



Black Tiger Creative Ltd T/A Pharmacy Digital

WEBSITE DESIGN

TERMS & CONDITIONS

Version 2.0. Effective Date: 1st July 2026

Black Tiger Creative Ltd, registered in England and Wales under company number 13669013, registered office 3a St. Georges Park, Kirkham, Preston, England, PR4 2EF, trading as Pharmacy Digital ("The Company").

These terms apply to the attached order form, which outlines the type of website to be produced.

1. Scope of Services

Black Tiger Creative Ltd ("The Company") will design and develop a website based on the specifications outlined in the Client's order form. Please refer to the order form for details on the number of pages included. This design package encompasses the agreed number of pages, features, and functionalities. Any additional features or significant changes beyond the agreed scope will require a separate agreement and may incur additional costs.

2. Client Responsibilities

The Client agrees to provide all necessary content, images, branding elements, and any other required materials in a timely manner. Delays in providing these assets may impact the project timeline. The Client is also responsible for reviewing and approving design elements and functionality within agreed deadlines to ensure smooth project completion.

3. Communication and Collaboration

Black Tiger Creative will maintain open and timely communication throughout the design and development process. The Client agrees to respond to requests for feedback and approvals promptly. Regular updates will be provided, and any significant delays or changes should be communicated in advance.

4. Payment Terms

4.1 A non refundable deposit of 50% of the total project fee is required before any design work begins. The remaining balance is due upon completion of the website and before the site goes live or is transferred to the Client.

4.2 All prices quoted are fully inclusive. The Company is not registered for VAT and no VAT is chargeable on any fees under this Agreement. Should the Company become VAT registered during

the term, VAT will be added to invoices issued from the date of registration and the Client will be given advance notice.

4.3 Invoices are payable within 7 days of the invoice date unless otherwise agreed in writing.

4.4 The Company reserves the right to charge interest and recovery costs on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.5 Where an invoice remains unpaid for more than 30 days, the Company may suspend work, suspend hosting, or withhold delivery of files until payment is received in full. The Company will give the Client seven days' written notice before doing so.

5. Website Handover and CMS Training

A complimentary walkthrough session is available strictly upon request following completion of the project. This session is intended to familiarise the Client with how to manage and update their website. This offer is available for up to 30 days from the date of project completion. Requests made outside of this period will be charged at the Company's standard hourly rate.

6. Ownership

Upon full payment, the Client owns the intellectual property rights to the website's design, content, and structure. However, the website will be hosted on Black Tiger Creative's server unless otherwise agreed in writing. No rights in the work transfer to the Client until payment has been received in full and cleared.

6.1 Hosting

While the Client owns the website, Black Tiger Creative retains control over the hosting environment, ensuring website performance, security, and updates. The Client will not have direct access to the hosting infrastructure unless explicitly agreed. Hosting is provided on an ongoing monthly rolling basis, billed via Direct Debit, and may be cancelled by either party with one month's notice. Hosting costs are subject to change, and the Company will give the Client not less than 30 days' written notice of any change before it takes effect.

6.2 Domain Pointing

To connect the website to the Client's domain, Black Tiger Creative offers the following options, which must be agreed upon before work commences.

- If the Client purchases a domain through Black Tiger Creative, we will handle the setup.
- If the Client owns a domain, we can update the DNS settings with their consent.
- Alternatively, we can provide the DNS records for the Client to update themselves.

6.3 Transfer & Migration

If the Client wishes to migrate their website to another hosting provider, they must provide at least 30 days' notice before the renewal date. Black Tiger Creative will endeavour to provide all

applicable files in a timely manner and assist with the transfer at its discretion. Any additional migration support may be subject to additional fees.

6.4 Third Party Software & Licensing

Any third party software, plugins, or stock images used in the website development are subject to their respective licensing agreements and are not owned by Black Tiger Creative or automatically transferred to the Client. If specific licences are required for the Client to maintain the website independently, it is their responsibility to acquire them.

6.5 Portfolio Rights

The Company may display the completed work, including screenshots, designs and the Client's name and logo, in its portfolio, website, case studies, social media and marketing materials. The Client may withdraw this permission at any time by written request, and the Company will remove the material within a reasonable period. This clause does not permit the disclosure of any confidential information.

7. Client Content and Warranties

7.1 The Client warrants that it owns, or holds all necessary licences and permissions for, all content, images, logos, trade marks, text and other materials supplied to the Company for use in the project.

7.2 The Client warrants that such materials do not infringe the intellectual property rights of any third party and do not breach any applicable law.

7.3 The Client shall indemnify the Company against all claims, losses, damages and reasonable costs arising from any breach of this clause 7.

8. Regulatory and Legal Compliance

8.1 The Client is solely responsible for ensuring that the content, claims, products and services presented on the website comply with all applicable laws, regulations and professional codes. This includes, where relevant, the requirements of the General Pharmaceutical Council, the Medicines and Healthcare products Regulatory Agency, the Advertising Standards Authority, the CAP Code, the Human Medicines Regulations 2012, and any conditions attached to the Client's professional registration or licences.

8.2 The Company may, as a matter of good practice, highlight where content appears inconsistent with such requirements, but does not provide regulatory, legal, clinical or compliance advice, and no statement by the Company should be relied upon as such.

8.3 The Client is responsible for obtaining its own regulatory and legal advice on the content and operation of the website. Final approval of all published content rests with the Client.

8.4 The Client shall indemnify the Company against all claims, penalties, losses and reasonable costs arising from the Client's failure to comply with this clause 8.

9. Website Accessibility and Performance

9.1 The Company will build the website in line with generally accepted good practice but does not warrant that the website will meet any specific accessibility standard, search engine position, traffic level or commercial outcome unless expressly agreed in writing in the order form.

9.2 The Company does not warrant that the website will be free from all errors or that it will operate uninterrupted, and is not responsible for faults arising from third party hosting providers, domain registrars, plugins, software updates or integrations outside its control.

10. Confidentiality

10.1 Each party shall keep confidential all non public information disclosed by the other in connection with this Agreement, and shall not disclose it to any third party except to those of its personnel or contractors who need to know it, or where required by law.

10.2 This obligation continues for a period of three years following the end of this Agreement.

10.3 This clause does not restrict the Company's rights under clause 6.5.

11. Cancellation and Refunds

The 50% deposit is strictly non refundable. If the Client cancels the project after work has begun, any work completed up to that point will be billed accordingly. If Black Tiger Creative is unable to complete the project due to unforeseen circumstances, the deposit remains non refundable, but any outstanding balance will be waived, provided that reasonable opportunities were given to resolve any concerns.

12. Project Inactivity

If the Client does not provide required information or feedback for more than 60 days, the project will be considered inactive and closed. Any deposits paid will be retained as compensation for time and resources invested. Should the Client wish to resume the project after this period, it will be treated as a new engagement, requiring a new deposit and adherence to current pricing.

Additionally, where the majority of the project, typically 90 percent or more as determined at the discretion of Black Tiger Creative Ltd, has been completed, and progress is delayed for more than 14 days due to outstanding content, assets, approvals, or feedback required from the Client, the remaining balance shall become immediately due.

Upon receipt of full payment, any outstanding items forming part of the originally agreed scope may be completed and delivered as part of final delivery. This clause applies only to content, amendments, or changes already agreed in writing and does not entitle the Client to ongoing updates, revisions, or additional work beyond the original project scope.

13. Scope Adjustments After Submission

If, after preliminary designs have been provided, the Client requests significant changes to the original project scope, including but not limited to changes in the business name, theme, or core purpose, the project will be treated as a new engagement. Black Tiger Creative's design work is specifically created for the original project as outlined, and no further designs will be produced for any altered name or theme under the initial agreement. Any such changes will require a new project submission and deposit payment in line with Black Tiger Creative's current pricing. Previously paid deposits or balances will be finalised as fees for the original project, and new deposits and fees will apply to the revised project as requested by the Client.

14. Exclusivity to Agreed Project

The website design and development services provided by Black Tiger Creative are exclusive to the project outlined in the order form. Any additional work beyond the agreed scope will require a new order form and separate fees.

15. Business to Business Agreement

15.1 The Client confirms that it is entering into this Agreement in the course of a business, trade, craft or profession, and not as a consumer.

15.2 Accordingly, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the consumer provisions of the Consumer Rights Act 2015 do not apply to this Agreement.

16. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations where that delay or failure results from events beyond its reasonable control, including but not limited to power or internet failure, failure of a hosting or telecommunications provider, cyber attack, fire, flood, epidemic, industrial action, or act of government. The affected party shall notify the other as soon as reasonably practicable, and where the event continues for more than 60 days either party may terminate this Agreement on written notice.

17. Limitation of Liability

17.1 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be limited or excluded.

17.2 Subject to clause 17.1, Black Tiger Creative's total aggregate liability for any claims related to this project will not exceed the total amount paid by the Client for the website design service.

17.3 The Company is not responsible for indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss of data, or technical issues arising from third party hosting, domain providers, or software integrations.

17.4 The Client is responsible for maintaining its own insurance appropriate to its business, including professional indemnity and cyber liability cover where relevant.

18. Data Protection

18.1 Where the Company hosts the Client's website or otherwise handles personal data relating to the Client's patients, customers or website visitors, the parties agree that the Client is the data controller and the Company is the data processor.

18.2 The provisions of Schedule 1 apply to that processing and form part of this Agreement.

19. Governing Law and Jurisdiction

This Agreement and any dispute arising out of it, whether contractual or non contractual, shall be governed by the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

20. Entire Agreement and Variation

20.1 This Agreement, together with the order form and any schedules, forms the entire agreement between the parties and supersedes any prior discussions, proposals or representations.

20.2 No variation to this Agreement is effective unless agreed in writing by both parties.

20.3 The Company may update these Terms and Conditions from time to time. The current version is published at blacktigercreative.co.uk and at pharmacydigital.co.uk, and each version carries a version number and effective date.

20.4 Updated terms apply automatically to any new order placed on or after the effective date of that version.

20.5 For ongoing services, including hosting, maintenance and support, updated terms take effect 30 days after the revised version is published, and continued use of the services after that date constitutes acceptance. Where an update materially reduces the Client's rights, the Client may cancel the ongoing service without penalty by giving written notice before the updated terms take effect.

20.6 The Company will retain superseded versions and will provide a copy of any previous version on request.

21. Acceptance of Terms

By engaging Black Tiger Creative for website design services, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.

SCHEDULE 1: DATA PROTECTION

This schedule applies where the Company hosts the Client's website, provides ongoing maintenance or support, or otherwise has access to personal data belonging to the Client's patients, customers or website visitors.

1. Roles

1.1 The Client is the data controller. The Company is the data processor.

1.2 The Client is responsible for having a lawful basis for collecting and using the data, for providing privacy information to the individuals concerned, for setting retention periods, and for carrying out any data protection impact assessment required.

1.3 Where the website collects information relating to health, including appointment bookings for clinical services, the Client confirms it has identified an appropriate condition under Article 9 of the UK GDPR for handling that information.

1.4 The Company does not decide what data is collected or why, and is not responsible for the Client's own compliance obligations as controller.

2. What the Company will do

2.1 The Company will only handle the data as needed to provide the services, or as otherwise instructed in writing by the Client, unless required to do otherwise by law.

2.2 The Company will keep the data confidential, and will ensure that anyone working on the Client's behalf is bound by the same duty.

2.3 The Company will maintain appropriate security measures to protect the data. These are set out in Annex B.

2.4 The Company will only access the data where necessary to carry out support, maintenance, fault diagnosis, backup or migration.

2.5 The Company will notify the Client without undue delay, and in any event within 24 hours, if it becomes aware of a personal data breach affecting the Client's data, and will provide reasonable assistance so that the Client can meet its own reporting duties.

2.6 The Company will provide reasonable assistance if an individual makes a request to exercise their data protection rights. Assistance beyond a reasonable level of support will be charged at the Company's standard hourly rate.

2.7 The Company will provide the Client with the information reasonably needed to demonstrate compliance with this schedule, and will allow an audit on not less than 30 days' written notice, no more than once in any 12 month period unless required by a supervisory authority, with the Company's reasonable costs reimbursed.

3. Other providers

3.1 The Client agrees that the Company may use the providers listed in Annex C to deliver the services.

3.2 The Company will inform the Client before adding or changing a provider, giving not less than 14 days for the Client to raise a reasonable objection on data protection grounds.

3.3 The Company will ensure each provider is bound by obligations no less strict than those in this schedule, and remains responsible to the Client for their performance.

4. Transfers outside the UK

The Company will not transfer the Client's data outside the United Kingdom without the Client's written agreement, unless the destination is covered by UK adequacy regulations or an appropriate safeguard recognised under UK data protection law. The Client acknowledges that the transactional email provider listed in Annex C operates within the European Union, which is covered by UK adequacy regulations.

5. Testing

5.1 The Company will not use live personal data in any development, staging or test environment. Where test data is needed, anonymised or made up data will be used.

5.2 If the Client asks the Company to use live data for testing, the Client accepts responsibility for that decision.

6. End of the agreement

6.1 When this Agreement ends, the Company will either return or securely delete the Client's data, as the Client instructs in writing.

6.2 If no instruction is received within 30 days of the Agreement ending, the Company may securely delete the data.

6.3 Data held within routine backups will be deleted as part of the normal backup rotation cycle, and remains protected under this schedule until then.

7. Liability under this schedule

7.1 The Company's liability under this schedule is subject to the limits set out in clause 17 of the main Agreement.

7.2 The Company is not liable for any claim, fine or penalty arising from the Client's own failure to meet its obligations as data controller.

7.3 The Client shall indemnify the Company against losses and reasonable costs arising from the Client's breach of data protection law or of paragraph 1 of this schedule.

ANNEX A: DETAILS OF PROCESSING

Why: hosting, storage, backup, technical support, fault diagnosis, maintenance and migration of the Client's website and associated systems.

How long: for the duration of the Agreement, plus the retention period set out in paragraph 6.

Types of data: names, postal addresses, email addresses, telephone numbers, IP addresses, appointment and booking details, enquiry details, and anything else submitted through website forms.

Sensitive data: where the website offers appointment booking or clinical service enquiries, the data may reveal information about a person's health.

Who the data is about: patients, customers, prospective customers, website visitors, and the Client's own staff.

ANNEX B: SECURITY MEASURES

1. Hosting on a dedicated server with access restricted to authorised personnel.
2. Named individual administrator accounts. Shared logins are not used. Root and server level access is restricted to the Company alone. Where a Client is granted access, it is limited to their own hosting subscription and does not extend to the wider server or to other clients' data.
3. Multi factor authentication on the hosting control panel where supported.
4. TLS certificates maintained on all hosted sites so data is encrypted in transit.
5. Encrypted backups held separately from the live environment, in line with the applicable service tier.
6. Server level firewall and malware scanning.
7. Security patching of the server operating system, control panel and website software as part of the maintenance service.
8. Access to Client systems limited to the minimum needed to deliver the services.
9. Secure deletion of data and secure disposal of media at the end of the Agreement.
10. Confidentiality obligations binding on all personnel and contractors.

ANNEX C: APPROVED PROVIDERS

Provider	Purpose	Location
IONOS SE	Dedicated server infrastructure and physical hosting	United Kingdom
IONOS Cloud Backup	Encrypted offsite backup storage	United Kingdom
Brevo (Sendinblue SAS)	Transactional email delivery	European Union

Appointment booking functionality is provided by software installed on the Client's own website, with booking data held within the website database on the hosting environment described above. No separate booking provider receives that data.

Where the Client chooses to enable SMS notifications within the booking software, appointment and contact details are transmitted to the software provider's own messaging service. This is optional, is enabled at the Client's election, and the Client is responsible for satisfying itself as to that provider's terms and data handling. The Company does not select or control that service.