining to your Client Materials as defined in the relevant Project Terms, and to any other materials created, developed, or connected to the Services by you, including any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, code, algorithms, APIs, databases, interfaces, text and literary works. Klioh does not claim ownership rights on your Client Materials or the content you connect to the Services. You know and agree that in order to provide the Services to you and to maintain and improve the Services we will need to access, upload and/or copy your Client Materials, to make display adjustments, to duplicate for backup and perform any other technical actions and/or uses required to perform our Services, as we deem fit. Further, Klioh shall reserve the right to include its company name and or logo in project materials and to be tagged in any social channels displaying the Services during development and/or upon completion of the project ("Promotion"). You hereby grant Klioh a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to use your Client Materials for the Services and for Promotion purposes.

11.2. Klioh's Intellectual Property: All rights, title and interest in and to the Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the "look and feel" of the Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customised URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, "Intellectual Property"), and any derivations thereof, are owned by and/or licensed to Klioh.

These Terms of Service do not convey any right or interest in or to Klioh's Intellectual Property (or any part thereof), except only for the limited licence expressly granted above. Nothing in these Terms of Service constitutes an assignment or waiver of Klioh's Intellectual Property rights under any law.

In addition to the above, certain fonts made available to you within the Services may be licensed to Klioh, or to you directly, by a third party provider, and are therefore subject to additional licence terms of such provider and any applicable fees for the use of such fonts must be paid by you.

12. Confidentiality

You and Klioh (each “the Receiving Party”) shall use its reasonable endeavours to keep confidential all information and documentation disclosed by the other party (“the Disclosing Party”), before or after the date of these Terms of Service, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to any software, operations, products, processes, dealings, trade secrets or the business of the Disclosing Party (including without limitation all associated software, specifications, designs and graphics) or which is identified by the Disclosing Party as confidential (the Confidential Information) and will not use any Confidential Information for any purpose other than those prescribed for under these Terms of Service. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. This clause shall survive the termination of these Terms for whatever cause. During the term of these Terms the Receiving Party may disclose the Confidential Information to its employees and subcontractors (any such person being referred to as the Recipient) to the extent that it is reasonably necessary for the purposes of these Terms of Service and or for Klioh to provide the relevant Services. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party’s obligations of confidentiality under these Terms as if the Recipient was a party to these Terms.

The obligations in this clause 10 shall not apply to any Confidential Information which is:

At the date of these Terms already in, or at any time after the date of these Terms comes into, the public domain other than through breach of these Terms by the Receiving Party or any Recipient;

Furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or

Required to be disclosed by the Receiving Party by law or regulatory requirements, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable of the requirement for such disclosure.

All tangible forms of Confidential Information, including, without limitation, all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and shall be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party’s request or the termination of these Terms (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

13. Relationship

These Terms of Service, and your use of our Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Klioh and you.

14. Data protection

For the purposes of this clause, Data Protection Law means the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, any other data protection and/or privacy laws applicable to Klioh, and any applicable laws replacing, amending, extending, re-enacting or consolidating the above from time to time. Both parties will comply with all applicable requirements of Data Protection Law. This clause is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under Data Protection Law. You agree to comply with Data Protection Law in connection with the collection, storage and processing of personal data (which shall include you providing all the required fair processing information to, and obtaining all necessary consent from, data subjects), and the exercise and performance of your respective rights and obligations under these terms and conditions, including all instructions given.

15. In Case of Problems or Disagreements

Both the law and these terms give you the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong.

Warranty: we provide our services using reasonable skill and care. If we don't meet the quality level described in this warranty you agree to tell us in writing at the time the issue arises, and we'll work with you to try to resolve the issue.

Liabilities: Both the law and these terms try to strike a balance as to what you or Klioh can claim from the other in case of problems. That's why the law allows us to limit certain liabilities, but not others, under these terms. These terms only limit our responsibilities as allowed by applicable law. These terms don't limit liability for fraud, fraudulent misrepresentation, or death or personal injury caused by negligence or willful misconduct.

Other than the liabilities described above, Klioh is liable only for its breaches of these terms or applicable service-specific additional terms, subject to applicable law. Notwithstanding Section 8 of these Terms of Service, Klioh won't be responsible for the following liabilities: loss of profits, revenues, business opportunities, goodwill, or anticipated savings; indirect or consequential loss; and or punitive damages. Klioh's total liability arising out of or relating to these terms is limited to the greater of (1) £500 or (2) 100% of the fees that you paid to use the relevant services in the 12 months before the breach.

Taking Action - General: Before taking action for breach of our services we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would violate the law or a legal enforcement authority's order, compromise an investigation, and or compromise the operation, integrity, or security of our services.

- 15.1. **What Klioh Expects From You:** In the event of a dispute or problem relating to the use of our Services, the Project Terms and or any section of these Terms of Service, you agree to first promptly contact your designated Klioh Representative, as defined in the relevant Project Terms, and we will work with you to resolve the issue. In the unlikely event that such dispute or problem is not resolved within ninety (90) days, you agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure, as amended from time to time. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by Klioh. You understand that subject to any applicable law, all disputes between you and Klioh shall only be resolved on an individual basis and you shall not have the right to bring any claim against Klioh as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

16. **Governing Law:** these terms and your relationship with Klioh under these Terms of Service and any associated Project Terms, are governed by English law, and you agree to the exclusive jurisdiction of the English law arbitration and the English courts.

17. **Entire Agreement**

These Terms of Service, together with the Project Terms and any other legal or fee notices provided to you by Klioh, shall constitute the entire agreement between you and Klioh and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Klioh and you, including those made by or between any of our respective representatives, with respect to any of the Klioh Services. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of Klioh in entering into any of the Terms of Service.