TERMS OF SALE

Last Updated 28th January 2026

These Terms of Sale set out the terms under which our Services are sold by Us to business customers through this website, https://theefficientpenguin.co.uk/ ("Our Site"). Please review these Terms of Sale thoroughly and make sure you understand them prior to making any purchases. Reading and acknowledging these Terms of Sale will be a mandatory step during the purchase process. If you do not consent to adhere to and be obligated by these Terms of Sale, you will not have the ability to purchase via Our Site. It's important to note that these Terms of Sale, along with all Contracts, are exclusively presented in the English language.

Terms and information that are specific to purchases made from Our Site are set out in the attachment below for ease of reference but they will have the same effect as if set out in these Terms of Sale.

1. Definitions

In these Sale Terms, unless the context dictates otherwise, the subsequent expressions carry the following meanings:

"Contract"
means a contract for the purchase of and access to Digital Content, as explained in Clause 6

"Data Protection Legislation"
means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended

"Brand Audit"
means a structured review of your existing website and social media presence. It is designed to provide clarity on how the brand is currently showing up and to inform future decisions, rather than to guarantee outcomes or performance.

"Brand Guidelines"
defines how a client's brand should look, sound, and communicate. It provides documented guidance to support consistency across marketing and communications and is advisory in nature rather than implementational.

"90-Day Social Media Strategy Roadmap"
provides strategic direction for your businesses social media activity over a 90-day period. It is advisory in nature and is designed to inform decision-making rather than provide guarantees or implementation.

"Business Day"
means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;

"Call"
means a paid for telephone or Zoom call between You and us to clarify the questionnaire responses and to discuss initial findings from the initial review undertaken by Us.

"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 these Terms of Sale (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);

"Description"
means the detailed information provided on Our Site about each Service;

"Fee(s)"
means the money payable by you for the chosen Services;

"Intellectual Property Rights"
means (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and Supplier names, internet domain names and e-mail addresses, unregistered trade marks and

service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and
(d) the right to sue for past infringements of any of the foregoing rights;

"Services"
means the business of providing Digital Marketing Services. You, ("the Client") wishes to engage Us, ("the Supplier"), on a non-exclusive basis, to provide the services set out in these Terms of Sale, subject to the terms and conditions detailed herein. We agree to provide the Services to You as set out in the Purchase Confirmation, subject to the terms and conditions of these Terms of Sale;

"Purchase Confirmation"
means Our acceptance and confirmation of your purchase

"Purchase ID"
means the reference number for your purchase

"We/Us/Our"
means The Efficient Penguin Co Ltd a company registered in England under company number 16804024 with a registered office address of 10 Cole Meadow, High Bickington, Umberleigh, EX37 9EJ

2. About Us

Our Site, https://theefficientpenguin.co.uk/ is owned and operated by The Efficient Penguin Co Ltd

3. Access to and Use of Our Site and Nature of Engagement

3.1 You will not be charged to access Our Site. However, some parts of Our Site require You to purchase Our Services.

3.2 You are responsible for arranging access to Our Site.

3.3 Access to Our Site is offered in its current state, without any warranties, and on an availability basis. We reserve the right to modify, suspend, or cease operations of Our Site, or any portion thereof, at any time and without prior notice. We shall not be held responsible for any inconvenience or harm caused if Our Site, or any segment of it, becomes inaccessible at any given time and for any duration.

3.4 We shall at all times be an independent business and Our work activities and working methods and those of any Consultant(s) engaged by Us to provide the Services shall at all times be exclusively for Us to determine, supervise, direct and control. You shall not seek to supervise, direct or control Us or any Consultants in the provision of the Services nor shall You have any right to do so.

4. Business Customers and Consumers

4.1 These Terms of Sale are exclusively relevant to business customers. They do not apply to individual consumers who acquire Digital Marketing Services for personal purposes, unrelated to their trade, business, craft, or profession. If you are a consumer, it is advisable to contact us for guidance before proceeding with a purchase.

4.2 These Terms of Sale form the complete agreement between You and Us regarding the purchase of Digital Marketing Services from Our Site. You understand that You have not placed reliance on any statement, representation, warranty, assurance, or promise made by Us or on Our behalf that is not explicitly outlined in these Terms of Sale. Furthermore, You agree not to make any claims for innocent or negligent misrepresentation or negligent misstatement based on any statements herein.

5. Pricing and Payments

5.1 Payment shall be taken, in respect of all Services, at the time of booking via Stripe link contained within a Calendar booking made via Our Site.

5.2 We may from time to time change Our prices. Price changes will not affect any purchases You already made but will apply to any subsequent purchases.

5.2 We make all reasonable efforts to ensure that all prices/Fees shown on Our Site are correct at the time of going online. Price/Fee changes will not affect any order that you have already placed (please note sub-Clause 5.5 regarding VAT, however).

5.3 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform you of the mistake. If the correct price is lower than that shown when You made your order, We will simply charge You the lower amount and continue processing your order. If the correct price is higher, We will give You the option to purchase at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until You respond. If We do not receive a response from You within 7 days, We will treat your order as cancelled and notify you of this in writing.

5.4 If We discover an error in the price or purchase after your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens.

5.5 Prices on Our Site are shown exclusive of VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

5.6 We shall at all times be an independent business and shall be responsible for all income tax and national insurance contributions or similar taxes or contributions in respect of the consideration payable under these Terms of Sale. We shall be responsible for all our expenses. Nothing in these Terms of Sale shall be deemed to create any partnership, joint venture, agency or employment relationship between us or any employment relationship between any consultant and either the You or Us.

6. The Services

6.1 Upon payment, and receipt of information requested from You, detailed herein and/or within email communication, We will provide the Services as outlined in your Purchase Confirmation.

6.2 We shall act in accordance with all reasonable instructions given to Us provided such instructions are compatible with the specification of Services detailed within the Description/Purchase Confirmation. We shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

6.3 Where We provide the Services of **Brand Audit** the following shall apply:

6.3.1 You must book the Service via Our online calendar, available on Our Site. Bookings, and the time and date for the Call, can be made for a future date i.e. over 5 days away.

6.3.2 The full Fees, as per the description, must be made prior to the booking being a confirmed purchase.

6.3.3 After payment You will be sent a mandatory questionnaire for completion. This questionnaire must be completed not less than 48 hours before the scheduled Call. Failure to provide the completed questionnaire will result in the Call being cancelled or rescheduled.

6.3.4 Prior to the 30 minute Call We shall review the questionnaire and thereafter review Your website and social media presence.

6.3.5 Following the Call, and within 5 Business Days We shall provide you with a more detailed review and associated Brand Audit by means of email correspondence.

6.3.6 Brand Audits are a diagnostic and advisory service only. Plans are not implemented by Us and nor is any content created or ongoing management included within the Fees. Instead the Brand Audit should be treated as a snapshot in time and is intended to inform decision-marking and does not provide any guarantees or specific results.

6.4 Where We provide the Services of **Brand Guidelines** the following shall apply:

6.4.1 You must book the Service via Our online calendar, available on Our Site. Bookings, and the time and date for the Call, can be made for a future date i.e. over 5 days away.

6.4.2 The full Fees, as per the description, must be made prior to the booking being a confirmed purchase.

6.4.3 After payment You will be sent a mandatory questionnaire for completion. This questionnaire must be completed not less than 48 hours before the scheduled Call. Failure to provide the completed questionnaire will result in the Call being cancelled or rescheduled.

6.3.4 Prior to the 30 minute Call We shall review the questionnaire and thereafter review your brand information and/or materials provided by You.

6.4.5 Following the Call, and within 10 Business Days We shall provide you with a more detailed review and associated Brand Guidelines document by means of email correspondence. The Brand Guidelines include brand foundations, visual identity guidance, tone of voice and brand applicable guidance.

6.3.6 Brand Guidelines are designed to provide guidance and direction only. Plans are not implemented by Us and nor is any content created or ongoing management included within the Fees. Instead the Brand Guidelines are intended to support consistent decision-making and do not provide any guarantees or specific results.

6.4 Where We provide the Services of **Brand Audit and Brand Guidelines** You will receive both a “Brand Audit” and “Brand Guidelines” and instead of receiving two 30 minute Calls, You will receive one 60 minute Call to deal with both Services with the complete Brand Audit and Brand Guidelines being provided within 10 Business Days of Audit Call.

6.5 Where We provide the Services of **90-Day Social Media Strategy Roadmap** the following shall apply:

6.5.1 You must book the Service via Our online calendar, available on Our Site. Bookings, and the time and date for the Audit Call, can be made for a future date i.e. over 5 days away.

6.5.2 The full Fees, as per the description, must be made prior to the booking being a confirmed purchase.

6.5.3 After payment You will be sent a mandatory questionnaire for completion. This questionnaire must be completed not less than 48 hours before the scheduled Call. Failure to provide the completed questionnaire will result in the Audit Call being cancelled or rescheduled.

6.5.4 Prior to the Call We shall review the questionnaire and thereafter review your current social media activity and business goals provided by You.

6.4.5 The 60 minute Audit Call shall be to discuss strategy. Thereafter, and within 10 Business Days We shall provide You with the custom the Roadmap document by means of email correspondence. The Roadmap documents strategic priorities, campaign focus, platform direction, capacity considerations, content pillars and recommended calls to action.

6.3.6 The Roadmap is designed to provide strategic direction only. Plans are not implemented by Us and nor is any content created, captions, posting, content calendar or ongoing management included within the Fees. While content pillars, themes, and campaign focus may be defined, no day-to-day scheduling or execution is included. The roadmap reflects a snapshot in time and is intended to inform future decisions rather than guarantee outcomes.

6.7 Use of Artificial Intelligence (“AI”) – You understand that there are occasions where We may use AI (artificial intelligence) in producing the Services. Where AI is used We will clearly identify its use and ensure that their use of the same complies with relevant legislation. Where AI is used the following shall apply:

6.7.1 You consent to Us entering information into AI. We will use their judgement when entering such data into AI and confirm that We will not enter any personal data such as the names, addresses or financial information into AI.

6.7.2 We will endeavour to read over and amend, as applicable, the same to ensure it works for the purposes of the Services. However, We are unable to guarantee that such wording produced by AI will be 100% unique and extracts of the same will not appear elsewhere by other authors or businesses.

6.7.3 We will only hold the relevant Intellectual Property Rights in AI-generated elements to the extent permitted by the terms of the AI software used.

6.7.4 You acknowledge that while AI tools can support efficiency and creativity, they may produce inaccurate or incomplete outputs. We will exercise reasonable skill and care in reviewing and adapting any AI-assisted outputs but makes no warranty as to the factual accuracy, legality or fitness for a particular purpose of AI-generated content.

6.7.5 If You use AI tools to supplement, modify or generate content related to the Services, You remain fully responsible for the accuracy, legality and appropriateness of such content. We shall not be liable for any outcomes resulting from the use of AI tools by You, including but not limited to reputational damage, copyright infringement or misleading information.

6.7.6 We strictly opt out of allowing any deliverables, or parts thereof, to be used for training AI models, products or software.

6.8 The following shall apply to all Calls:

6.8.1 It is Your responsibility to make any and all arrangements necessary in order to access or attend any Call.

6.8.2 You are not permitted to video record any calls unless permission is given by us. Such permission must be in writing prior to any Call.

7. Orders – How Contracts Are Formed

7.1 The purchase process on Our Site includes step-by-step guidance. Before finalising your purchase, You will have the chance to review and make amendments to Your order. It is crucial to thoroughly examine Your order before submission to ensure accuracy.

7.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact You to ask to correct it. If you do not give Us accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end.

7.3 No section of Our Site is considered a contractual offer open for acceptance. When You place an order to make a purchase, it serves as a contractual offer that We may, at Our sole discretion, choose to accept. Our acceptance is communicated by sending you a Purchase Confirmation via email. The formation of a legally binding Contract between Us and you occurs only upon Our dispatch of the Purchase Confirmation.

7.4 Purchase Confirmation shall contain the following information:

7.4.1 Your Purchase Confirmation ID;

7.4.2 Confirmation of your purchase including full details of the main characteristics of the Services ordered;

7.4.3 Fully itemised pricing for your purchase including, where appropriate, taxes, and other additional charges;

7.5 Should We, for any reason, be unable to accept or fulfil your order, We will provide a written explanation for the circumstances. In normal circumstances, no payment will be processed. If We have already received payment, any such amounts will be promptly refunded to you.

7.6 Refunds under Clause 7 will be promptly issued to you, and in any case, within 14 calendar days from the occurrence of the event warranting the refund. Any reimbursements will be processed using the same payment method used for your initial purchase.

8. Licence/ Intellectual Property

8.1 When you purchase Services from Our Site We will grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the relevant deliverables of Our Services solely in your own business. The licence granted to you does not give you any rights to Our Services (including any material that We may licence from third parties).

8.2 The licence granted to You under sub-Clause 8.1 is subject to the following usage restrictions and/or permissions:

9.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Services or deliverables (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

8.3 You hereby grant a royalty-free, non-exclusive perpetual licence to Us, which shall continue after termination of these Terms of Sale, to use your business name and/or logo in promotional material which includes, but is not limited to social media and Our portfolio.

9. Ending the Contract

You may end the Contract at any time. However You will not be refunded for any unused Services, unless otherwise agreed. Our Services require detailed consideration and analysis prior to any Call and therefore a considerable amount of work takes place prior to the Call. Where You fail to attend a booked Call, without notice and agreement, We shall treat the Contract as terminated.

10. Terminating the Contract due to Our Actions or Future Actions

10.1 If We inform You of an error in the price or description of the Services and you wish to end the Contract as a result, You may end it immediately.

10.2 You also have a legal right to end the Contract at any time for a provable breach. You may also be entitled to a full or partial refund.

10.3 If You wish to exercise your right to cancel under this Clause 10, you may inform Us of your cancellation using the contact details provided at Clause 13. In each case, provide Us with your name, address, email, telephone number, and Purchase Confirmation ID.

10.4 Refunds under this Clause 10 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel. Refunds under this Clause 10 will be made using the same payment method that you used when making your purchase.

11. Liability

11.1 Subject to sub-Clause 11.3, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or any indirect or consequential loss arising out of or in connection with any contract between You and Us.

11.2 Subject to sub-Clause 11.3, Our total liability to You for all other losses arising out of or in connection with any contract between You and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by you under the contract in question.

11.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

12. Events Outside of Our Control

12.1 We shall not be held responsible for any inability or delay in fulfilling Our obligations if such failure or delay is a result of causes beyond Our reasonable control. These causes include but are not limited to power failure, internet service provider failure, strikes, lockouts, or other industrial action by third parties, riots, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual, or preparations for war), epidemic, pandemic or other natural disasters, or any other event that is considered beyond Our reasonable control.

12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

12.2.1 We will inform You as soon as is reasonably possible and We will take all reasonable steps to minimise the delay;

12.2.2 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

12.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times, or availability of the Services as necessary;

12.2.4 If the event outside of Our control continues for more 90 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when making your purchase.

12.2.5 If an event outside of Our control occurs and continues for more than 90 days and you wish to cancel the Contract as a result, you may do so by contacting Us using the contact details found at Clause 13.

In each case, provide Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you because of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when making your purchase.

13. How to Communicate and Contact Us

If you wish to contact Us with any questions, complaints, or feedback you may contact Us by email at Hayley@theefficientpenguin.co.uk or by post at 10 Cole Meadow, High Bickington, Umberleigh, EX37 9EJ.

14. How We Use Your Personal Information

14.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy & Cookies Policy https://storage.googleapis.com/msgsndr/3NHFeBwEn7XuE79putnc/media/695d6fe2a8a91c469077ec6b.pdf

15. Confidentiality

15.1 To the extent authorised by the law, the parties may wish, from time to time, in connection with work contemplated under these Terms of Sale, to disclose confidential information to each other. Each party will

use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of two (2) years after the termination of the working relationship and these Terms of Sale provided that the recipient party's obligation shall not apply to information that:

15.1.1 is shared with any of the party's subcontractors and is to be used only in the course of the Services;

15.1.2 any governmental or other authority or regulatory body as required by law or regulations; or

15.1.3 any employee or officer of that party or of any of the aforementioned persons, parties or bodies;

In respect of 15.1.1 and 15.1.3 the subcontractors, employees or officers must be bound by similar confidentiality clauses within their contractual relationship with the other party.

15.2 The provisions of this Clause 15 shall continue in force in accordance with their terms for a period of 2 years after the termination or expiry of the contractual relationship bought about by these Terms of Sale, notwithstanding the termination of the Services for any reason.

16. Additional Terms

16.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.

16.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.

16.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

16.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

16.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

16.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your purchase, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.

16.7 Neither party shall, for the term of these Terms of Sale and for a period of 12 months after its termination or expiry, employ any person who is or was employed or otherwise engaged by the other party at any time in relation to these Terms of Sale without the express written consent of that party. Neither party shall, for the term of these Terms of Sale and for a period of 12 months after its termination or expiry, solicit or entice away from the other party any customer or client where any such solicitation or enticement would cause damage to the business of that party without the express written consent of that party.

17. Law and Jurisdiction

17.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed under English law.

17.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Attachment

1. Some of Our services, e.g. Our Calls, are available online. We use technology that allows Us to provide Our services provided that you have the appropriate technology (see below) to access the Digital Content. For this purpose, We use the platform Microsoft Teams

   Where We make the Call available to You using Microsoft Teams, it will be on the following basis.

2. We will subscribe to Microsoft Teams and will pay the necessary fees to Microsoft Teams to maintain the availability of the Call to You. It will enable Us to provide the Call to You over the internet.

   To receive the Call, You may be required to download the Microsoft Teams platform but you will not need to pay any separate fee or charge for its use.

   We do not provide any PC, laptop, tablet, mobile phone or other hardware ("Device") or any other App or other software for us on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to access the Call.

   We do not supply or make available the Microsoft Teams platform that You use to access any the Call. We do not act as agent or otherwise on behalf of the Microsoft Teams platform. We are not a party to any download and use of that platform. We will have no responsibility or liability to You in any respect about the Microsoft Teams platform or any other third party platform provider. It will be subject to and governed by such terms and conditions and privacy policy of the Microsoft Teams platform or other third party provider of the platform to You imposes on such download and use.

3. The technology and other items that You will be responsible for providing

   It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in the Call.

   You will need to ensure that You have access to and use the following non-exhaustive list of facilities for this purpose:

   a. An appropriate functioning Device which is adequately charged;

   b. Stable, reliable, internet access with adequate speed;

   c. A location at Your premises (or other premises that you use) with a suitable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other non-participating person to distract You;

   d. Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Call, external microphone and/or speakers as reasonably necessary will be required.

4. Scope of what We make available to access

   We do not, and cannot, assist you to obtain, set up, maintain, or operate any technology. If you need any assistance or advice about technology, you should seek it from an appropriate third party. We do not, and cannot, give you any advice about what technology is needed or how to use it.

   We do not claim to have any expertise or skill in relation to any technology that you need or use for the purpose of accessing the Call. However, We may offer suggestions in good faith to resolve any problem with that technology that you report, but it will not be in the nature of advice to you. We do not therefore take on any responsibility or accept any liability to you if any such suggestion does not help you to resolve any problem or if by following any such suggestion you experience any other problem, loss or damage to your Device, your digital content or any other technology or other thing.

   Without in any way limiting anything in Clause 11 of the Terms of Sale, for the purposes of Clause 12, causes beyond Our reasonable control may include any of the following:

a. Where you are unable to resolve any technology problem (whether or not you have asked Us for or We have offered any suggestions as to how to resolve the problem); or

b. Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that you use or rely on; or

c. Failure of or a defect in the Microsoft Teams platform or any other platform used by Us or you to make the Call available to you; or

d. Lack of an appropriate functioning Device or any failure of or defect in a Device; or

e. Your inability to access the Call due to failure of or defects in Our Site etc.

We will not be liable for any loss or damage arising from your failure to comply with the above requirements.