

## **Terms of Service - Growth Mission**

**(LGG Platforms Limited)**

### **1. Definitions and Acceptance of the Terms**

#### **1.1. Definitions:**

<b>Term</b>	<b>Definition</b>
Terms	The Terms of Service outlined in the contract, which constitute the agreement between Growth Mission (LGG Platforms Limited) and the Client regarding the provision of lead generation services.
Client	Any individual or entity that enters into this agreement with Growth Mission by using the services, signing up for an account on the platform at <a href="http://portal.growthmission.com">portal.growthmission.com</a> , or entering into a Client Services Agreement.
Growth Mission	Refers to LGG Platforms Limited, the service provider offering lead generation services to the Client under the terms of this agreement.
Lead Generation Service	The service provided by Growth Mission upon acceptance of these Terms, which includes generating and providing the contact details of prospective customers (Leads) to the Client for a fee.
The Platform(s)	The digital infrastructure operated by Growth Mission to facilitate the provision of potential customers' contact details to the Client.
Prospective Customer	An individual whose contact details have been generated by Growth Mission through various lead generation strategies and provided to the Client for potential business engagement.
Lead	A Prospective Customer whose contact details have been shared with the Client by Growth Mission, and who the Client can then contact for business purposes.

Customer	An individual or entity that has become a customer of the Client, potentially after being introduced as a Lead through Growth Mission' services.
GDPR and Compliance	The responsibility of the Client to handle the contact details of Leads in compliance with the General Data Protection Regulation and other applicable laws, regulations, and guidelines.
Service Fee	Additional fees that may be charged by Growth Mission for specialised services or due to the complexity of the Client's lead generation campaign, outside of standard service plans.
Facilitation Services	The role of Growth Mission as a facilitator in the referral of Leads to the Client, without Growth Mission entering into any service contracts with the Leads.
Subscription Fees	Fees paid by the Client to Growth Mission on a monthly basis to access the Lead Generation Services and other services provided by Growth Mission.
Intellectual Property	All copyright and design rights in materials, data, or information provided to the Client by Growth Mission, as well as all content and information on the Platform, which remain the property of LGG Platforms Limited.
Confidential Information	Any information provided by Growth Mission or concerning Growth Mission's affairs, as well as any information provided by the Client designated as confidential, which must be kept secret unless it enters the public domain or disclosure is required by law.
Account	The account created by the Client on Growth Mission' Platform, which is accessed using a User ID and is subject to the confidentiality and security obligations outlined in the Terms.

**1.2. Acceptance:** By using any of our services, including signing up/logging into an account on our platform at [portal.growthmission.com](http://portal.growthmission.com) or entering into a Client Services Agreement, you accept these Terms of Service ("Terms").

**1.3. The Contract:** These Terms form a legally binding agreement between you ("Client") and Growth Mission ("us" or "we"), governing the provision of lead generation services by LGG Platforms Limited.

**1.4. Authority:** If you're entering these Terms on behalf of an entity, you represent that you have the authority to bind that entity to this agreement.

**1.5. Age and Capacity:** You affirm that you are at least 18 years of age and fully competent to enter into this agreement.

**1.6. Privacy Policy:** Acceptance of these Terms also signifies acceptance of our Privacy Policy. Both documents are subject to updates, which will be effective upon posting.

**1.7. Client Services Agreement:** A separate Client Services Agreement may be executed, these Terms take precedence in case of conflict.

**1.8. Headings:** Section headings are for reference and do not influence the interpretation of these Terms.

**1.9. Legislation:** References to legal provisions include amendments and successors of those provisions.

**1.10. Amendments:** We reserve the right to amend these Terms. Your continued use of our services signifies acceptance of the new terms.

## **2. Service Description and Usage**

**2.1. Lead Generation Service:** Upon acceptance of these Terms by you, and in exchange for the Fees, Growth Mission will provide contact details of leads they generate to you from time to time as more particularly described below.

**2.2. The Platform:** Growth Mission operates the Platform which has been established to facilitate the provision of potential customers' contact details to the Client.

**2.3. Lead Acquisition:** We employ various lead generation strategies to provide Prospective Customer details to you. The methods, external providers, costs, and amounts spent to provide this service are entirely at the discretion of Growth Mission. While Growth Mission is committed to listening to the requests of its clients, it ultimately retains the final decision on how the service is delivered. In the provision of our lead generation services, the Client acknowledges and agrees that the allocation of how we spend across various advertising platforms shall be variable and sector-specific. We make no commitments regarding the manner or the amount of expenditure. Should our analysis and performance data indicate that certain sectors are not achieving the anticipated lead quality and volume, the Company reserves the right to adjust things.

Our approach involves a strategic allocation of the money spent with us across a variety of services and platforms that we determine to be most effective for the specific needs of the campaign. This can include, but is not limited to, investing in our in-house services, conducting specialised data analysis, as well as allocating portions of the budget to third-party advertising platforms like Meta, Google, LinkedIn, Bing or TikTok. Our goal is to ensure that what a Client spends with us is utilised in the most efficient way possible to generate the best possible results for their business.

The Client and Growth Mission enter into this agreement with a shared commitment to generating leads for the Client. Recognising the complexities inherent in such services, Growth Mission cannot guarantee specific results but will perform all services with a high level of professional diligence and skill, always balancing the Client's objectives with commercial viability.

**2.4. Client Registration on Platform:** You will have the right to access the Prospective Customers that our marketing efforts yield in our Platform. Growth Mission will share with you the contact details which have been provided by Prospective Customers, who will then be known as Leads, so that you can get in touch with them.

**2.5. Our Relationship with your Lead:** Should the Lead become a Customer, you may or may not decide to enter into a separate contract with them. For the avoidance of doubt, a Customer is a customer of the Client, and not a customer of Growth Mission.

**2.6. Client Landing Page:** Upon acceptance of our Terms, Growth Mission shall create a landing page for the Client. This will capture the details of the Prospective Customers on your behalf. Once they have filled in their details on the Client Landing Page, they then become a Lead and are stored in your Account in the Platform.

**2.7. GDPR and Compliance Responsibility:** Once you have the contact details of a Lead, how you handle GDPR compliance and ensuring you manage the Lead(s) in the correct way is entirely your responsibility. You will ensure that any communication and/or work that is carried out for these Leads from the Platform complies with all applicable laws, guidance and regulations.

**2.8. Unique Sectors and Additional Fees:** We may need to charge an additional Service Fee outside of our standard service plans for certain Clients, due to the scope of work, complexity, or specific demands, that may necessitate the involvement of specialised professionals or services that we do not typically provide in our standard lead generation process. We describe these additional fees as a "Service Fee". It is our prerogative that, although initially a Service Fee may not be deemed necessary during the planning stages of a campaign, we reserve the right to subsequently engage additional experts and resources as required to enhance the campaign's performance, ensuring its utmost success, at which point a Service Fee may become applicable.

**2.9. Facilitation Role:** Growth Mission acts only as a facilitator of the Leads referred to above, and the provision of any services by a Client (including the Services provided by you) to a Lead will be subject to an entirely separate legal contract. If there are any issues with performance of those Services by you, the Customer will have legal rights of redress against you, directly.

### **3. Service Quality**

**3.1. Standard of Service:** We will provide our services with reasonable skill and care.

**3.2. Warranty Exclusion:** In the case of Growth Mission's performance of the Facilitation Services, unless expressly stated otherwise in these Terms and Conditions, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from these Terms and Conditions

**3.3. No Guarantee of Success:** Unlike other providers in the market, Growth Mission does not make any guarantees that you will be successful in being hired by a Prospective Customer or Lead for services, and our role is only to try to give you the opportunity to make contact with a Lead. If you do not secure a job with the Lead on our Platform, you will not be entitled to any Fees refund from us.

**3.4. Variability of Service Quality:** The Client acknowledges that lead quality provided by Growth Mission may vary due to factors outside of Growth Mission control, including market changes and consumer behaviour. Growth Mission offers no guarantees regarding the number of leads generated, leads' conversion rates, sales potential, or qualitative measures. The Service Provider is not liable for lead quality variations or any resulting losses. This disclaimer applies during and after the Agreement term.

### **4. Marketing Material and Representations Disclaimer**

**4.1 Representations Disclaimer:** Notwithstanding any other provision of these Terms of Service or the Client Services Agreement or any other contractual agreement entered into by and between the Client and Growth Mission. The Client acknowledges and agrees that any marketing materials, promotional content, verbal or written communications, or representations made by members of the Growth Mission team, before or after the Client signs up for the Growth Mission service, shall not be considered legally binding.

The Client understands that the only representations, warranties, guarantees and obligations to which the Company is bound are those explicitly stated within the signed Client Services Agreement, Onboarding Agreement or this Terms of Service. The Client further agrees that the Company's obligations are limited to those expressly defined in the Client Services Agreement, and no reliance on any outside or preceding statements

or materials shall have any legal effect or alter the terms of such agreement. This clause shall survive the termination or expiration of the Client Services Agreement.

## **5. Client Obligations**

**5.1. Service Standards and Compliance:** As our client, you are required to ensure that all services provided to your Lead(s) are delivered with the highest level of care, integrity, and quality that they reasonably expect. This includes, but is not limited to, adhering to all relevant laws, regulations, and guidelines, especially those concerning data privacy, consumer rights, and health & safety. You, and any representative acting on your behalf, must maintain these standards throughout the service delivery process.

**5.2. Cooperation and Communication:** You agree to collaborate fully with Growth Mission regarding the Lead Generation Service and provide necessary and accurate information promptly, ensuring its completeness and accuracy. You must adhere to the Terms of our platform and follow all policies and guidelines as outlined, acknowledging that these may be updated periodically. You are required to meet any vetting requirements we may set forth and clearly communicate to your customers that the services they receive are provided by you, not Growth Mission, to avoid any confusion regarding service provision.

**5.3. Legal Compliance:** You are obligated to comply with all laws and regulations related to anti-bribery and anti-corruption, including the Bribery Act 2010, among others. It is your responsibility to understand and abide by these legal requirements in all your dealings and services provided through our Platform.

## **6. Service Provision and Fees**

**6.1. Access to Services and Fee Requirements:** To utilise our Lead Generation Services and access the Lead(s) we generate for your business, our Fees are required to be paid. These Fees are detailed in the Service Agreement you signed upon starting with our service.

**6.2. Monthly Fee Payments:** Fees are due on a monthly basis.

**6.3. Additional Fees:** You agree to pay all Fees, including but not limited to: service fees, other services we believe are required, within reason, that will enable us to fulfil our contractual obligations.

**6.4. Billing in Advance:** Unless otherwise specified, Fees will be billed in advance for each month and are non-refundable.

**6.5. Changes to our Prices:** We reserve the right to modify our billing rates (plans) at any time by posting these fee changes to our Site. Should you continue to use the Services after these changes go into effect, you will be responsible for paying the new Subscription Fee.

**6.6. Upgrades & Downgrades:** If you upgrade to a higher-level Subscription during the Subscription Period, you agree to pay Growth Mission the difference between your original Subscription fee and the cost of the upgrade. If you downgrade to a lower-level Subscription during the Subscription Period, you will not receive any form of credit or refund to your Account.

**6.7 Storage of Payment Details:** By entering a card number, you agree that Growth Mission, and our Third Party service providers, may store your payment card information. You expressly authorise us to charge you, where applicable: (i) Subscription Fees, to be billed during a Subscription Period (ii) other fees for Services purchased, including, but not limited to, Service Fees

**6.8. Our Collection Costs:** You agree to reimburse us, where applicable, for all collection costs and interest for any overdue amounts. If the payment card you provide expires and you do not update your payment card information or cancel your Subscription, you authorise us to suspend your Account on our Platform and you agree that we will be released from any outstanding contractual obligations until your Fees balance has been paid. If any form of Dispute is created over a payment, you agree that an additional administration fee of \$150.00 USD is due and payable with immediate effect. This is due to the staffing costs associated with this and would be in addition to all collection costs, interest and any overdue amounts.

**6.9. Personal Guarantee:** You agree to personally guarantee all outstanding payments. You agree that you shall unconditionally pay, on demand, should Growth Mission demand it from you in writing. This payment would be expected within seven (7) days. You agree that in this circumstance you would personally owe Growth Mission an amount equal to all of the amounts payable.

**6.10. Lead Generation and Access:** You can view the leads we've generated for you through our Platform. We will do our best in generating as many Leads within the scope you gave us for your monthly Fee.



**6.11. Subscription Terms and Cancellation:** Fee subscriptions are committed to a minimum term that prohibits cancellation or reduction of the monthly fee. This minimum term is specified in the Client Services Agreement. Following this term, your subscription becomes flexible, permitting cancellation with 7 days' notice. You can do this by sending an email to support@growthmission.com, from an email address affiliated with your Platform account. If seven (7) days notice isn't given, billing for the next month will be processed automatically if the next billing date is within that period.

**6.12. Cancellation by Growth Mission:** Growth Mission reserves the right to terminate this Agreement at any time, for any reason, and at our sole discretion, without liability. A reason for such termination may be, but is not limited to, failure to comply with these Terms. Growth Mission reserves the right to modify, suspend, or discontinue the Platform and/or Services, or any portion thereof, at any time and for any reason, with or without notice.

**6.13. Cancelling due to unforeseen circumstances:** Either party may terminate the relationship and contractual commitments at any time with 7 days' notice. if:

(a) The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up, having a receiver appointed to any of its assets or ceasing to carry on its business;

(b) the other party suspends, or threatens to suspend or cease or threatens to cease to carry on all or a substantial part of its business or

(c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under these Terms of Service has been placed in jeopardy.

**6.15. Our Contractual Commitments:** To be eligible for any guarantees or contractual commitments outlined in your Client Services Agreement or Terms or any other contractual commitment that we have made, the client must adhere strictly to the contracted term without any cancellations within the first three (3) months of service commencement. The Client must have paid the full balance, on schedule, that they contractually agreed to pay Growth Mission over the term and they must still be an Active Client with Growth Mission. 7-days after the final day of their initial 3-month commitment.

Failure to comply with these conditions, including any attempt to cancel the contract within the first three (3) months and not being an Active customer 7 days after the end of this period, will render any previously stated guarantees or contractual commitments null and void.

In the event that Growth Mission fails to fulfil all of its contractual obligations and the specified conditions above occur, Growth Mission will not face any penalties. However, Growth Mission is obligated to complete the delivery of its remaining outstanding contractual commitments to the customer without imposing any additional fees, ensuring that everything is delivered.

**6.16. Refunds:** Due to the nature of the services provided all Fees are non-refundable under any circumstance.

**6.17. Partial Refunds:** You agree that you will not be refunded or credited for partial months of service.

**6.18. Service Pause or Cancellation Due initiated by Growth Mission:** We reserve the right to temporarily or indefinitely pause our services at our sole discretion, should we observe behaviour from the client that we deem unusual or suspicious. Such behaviours include, but are not limited to, actions that lead us to believe the client may initiate a Dispute, or evidence suggesting that the client is not adequately servicing the leads provided by us. This clause is in place to safeguard the integrity of our services, manage our risk and the interests of both parties.

## **7. Intellectual Property Rights**

**7.1 Intellectual Property Ownership:** All intellectual property rights, including copyright and design rights, in any materials, data, or information provided to you by Growth Mission, as well as in all content and information on the Platform (notwithstanding the rights of any third parties), are and shall remain the property of LGG Platforms Ltd. The services we provide and the work we perform are effectively leased to you for the term of our engagement.

**7.2 Use of our Intellectual Property:** For as long as you adhere to this Agreement and are an Active Client, Growth Mission grants you a non-transferable, non-sublicensable, non-exclusive, revocable, limited purpose right to use our Intellectual Property.

## **8. Data Protection**

**8.1. Our Policies:** Please see our Privacy Policy and Cookie Policy for more information on how your personal information will be used.

## **9. Liability**

**9.1. Indemnification:** You acknowledge that, while you are contractually responsible for your service to the Leads we generate for your business, failure to meet your obligations may damage Growth Mission' reputation. Consequently, you agree to fully indemnify Growth Mission for any and all losses, liabilities, costs, damages, and expenses incurred or suffered, including but not limited to direct, indirect, and consequential losses. This indemnity covers any claims or proceedings, whether actual or threatened, made against Growth Mission by any party (including Customers) due to your failure to meet your obligations under Clause 2.

**9.2. Limitation of Liability:** Except as detailed in Clause 9.4, the total liability of Growth Mission under these Terms and Conditions shall not exceed the total Fees paid to Growth Mission in the twelve months preceding the claim.

**9.3. Exclusions of Liability:** Subject to the provisions of Clause 9.4, Growth Mission will not be liable for any:

- Direct, indirect, or consequential loss of profits, sales, business, or data;
- Loss of or damage to goodwill, reputation, or opportunity;
- Liabilities to third parties, including Customers;
- Loss of use or value of data or software;
- Any other indirect or consequential losses.

**9.4. Exceptions:** Nothing in these Terms and Conditions shall limit or exclude liability for any liabilities which cannot be lawfully excluded or limited.

**9.5. Third Parties:** You acknowledge and agree that Growth Mission is not responsible or liable for any Third Party content linked to from the Platform or Services. This includes but is not limited to accuracy, integrity, quality, usefulness, legality, safety, and intellectual property rights. The inclusion of such linked content in no way indicates endorsement by, or association with, Growth Mission.

**9.6. Clarification on Liability:** GROWTH MISSION MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, OR ACCURACY OF THE SITE, SERVICES, OR DATA MADE AVAILABLE FROM THE SERVICES. YOUR USE OF THE SITE OR SERVICES, AND ALL CONTENT, MATERIAL, AND THIRD PARTY SOFTWARE AND CONTENT ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

GROWTH MISSION DISCLAIMS ANY WARRANTY THAT THE SITE, THE SERVICES, OR ANY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME GROWTH MISSION MAY REMOVE THE SITE OR CEASE PROVIDING THE SERVICES FOR INDEFINITE PERIODS OF TIME WITHOUT PRIOR NOTICE OR NOTIFICATION. YOUR ACCESS TO AND USE OF THE SITE AND SERVICES MAY BE INTERRUPTED OR SUSPENDED FROM TIME TO TIME FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, EQUIPMENT MALFUNCTIONS, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR SERVICES, OR OTHER ACTIONS THAT GROWTH MISSION, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ENTITLED TO DAMAGES OR ANY OTHER FORM OF COMPENSATION OR RELIEF WHEN OUTAGES, DELAYS, DOWNTIME, MALFUNCTIONS, SECURITY OR SYSTEM BREACHES, OR OTHER INTERRUPTIONS OF SERVICE OCCUR.

GROWTH MISSION MAKES NO GUARANTEE REGARDING: (A) THE NUMBER OF VISITORS, VIEWS, OR LEADS ON ANY OF YOUR LANDING PAGES, OR (B) THE COMPATIBILITY OF ANY SOFTWARE, HARDWARE, OR CONTENT WITH THE SITE OR SERVICES. YOU ARE NOT ENTITLED TO COMPENSATION, REFUNDS, CREDITS, DAMAGES OR ANY FORM OF RELIEF SHOULD THE SITE OR SERVICES NOT MEET YOUR EXPECTATIONS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR CONTENT IS COMPATIBLE WITH THE SITE AND/OR SERVICES. GROWTH MISSION DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORISED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE OR SERVICES, AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT.

GROWTH MISSION IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, OR FAILURES OF ANY THIRD-PARTY CONTENT, SERVICE, NETWORK, OR SOFTWARE OR HARDWARE

PROVIDER, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES USED BY GROWTH MISSION, TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY GROWTH MISSION.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES, IS DONE AT YOUR OWN DISCRETION AND RISK. YOU AGREE THAT YOU, SOLELY, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE, AND/OR FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER COMMUNICATED ORALLY OR IN WRITING, FROM GROWTH MISSION EMPLOYEES, OR VIA THE SITE OR SERVICES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE SITE AND SERVICES ARE OFFERED AND CONTROLLED BY GROWTH MISSION FROM ITS FACILITIES IN THE UNITED KINGDOM. GROWTH MISSION MAKES NO REPRESENTATIONS THAT THE SITE OR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE OR SERVICES FROM OTHER JURISDICTIONS DO SO AT THEIR OWN RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

YOU AGREE THAT NEITHER GROWTH MISSION NOR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, LICENSORS, EMPLOYEES OR AGENTS, WILL BE HELD LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF, FOR ANY TANGIBLE OR INTANGIBLE DAMAGES OR LOSSES ARISING FROM OR RELATING TO: THIS AGREEMENT, YOUR USE OF OR INABILITY TO USE THE SITE OR SERVICES, OR YOUR USE OF THIRD PARTY MATERIALS, CONTENT, OR SERVICES.

GROWTH MISSION WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, LOSSES, OR OTHER CONSEQUENCES THAT YOU MAY INCUR IN THE EVENT THAT THE SITE AND/OR SERVICES ARE MODIFIED, SUSPENDED OR DISCONTINUED.

IN NO EVENT SHALL GROWTH MISSION AND ITS AFFILIATES', REPRESENTATIVES', OFFICERS', DIRECTORS', STOCKHOLDERS', EMPLOYEES', OR AGENTS' AGGREGATE LIABILITY FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE COST OF CUSTOMER'S SUBSCRIPTION.

## **10. Information & Confidentiality**

**10.1. Confidentiality:** Any information provided by Growth Mission or concerning Growth Mission's affairs shall be kept confidential by you and all information provided by you which is so designated by you shall be kept confidential by Growth Mission; but the foregoing shall not apply to any documents or other materials, data or other information which enter the public domain (other than where any disclosure is required by law or regulatory authority.)

**10.2. Use of Brand Name and Trademarks:** The Client shall not use Growth Mission's brand name, trademarks, service marks or logos for any promotional or publicity purposes without the express written consent of the other.

## **11. Your Profile Information and Account**

**11.1. How you access our services:** Your User ID is the only way to log in and access your Account. You understand and agree that you are responsible for maintaining the confidentiality of your User ID. You agree to provide true, accurate, current, and complete information about yourself, or the entity you represent.

You are solely responsible for all activities that occur within your Account on our Platform. If you become aware of any unauthorised use of your Account or Profile Information, you are responsible for notifying Growth Mission immediately. It is your responsibility to update or change any Account or Profile Information, as needed or desired.

**11.2 Billing Information:** Billing information may only be provided by the card owner. Growth Mission disclaims all liability where the ownership of the card or bank accounts is disputed, and will not participate or play any role in such disputes. Growth Mission will automatically charge the card on file; should the billing information be changed, the new credit card will be charged. Growth Mission will automatically charge the card(s) on file in accordance with our Client Services Agreement and this Terms of Service.

## **12. Our Service**

**12.1. Our Platform:** When we mention “Our Platform” or “The Platforms,” we're referring to the digital platforms that we have created to service the Client and provide leads. This is not to be confused with a platform owned by other entities.

**12.2. Campaign Budget:** The term "campaign budget" within this Agreement pertains solely to the services Growth Mission provides, with all decisions on the methods, providers, and costs at Growth Mission' discretion.

**12.3. Our Strategy:** Our strategy involves distributing the campaign budget across various services and platforms, including in-house services and external third-party platforms, aiming for the most effective use of what the Client spends with us to achieve optimal campaign results.

## **13. General Provisions**

**13.1.** These Terms and Conditions are personal to you and you will not assign or transfer or subcontract any of your rights or obligations without our prior written consent.

**13.2.** Any notice required or permitted to be given by either party to the other under these Terms and Conditions are to be in writing addressed to the other party at its trading address or such other address as may at the relevant time have been notified to the other party.

**13.3.** Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute one party the agent of the other party, or authorise a party to make or enter into any commitments for or on behalf of the other party. The parties acknowledge and agree that each of them is an independent contractor, and nothing in these Terms and Conditions shall render either party (nor any staff of a party) an employee of the other.

**13.4.** If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder of the provisions in question shall not be affected.

**13.5.** These Terms and Conditions will be governed by English and Welsh law and shall be subject to the exclusive jurisdiction of the English and Welsh courts.

**13.6.** You agree that any disputes with Growth Mission regarding this Agreement, the Platform, or Lead Generation Service will be governed by the laws of England and Wales. Growth Mission can enforce this Agreement with equitable remedies, without needing to prove monetary damages. Claims related to these Terms must be made within 12 months from when they first arise.

**13.7.** You agree that if Growth Mission does not exercise or enforce a legal right or remedy contained in the Agreement or under applicable law, this is not a waiver of Growth Mission rights. Those rights or remedies will still be available to Growth Mission should we choose to exercise them.

**13.8.** This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation, or discussion, oral or written, and may not be changed except in writing, and signed by us.

**Contacting Growth Mission**

You may contact Growth Mission by email at [support@growthmission.com](mailto:support@growthmission.com), or by mail at LGG Platforms Limited, 3rd Floor, 86-90 Paul Street, London, England, EC2A 4NE.



## **Financing**

On the growthmission.com webshop, it is possible to pay for the purchased goods not immediately, but at a later date. We provide this with the help of an external financial partner, PastPay Europe Sp. z o.o. (PastPay) through its payment method called PastPay. In this case, if you select PastPay as the payment method at checkout and PastPay undertakes to finance the given transaction, PastPay will buy the invoice issued by the Service Provider to you, therefore it will purchase the Service Provider's claim against you and pays the invoice value to the Service Provider instead of you. In such cases, the invoice issued by the Service Provider already contains the unique legal features of the scheme and all the necessary information.

It is IMPORTANT that after the assignment of the invoice, your payment obligation remains with PastPay, which can only be paid to the bank account number of PastPay indicated on the invoice. You must fulfill your payment obligation no later than the due date of the invoice, otherwise a flat rate of 40 euros will be charged. By using PastPay, you consent to the forwarding of your contact details (name, email address, phone number) to PastPay. This is primarily necessary so that we can send you the information and notifications necessary for the grant and the payment process. You can find PastPay's Privacy Policy [here](#). In the event that PastPay does not undertake to finance the given transaction, this payment method is not available - of course, you still have the option of making the purchase, please choose another payment method in such a scenario.