

TERMS AND CONDITIONS

Judy Parsons t/a The LinkedIn Lady of 4 Clarence Walk, Wakefield, WF2 8UD (**The LinkedIn Lady**) provides LinkedIn profile writing, training and strategy coaching and LinkedIn Managed services for business clients.

These terms and conditions shall apply to the provision of services by The LinkedIn Lady to her business clients.

1. Definitions and Interpretation

1.1 The following expressions have the following meanings:

Agreement	means the agreement entered into by The LinkedIn Lady and the Client incorporating the Proposal and these terms and conditions which shall govern the provision of the Services.
Business Day	means any day (other than Saturday or Sunday) on which banks are open for business in England.
Client	means the party purchasing the Services from The LinkedIn Lady.
Commencement Date	means the date of the Agreement.
Confidential Information	means, in relation to either party, information which is disclosed to that party by the other party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such).
Controller, Data Subject, International Organisation, Personal Data, Personal Data Breach, Processor and processing	shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process , processed and processes shall be construed accordingly).
Data Protection Laws	means (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws that implement such legislation; and (d) any laws that replace, extend, re-enact, consolidate or amend any of them.
Fees	means any and all sums due under the Agreement from the Client to The LinkedIn Lady.
GDPR	means the General Data Protection Regulation (EU) 2016/679.
Intellectual Property Rights	means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising.
LinkedIn	means the website www.linkedin.com

Login Details	the username and password for the client's LinkedIn account.
Proposal	means the document(s) identified as a Proposal from The LinkedIn Lady to the Client.
Protected Data	means Personal Data received from or on behalf of the Client in connection with the performance of The LinkedIn Lady's obligations under this Agreement.
Services	means the services to be provided by The LinkedIn Lady to the Client in accordance with Clause 2 of the Agreement, as set out in the Proposal.
Sub-Processor	means any agent, subcontractor or other third party engaged by The LinkedIn Lady for carrying out any processing activities on behalf of the Client in respect of the Protected Data.
Term	means the term of the Agreement as stated in the Proposal.

- 1.2 Each reference in these terms and conditions to:
- 1.2.1 **writing** includes a reference to any communication by electronic means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 **these terms and conditions** is a reference to this document as amended or supplemented at the relevant time;
 - 1.2.4 a **Clause** is a reference to a clause of these terms and conditions;
 - 1.2.5 a **party** or the **parties** refer to the parties to the Agreement;
 - 1.2.6 a **person** includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.7 **connect** means to submit a connection request on LinkedIn to another user on the Client's behalf; and
 - 1.2.8 **posting** means the posting of any content on LinkedIn on the Client's behalf.
- 1.3 The headings used in these terms and conditions are for convenience only and shall have no effect upon their interpretation.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 If there is any conflict in respect of the provisions of the Agreement and/or the documents referred to in it the following order of priority shall prevail (in descending order of priority):
- 1.5.1 the Proposal;
 - 1.5.2 these terms and conditions.

2. Provision of the Services

- 2.1 The Services shall be set out in the Proposal.
- 2.2 The LinkedIn Lady shall from the Commencement Date or such other date stated in the Proposal or as may be agreed provide the Services to the Client.
- 2.3 The LinkedIn Lady shall provide the Services with reasonable skill and care.
- 2.4 The LinkedIn Lady shall act in accordance with all reasonable instructions given to it by the Client provided that such instructions are compatible with the Services.

2.5 The LinkedIn Lady's obligations are limited to providing the Services in accordance with this Clause 2. The LinkedIn Lady does not guarantee that the provision of the Services will lead to any particular outcome.

3. Client's Obligations

3.1 The Client shall provide all relevant information to The LinkedIn Lady that is necessary for her to provide the Services including (but not limited to):

3.1.1 the Login Details;

3.1.2 content for posting;

3.1.3 identities of any people that the Client wishes to connect with; and

3.1.4 identities of any people that the Client does not wish to connect with.

3.2 The Client must read, understand and accept LinkedIn's terms and conditions that are available at www.linkedin.com and are subject to change at any time without notice.

3.3 On providing the Login Details the Client consents to The LinkedIn Lady accessing the Client's LinkedIn account and connecting and posting content as agreed between the parties.

3.4 The Client understands that the disclosure of Login Details and/or granting of permission to the LinkedIn Lady to submit connection requests and/or to post content on behalf of the Client's behalf may amount to a breach of LinkedIn's terms and conditions which could result in sanctions against the Client including (but not limited to) the suspension or deletion of the Client's LinkedIn account.

3.4 Any delay or failure to provide the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 3 shall not be the responsibility or fault of The LinkedIn Lady.

3.6 The Client understands that any variation to the Proposal (including rescheduling) is at The LinkedIn Lady's sole discretion and that such variation may attract additional Fees.

4. Fees

4.1 The Client shall pay the Fees to The LinkedIn Lady as stated in the Proposal.

4.2 The LinkedIn Lady shall invoice the Client for Fees due in accordance with the provisions of the Agreement.

4.3 All payments required to be made pursuant to the Agreement by the Client shall be made immediately upon receipt of the relevant invoice.

4.4 All payments shall be made in £ sterling in cleared funds to such bank in the United Kingdom as The LinkedIn Lady may from time to time nominate, without any set-off, withholding or deduction.

4.5 Without prejudice to Clause 8.2 any sums which remain unpaid shall incur interest on a daily basis at 8% per annum above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums.

4.6 The LinkedIn Lady shall not be obliged to continue working on any matter for the Client when any invoice is outstanding even where that causes or may cause the Client loss or inconvenience.

4.7 No refunds will be given in the event of cancellation by the Client.

5. Insurance and Liability

- 5.1 The LinkedIn Lady shall have in place suitable and valid insurance that shall include professional indemnity and public liability insurance.
- 5.2 Nothing in these terms and conditions shall limit or exclude The LinkedIn Lady's liability for death or personal injury.
- 5.3 The LinkedIn Lady's total liability for any loss or damage caused as a result of its negligence or breach of contract shall be limited to **£1,000,000**.
- 5.4 The LinkedIn Lady shall not be liable in respect of any:
 - 5.4.1 indirect or consequential losses, damages, costs or expenses;
 - 5.4.2 loss of actual or anticipated profits;
 - 5.4.3 loss of contracts;
 - 5.4.4 loss of use of money;
 - 5.4.5 loss of anticipated savings;
 - 5.4.6 loss of revenue;
 - 5.4.7 loss of goodwill;
 - 5.4.8 loss of reputation;
 - 5.4.9 ex gratia payments;
 - 5.4.10 loss of business;
 - 5.4.11 loss of operation time;
 - 5.4.12 loss of opportunity;
 - 5.4.13 loss or damage to or corruption of data;
 - 5.4.14 suspension of LinkedIn account;
 - 5.4.15 termination of LinkedIn account; or
 - 5.4.16 other sanction issued by LinkedIn to the Client

whether or not such losses were reasonably foreseeable, or The LinkedIn Lady had been advised of the possibility of the Client incurring such losses. For the avoidance of doubt, clauses 5.4.2 to 5.4.16 apply whether such losses are direct, indirect, consequential or otherwise.

6. Confidentiality

- 6.1 Each party undertakes that except as provided by Clause 6.2 or as authorised in writing by the other party, it shall, at all times during the Term and for 5 years after the termination of the Agreement:
 - 6.1.1 keep confidential all Confidential Information;
 - 6.1.2 not disclose any Confidential Information to any other party;
 - 6.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 6.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 6.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that party, would be a breach of the provisions of Clauses 6.1.1 to 6.1.4.
- 6.2 Either party may:

- 6.2.1 disclose any Confidential Information to:
 - 6.2.1.1 any sub-contractor or supplier of that party;
 - 6.2.1.2 any governmental or other authority or regulatory body; or
 - 6.2.1.3 any employee or officer of that party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under Clause 6.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 6, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- 6.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the Commencement Date, or at any time after that date, becomes public knowledge through no fault of that party. In making such use or disclosure, that party must not disclose any part of the Confidential Information that is not public knowledge.
- 6.3 The provisions of Clause 6 shall continue in force notwithstanding the termination of the Agreement for any reason.

7. Force Majeure

- 7.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.
- 7.2 If a party cannot perform their obligations as a result of force majeure for a continuous period of ninety days, the other party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.
- 7.3 Clauses 7.1 and 7.2 shall not apply in respect of any failure by the Client to pay the Fees (or part of the Fees) due to The LinkedIn Lady.

8. Term and Termination

- 8.1 The Agreement shall come into force on the agreed Commencement Date and shall continue for the Term subject to the provisions of this Clause 8.
- 8.2 The LinkedIn Lady may immediately terminate the Agreement by giving written notice to the Client if any sum owing to The LinkedIn Lady by the Client is not paid within 10 Business Days of the due date for payment
- 8.3 Either party may immediately terminate the Agreement by giving written notice to the other party if:
 - 8.3.1 the other party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 8.3.2 an encumbrancer takes possession, or where the other party is a company, a receiver is appointed, of any of the property or assets of that other party;

- 8.3.3 the other party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 8.3.4 the other party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under the Agreement);
 - 8.3.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party;
 - 8.3.6 the other party ceases, or threatens to cease, to carry on business; or
 - 8.3.7 control of the other party is acquired by any person or connected persons not having control of that other party on the date of the Agreement. For the purposes of Clause 8, **control** and **connected persons** shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 8.4 For the purposes of Clause 8.3.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects.
- 8.5 The rights to terminate the Agreement shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

9. Effects of Termination

- 9.1 Upon the termination of the Agreement for any reason:
- 9.1.1 any sum owing by the Client to The LinkedIn Lady shall become immediately due and payable;
 - 9.1.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
 - 9.1.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any party may have in respect of any breach of the Agreement which existed at or before the date of termination;
 - 9.1.4 subject as provided in this Clause 9 and except in respect of any accrued rights neither party shall be under any further obligation to the other; and
 - 9.1.5 each party shall (except to the extent referred to in Clause 6) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other party any documents in its possession or control which contain or record any Confidential Information;
 - 9.1.6 the LinkedIn Lady shall permanently delete the Login Details from all electronic systems over which she has control.

10. Data Protection and Processing

- 10.1 The LinkedIn Lady is registered with the Information Commissioner's Office under reference ZA509988.
- 10.2 The LinkedIn Lady's website privacy policy is available at www.judithparsons.com
- 10.3 The parties agree that the Client is a Controller and that The LinkedIn Lady is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to The LinkedIn Lady in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws.
- 10.4 The LinkedIn Lady shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.
- 10.5 The Client shall indemnify (and keep indemnified) The LinkedIn Lady against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Supervisory Authority) arising out of or in connection with any breach by the Client of its obligations under this clause 10.
- 10.6 The LinkedIn Lady shall:
- 10.6.1 only process the Protected Data in accordance with the schedule and this Agreement except to the extent:
- (a) that alternative processing instructions are agreed between the parties in writing; or
 - (b) otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
- 10.6.2 without prejudice to clause 10.3, if The LinkedIn Lady believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 10.7 Taking into account the state of technical development and the nature of processing, The LinkedIn Lady shall implement and maintain the technical and organisational measures set out in Part B of the schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 10.8 The LinkedIn Lady shall:
- 10.8.1 not permit any processing of Protected Data by any agent, subcontractor or other third party without the prior specific written authorisation of the Client;
- 10.8.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 10 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by The LinkedIn Lady and ensure each such Sub-Processor complies with all such obligations;
- 10.8.3 remain fully liable to the Client under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
- 10.8.4 ensure that all persons authorised by The LinkedIn Lady or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

- 10.9 The LinkedIn Lady shall (at the Client's expense):
- 10.9.1 assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to The LinkedIn Lady; and
 - 10.9.2 taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 10.10 The LinkedIn Lady shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written authorisation of the Client.
- 10.11 The LinkedIn Lady shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate the The LinkedIn Lady's compliance with the obligations placed on it under this clause 10 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 10.11).
- 10.12 The LinkedIn Lady shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 10.13 On the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and at the Client's option, The LinkedIn Lady shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires The LinkedIn Lady to store such Protected Data.
- 11. Intellectual Property**
- 11.1 Unless stated otherwise in the Agreement:
- 11.1.1 all Intellectual Property Rights in and relating to the Services belong to and shall remain vested in The LinkedIn Lady; and
 - 11.1.2 the Client shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services or any part of them and no Intellectual Property Rights are licensed to the Client as a result of this Agreement unless stated otherwise.
- 12. No Waiver**
- 12.1 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right.
- 12.2 No waiver by either party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 13. Set-Off**
- The Client shall not be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.
- 14. Assignment and Sub-Contracting**
- 14.1 The Agreement shall be personal to the parties. Save as provided for in Clause 14.2 below, neither party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of

its obligations thereunder without the written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed.

- 14.2 The LinkedIn Lady shall be entitled to perform any of the obligations undertaken by it through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of The LinkedIn Lady.

15. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the parties other than the contractual relationship expressly provided for in the Agreement.

16. Third Party Rights

- 16.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

- 16.2 Subject to Clause 14, the Agreement shall continue and be binding on the transferee, successors and assigns of either party as required.

17. Entire Agreement

- 17.1 The Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

- 17.2 Each party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

18. Severance

If one or more of the provisions of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, that or those provision(s) shall be deemed to be severed from the remainder which shall be valid and enforceable.

19. Law and Jurisdiction

- 19.1 The Agreement (including any non-contractual matters and obligations arising from it) shall be governed by and construed in accordance with the law of England.

- 19.2 Any dispute, controversy, proceedings or claim between the parties relating to the Agreement (including any non-contractual matters and obligations arising from them) shall fall within the exclusive jurisdiction of the courts of England.

THE SCHEDULE
DATA PROTECTION

Part A
Data processing details

Processing of the Protected Data by The LinkedIn Lady under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Part A.

1 Subject-matter of processing:

- The performance of the parties' obligations and rights including under this Agreement.

2 Duration of the processing:

- For the duration of the agreement

3 Nature and purpose of the processing:

- Processing in accordance with the rights and obligations of the parties under this Agreement.
- Processing as reasonably required to provide the Services.
- Processing as initiated, requested or instructed by the Client in connection with its use of the Services in a manner consistent with this Agreement.

4 Type of Personal Data:

- Name
- Address
- Email address
- Telephone number
- LinkedIn Login details

5 Categories of Data Subjects:

- Client contacts

6 Specific processing instructions:

- None.

Part B
Technical and organisational security measures

- 1 The LinkedIn Lady shall implement and maintain the following technical and organisational security measures to protect the Protected Data:
 - 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, The LinkedIn Lady shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.