Terms & Conditions

1. DEFINITIONS

1. "**Agreement**" means these terms and conditions, the Service Level Agreement and any Project or Licence Agreement, and, where one applies, the DPA.
2. "**Applicable Law**" means any legally binding obligation applicable to a party, including statutes, rules, regulations, codes, court rulings, or any other binding requirement.
3. "**Wordnerds**", "**we**", "**us**", or "**our**" means Nerds With Words Ltd. (doing business as Wordnerds), with its registered office at Proto, Baltic Business Quarter, Gateshead, NE8 3DF, with company number 10567864 and VAT number 284 0397 87.
4. "**Wordnerds Data**" means any combination of words, phrases, numbers, and/or search operators — alongside any associated metadata — scraped, crawled or otherwise sourced by Wordnerds as part of a Licence or Project agreement, or any other proprietary data that is related to any services we offer. Examples of Wordnerds data include, but are not limited to, online reviews, blog entries and Tweets.
5. "**Client Data**" means any combination of words, phrases, numbers, and/or search operators — alongside any associated metadata — scraped, crawled or otherwise sourced by the Client as part of a Licence or Project agreement, or any other proprietary data that is related to any services you offer. Examples of Client data include, but are not limited to, customer complaints, webchat transcripts and survey responses.
6. "**Exported Data**" means data that is exported or downloaded from our systems.
7. "**Classification Themes**" or "**Themes**" means the dataset used to train AI models and the subsequent trained models used for classifying unstructured text data
8. "**Licence Agreement**" or "**Licence**" means an ordering document or online order specifying the access and services we agree to provide to you and any Third Party Services (as applicable) in relation to ongoing usage of the Wordnerds platform for an agreed length of time.

9. “**Project Agreement**”, “**Project**”, “**Proof of Concept Project**”, “**POC Project**” or **"Managed Service”** refers to a piece of work that is not ongoing and means an ordering document or online order specifying requirements, actions and deliverables that, once completed, marks the completion of work.
10. “**Professional Services**” means our platform setup, Client training, technical support, AI theme training, reporting or other managed Services.
11. “**Services**” means the services that we agree to provide to you in relation to a Licence or Project Agreement, including any Professional Services.
12. “**Term**” is defined in section 7.1.
13. “**Third Party Services**” means products or services provided to you by anybody other than us.
14. “**User**” means an individual that you (or bodies acting on your behalf) have authorised to work on or use the Licence, Services or Project.
15. “**You**”, “**Client**” or “**Customer**” means the party identified on a Licence or Project Agreement as a customer of Wordnerds.
16. **“Consultant”** means a vetted individual who is utilised by Wordnerds to assist with Managed Services
17. **“Managed Services”** means additional products or services which the Customer has requested Wordnerds to produce and provide.
18. “**Data Processing Agreement”** or “**DPA**” means the agreement between the parties on the processing of personal data in connection with the Services, being either (a) Wordnerds’ standard data processing agreement, or (b) a data processing agreement provided by you and agreed by us in writing.

2. THE SERVICES

2.1. The Services

This Agreement governs your use of our Services and any information provided to you resulting from your use of those Services. The Services will be set out in a Project or Licence Agreement (and we will not provide any Services except as agreed in such document). The Services are subject to the terms of this Agreement.

2.2. Warranties and Exclusions

We warrant that during the Term we will:

a) provide the Services with reasonable skill and care;
b) maintain all licences and permissions necessary to perform our obligations under this Agreement; and
c) not make a material adverse change to the functionality of the Services or Wordnerds Data within the Services.

2.3. Responsibility for Supplying Data

We will provide the Services in accordance with the Project or Licence Agreement and any supplemental scope of work agreed upon. We exclude all liability for delays in performance due to your failure to provide what we need to complete the Professional Services, including, but not limited to, Client Data.

2.4. Third Party Services

A Project or Licence Agreement may contain obligations on us to provide to you our Services and obligations on a third party to provide to you Third Party Services. The obligation to provide our Services creates a contract between us (as principal) and you (and that contract is this Agreement). The obligation to provide Third Party Services creates a contract between the third party (as principal) and us (to provide Third Party Services to us on the terms that are in place between us and the third party). We are only responsible to you for our Services and not any Third Party Services. We or a third party may send you a Licence Agreement.

2.5. Other Use of Third Parties

Where, as part of our Project or Licence Agreement, we agree to provide Services to you, we reserve the right to use a third party. We may disclose your Confidential Information to any third parties who are directly involved in and need to know such Confidential Information for the provision of the Services only, subject to section 2.6 and the DPA. In such circumstances, we warrant to you that suitable data sharing, information security and non-disclosure agreements are in place between Wordnerds and the third party equivalent to those in place between Wordnerds and the Client.

2.6. Subprocessors

2.6.1. Where Wordnerds processes personal data on your behalf, the DPA applies. This section 2.6 applies only to the extent the DPA does not deal with the same subject. If there is a conflict, the DPA prevails. You give us general written authorisation to engage sub processors to help provide the Services. Our current sub processors are listed at Wordnerds Trust Centre (the "Subprocessor List").

2.6.2. We will give you at least 30 days' written notice before any new or replacement subprocessor starts processing your personal data. We will give this notice by updating the Subprocessor List and notifying subscribed contacts.

2.6.3. You may object to the change on reasonable data protection grounds by writing to us within that 30-day period. If you do not object in time, you are treated as having authorised the new subprocessor.

2.6.4. If you object, we will work with you in good faith to resolve the concern. This may include not using that subprocessor for your data, where technically feasible. We will not allow the subprocessor to process your personal data until the objection is resolved.

2.6.5. If we cannot resolve your objection without materially affecting the Services, you may terminate the affected Services by written notice, without penalty. We will refund any prepaid fees for the period after termination.

2.6.6. Before engaging any subprocessor, we will carry out appropriate due diligence. We will have a written contract with each subprocessor that imposes the same data protection obligations as apply to us under this Agreement, including those required by Article 28(3) of the UK/EU GDPR. Subject to section 8, we remain fully liable to you for our sub processors' performance of those obligations.

2.7. Use of Consultants

Where, as part of our Project or Licence Agreement, we agree to provide Managed Services to you (for example:text analysis services such as training categorisation themes, creating

visualisations and producing reports), we reserve the right to engage the use of a Consultant(s). In such circumstances, we warrant to you that the Consultant is a vetted individual (not a company) and that suitable data sharing, information security and non-disclosure agreements are in place between Wordnerds and the Consultant(s) equivalent to those between Wordnerds and the Client. Consultants act under our direction and control, work within our systems and are treated as part of our workforce. They are not sub processors for the purposes of section 2.6 or our standard DPA.

3. YOUR USE OF THE SERVICES

3.1. Responsibility

You:

a) are responsible for your use of the Services and for your Users' compliance with the online user guides, help and training materials, and your Users' compliance with this Agreement (as if they were you);
b) will ensure that your use of Exported Data complies with Applicable Law;
c) will comply with the Terms of Service of any Third Party Service which provides you with data in the Wordnerds platform (e.g. social media platforms http://twitter.com/tos and ttps://developers.facebook.com/terms/dfc_platform_terms/); and
d) will comply with the marketing materials we may provide to you related to your use and description of both our Services and our intellectual property rights.

3.2. User Protection

You will not:

a) knowingly display, distribute, or otherwise make available Wordnerds Data to any person or entity that you reasonably believe will use Wordnerds Data in any manner that would have the potential to be inconsistent with that individual's reasonable expectations of privacy;
b) conduct any research or analysis that isolates a small group of individuals or any single individual for unlawful or discriminatory purposes;
c) use Wordnerds Data to target, segment, or profile any individual based on health, negative financial status or condition, political affiliation or beliefs, racial or ethnic

origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law;

d) without our prior written consent, display, distribute, or otherwise make Wordnerds Data available to any member of the international intelligence community or any other government or public sector entity.

3.3. Password Protection

You are responsible for ensuring that any user IDs and passwords required for your Users to use Services are kept safe and confidential. You will promptly notify us upon discovery if the security of a user ID or password may be compromised.

3.4. Restrictions

You will not:

a) sell, resell, license, sublicense, distribute, or otherwise make the Services (or the results of the Services) available to anybody outside of your organisation, unless stated otherwise on a Licence Agreement or without prior written consent;

b) subject to Applicable Law, attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any part of the Services;

c) use the Services or any Wordnerds Data to violate Applicable Law, including Applicable Law about data protection, privacy, or information security;

d) communicate any material which is obscene, defamatory, offensive, or abusive via the Services; or

e) purposefully interfere with or disrupt the integrity or performance of our Services, including spamming, hacking, purposefully violating or circumventing our API rate limits or similar activities.

3.5. Removal of Wordnerds Data

A licensor or Applicable Law may require us to remove Wordnerds Data from our Services. In such cases, we will notify you of the impacted data and you will promptly remove the same Exported Data from your systems, whether during or after the Term.

4. FEES AND PAYMENT FOR SERVICES

4.1. Fees

You will pay the fees for our Services set out in any Project or Licence Agreement. Except as otherwise specified, the fees are based on the Services set out in the Agreement and not on actual usage. The Services set out in the Agreement cannot be decreased during the relevant Term. If you sign an Agreement that a third party sends to you, you will pay the fees for our Services directly to the third party. If you sign a Licence Agreement that we send to you and that contains Third Party Services, you will pay us the fees for our Services and Third Party Services (although we collect the fees for Third Party Services as a collecting agent only on behalf of the third party).

4.2. Invoicing and Late Payment

You will provide us with the information we reasonably require to invoice you. If you pay the fees late, we may charge you interest at 1.5% over the applicable base rate of our principal bankers compounded monthly, or any higher amount allowed by Applicable Law. A third party may also charge you interest on late fees owed for Third Party Services.

4.3. Taxes

The fees are exclusive of legally applicable taxes, levies, duties or similar governmental assessments, including goods and services, value-added, and sales taxes (collectively, “Taxes”). If we are legally required to pay or collect Taxes for which you are responsible, we (or a third party) will invoice you and you will pay that amount unless you provide us (or a third party) with a valid tax exemption certificate by the appropriate taxing authority.

5. CONFIDENTIAL INFORMATION

5.1. Confidential Information

“Confidential Information” means any information that is disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”) that is expressly marked as confidential or that a reasonable person under the circumstances would understand to be confidential. Our Confidential Information includes Wordnerds Data, trade secrets, non-public copyrighted

materials, our product roadmap, and this Agreement. Confidential Information does not include any information that:

a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
b) the Receiving Party knew prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
c) is received from a third party without breach of any obligation owed to the Disclosing Party; or
d) The Receiving Party independently developed.

5.2. Strict Confidence

From the effective date of this Agreement until two years after the end of the Term, each party will hold in strict confidence, and will not use (other than for the purposes of performing its obligations under this Agreement and/or using or supplying the Services) all Confidential Information of the other party.

Nothing in this section 5 prevents the Receiving Party from disclosing the Confidential Information of the Disclosing Party to its contracted third parties, corporate affiliates, legal advisers, accountants, or other professional advisers where required (collectively, "Permitted Recipients"), provided that the party so disclosing will remain responsible for its obligations and for the Permitted Recipients' use (and any disclosure) of the Confidential Information. Where the Confidential Information includes personal data processed on your behalf, this right is subject to section 2.6 and the DPA.

The two-year limit above does not apply to personal data contained in Client Data or otherwise processed by Wordnerds on your behalf. Wordnerds will keep that personal data confidential for as long as it holds it, including in backups or where the law requires it to keep it, and the DPA applies to it until it is deleted.

6. INTELLECTUAL PROPERTY

6.1. Our Intellectual Property Rights

We, or our licensors, own all intellectual property rights in the Services, including Wordnerds Data and Classification Themes provided by Wordnerds to customers. Wordnerds does not acquire any rights in Client Data. Client Data is not used to train or improve models or Classification Themes for other customers, except as set out in the DPA or agreed in writing with you.

6.2. Project & Professional Services Deliverables

Upon your payment of the fees for any Project Deliverable, or on receipt of Professional Services agreed as part of a Licence Agreement (specified as such on the Agreement), you will retain all ownership rights to reports, copyrightable works, work products, or other materials we created for you as part of those Professional Services; provided that if the deliverable contains Wordnerds Data, then the Wordnerds Data in the deliverable is granted to you under a worldwide, non-exclusive, non-transferable, royalty-free licence to use the deliverable in accordance with this Agreement.

6.3. Exported Data Licence

We grant to you a worldwide, non-exclusive, non-transferable, royalty-free, licence to use the Exported Data in accordance with this Agreement.

6.4. Licence to use Your Feedback

You grant to us, and you undertake to procure that your Users grant to us, a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by you or your Users arising out of your use of the Services.

7. TERM AND TERMINATION

7.1. Term

The “Initial Term” of this Agreement is the period designated as such on the Licence Agreement unless terminated earlier in accordance with this Agreement. After the Initial

Term, unless stated otherwise on the Licence Agreement, the Agreement automatically renews for successive periods equal to the Initial Term (each a “Renewal Term” and collectively the “Term”) unless a party gives at least 60 days written notice to terminate prior to the expiration of the then-current Term, such notice to be effective at the end of the then-current Term.

7.2. Mutual termination

A party may terminate this Agreement by written notice to the other party at any time if:

a) the other party is in material breach and, if remediable, the breach is not remedied within 60 days of being notified in writing of the breach; or
b) the other party begins bankruptcy proceedings or becomes the subject of a petition in liquidation or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors.

7.3. Our Termination Rights

We may immediately suspend our performance or terminate this Agreement upon written notice if:

a) you fail to pay any fees by their due date and the default is more than 30 days;
b) you breach sections 3.4 or 3.5; or
c) we have good faith concerns about your financial solvency.

7.4. Accrued Rights and Liabilities and Survival

Termination of this Agreement, however arising, does not affect the accrued rights and liabilities of the parties as at termination. The following sections survive termination of this Agreement: 1, 3.1, 3.4, 4.3, 5, 6, 7, 8, 9, and 10.

8. EXCLUSIONS AND LIMITATIONS OF LIABILITY

8.1. What the parties are liable for

Nothing in this Agreement excludes or limits a party’s liability for any liability that cannot be excluded or limited under Applicable Law (including fraud).

*****IMPORTANT: PLEASE READ SECTIONS 8.2-8.4 CAREFULLY AS THEY EXCLUDE AND/OR LIMIT EACH PARTY'S LIABILITY*****

8.2. Losses a Party is Never Liable For

Subject to section 8.1, each party excludes all liability, whether in tort (including for negligence), breach of statutory duty, contract, misrepresentation, restitution, or otherwise, direct or indirect, whether foreseeable, known, foreseen, or otherwise, however arising, for any:

a) loss of revenue or profits (of any kind);
b) loss of goodwill;
c) loss of business;
d) losses suffered on third-party websites or applications; or
e) special, indirect, or consequential loss, costs, damages, charges, or expenses.

8.3. Other important exclusions of loss

Subject to sections 2.2 and 8.1, we make no warranties or representations:

a) about the truth or accuracy of our analysis of Wordnerds Data; or
b) that we will have any specific types of data or that you may be able to access third-party sites or applications. Other than as set out elsewhere in this Agreement, we exclude all other warranties, conditions, representations, or other terms (whether express or implied), subject to Applicable Law.

8.4. Liability cap

Subject always to sections 8.1, 8.2, 8.3 and 10.10, each party's total liability, however arising, will under no circumstances exceed in aggregate, the greater of:

a) £30,000 or
b) 110% of the total amount of fees paid or payable for our Services under this Agreement for the 12 months immediately preceding the date any first claim arose.

9. MUTUAL INDEMNITIES

9.1. When We Indemnify You

We will indemnify you, your Affiliates, and your and their officers, directors, employees, and agents, against any claims, demands, actions, proceedings, losses, liabilities, damages, expenses, and costs (including court costs and reasonable attorneys' fees), whether direct or indirect (collectively "Losses") arising out of a claim against you that your use of the Services infringes the intellectual property rights of a third party ("IP Indemnity"). The IP Indemnity does not apply if the claim is based on:

a) your modification of the Services without our prior written consent;
b) your use of the Services in a manner contrary to your obligations under this Agreement; or
c) your continued use of the Services after we have notified you of the alleged or actual infringement and requested you to stop using the Services. In the defence or settlement of any claim relating to the IP Indemnity, we may:
    i) procure the right for you to continue using the Services;
    ii) replace or modify the Services so that they become non-infringing; or
    iii) if (i) and (ii) are not reasonably available to us, we may terminate this Agreement (in whole or in part) on 30 days' written notice to you and refund you any prepaid fees covering the remainder of the Term of the terminated Services.

9.2. Mutual indemnity

Both parties indemnify each other, their Partners, and Affiliates - including their officers, directors, employees, and agents - against any Losses arising out of a breach (including a breach by either party's Users or any agency clients) of sections 3.2 or 3.4.

9.3. Indemnity process

An indemnity is subject to the indemnified party giving the indemnifying party prompt written notice of any claim and sole control to defend or settle the claim. The indemnified party will use its commercially reasonable efforts to mitigate its Losses.

10. GENERAL

10.1. Privacy

We collect and process User data in accordance with our Data Policy.

10.2. Rules of Interpretation

The following rules of interpretation apply to this Agreement:

a) the words “include” and “including” are deemed to have the words “without limitation” following them;
b) references to the singular include the plural and vice versa; and
c) references to “will” are to be construed as having the same meaning as “shall”.

10.3. Force Majeure

Neither party is liable for a breach caused by an event beyond its reasonable control, including a natural disaster, disease outbreak, war, riot, terrorist action, civil commotion, malicious damage, government action, industrial action or dispute, fire, flood, storm, or failure of third party telecommunications services.

10.4. Publicity

Wordnerds may use a Client's logo on its website unless the Client provides written notice otherwise.

10.5. Invalidity

If any term of this Agreement is found invalid, illegal or unenforceable, the rest of the Agreement remains in effect.

10.6. No Waiver

Either party’s delay or failure to enforce a term of the Agreement is not a waiver of that right and does not prevent that party from later enforcing that term or any other term.

10.7. Notice

Each party will deliver notices for legal service or material breach by courier service or recorded delivery: for Wordnerds, to our registered office address as set out above; for you, to your address as set out in a Project or Licence Agreement. Any notices for any matter

other than legal service or material breach may be delivered in accordance with the previous sentence or by email. If sent by email, you will send the notice to hello@wordnerds.ai and we will send the notice to you via an email address listed in any Project or Licence Agreement. Notice sent by recorded delivery is received three UK business days after posting. A party is deemed to receive an email notice 24 hours after it is sent. Notices under the DPA are given as set out in the DPA or, if the DPA does not say, in accordance with this section 10.7.

10.8. Assignment

You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with this Agreement, or any right, benefit, or interest under it, nor transfer or novate (each an “Assignment”) without our prior written consent. Any Assignment without our prior written consent is void.

10.9. Anti-bribery

The parties will:

a) comply with all Applicable Laws relating to anti-bribery or anti-corruption;
b) not engage in any act which, if it had occurred in the United Kingdom, the United States, or Singapore would have violated Applicable Law relating to anti-bribery or anti-corruption; and
c) promptly report to the other party if it receives a request for undue advantage.

10.10. Entire Agreement

This Agreement, including the DPA, including materials incorporated by reference, constitutes the exclusive statement of agreement and understanding between the parties. This Agreement excludes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written about its subject matter. You agree that no representations were made prior to entering into this Agreement and that, in entering into this Agreement, you do not rely on, and will have no remedy in respect of, any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as set out in this Agreement. Nothing in this Agreement excludes or limits our liability for fraudulent

misrepresentations or excludes (but this Agreement does limit) our liability for any fundamental misrepresentation.

10.11. Order of Priority

If there is a conflict within this Agreement, the following order applies (highest first):

(a) sections 8 and 10.10 of these terms and conditions;

(b) the DPA, but only in relation to the processing of personal data;

(c) a Project or Licence Agreement;

(d) the other sections of these terms and conditions; and

(e) the Service Level Agreement.

The English version of these terms and conditions prevails over any non-English version.

10.12. Third Party Rights

Other than as set out in sections 9.1 and 9.2, nothing in this Agreement creates or confers any rights or other benefits in favour of any person other than the parties to this Agreement even if that person has relied on the term or has indicated to any party to this Agreement its assent to the term.

10.13. No Agency

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.14. Waiver of Jury Trial

This is important, please read: each party waives all rights to a jury trial in any legal proceedings arising out of this Agreement.

10.15. Governing Law and Jurisdiction

Each party agrees to the applicable governing law and to the exclusive jurisdiction of the applicable courts, set out in the table below.

10.16. Variations

We may update or amend these terms and conditions at any time. Where we intend to make a material change, we will provide you with at least 30 days' written notice in accordance with section 10.7. Your continued use of the Services after that notice period expires will constitute your acceptance of the updated terms. If you do not wish to accept a material change, you may terminate this Agreement by providing us with written notice before the notice period expires. We will then refund any prepaid fees covering the period beyond the effective date of termination. This section 10.16 does not apply to the DPA. The DPA can be changed only as set out in the DPA or, if it does not say, in writing signed by both parties.

If you are domiciled in:	The governing law is:	The courts having exclusive jurisdiction are:
Australia, New Zealand, or a country in Europe (which includes countries in the European Economic Area and the U.K.), the Middle East, Africa, Central America, South America, or the Caribbean	English	English
U.S.A., Mexico, or Canada	New York and controlling United States federal law, without regard to choice or conflicts of law rules	New York City
Countries in Asia or the Asia Pacific	Singapore	Singapore

Version	Date	Description	Author	Approved by
1.11	19 Oct 2026	Updated subprocessor conditions	Laurna Russell	Pete Daykin