

Terms and Conditions for the Supply of Services

PARTIES

1. DEFINITIONS AND INTERPRETATION

1.1. In these T&Cs the following definitions apply unless otherwise stated:

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Client means the individual or corporate who purchases Services from the Company and whose details are set out in the Order.

Company means Grow Social Media Limited, a limited liability company incorporated in England and Wales (registered number 11598732) whose registered office is at Kemp House, 160 City Road, London, EC1V 2NX, trading as Grow Social Media / Grow Social Agency / Grow Social.

Group Company means a company which is a subsidiary or holding company of the Company, as defined in section 1159 of the Companies Act 2006.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order means the order placed by the Client through provision of payment details (including via Paypal or credit card) or by email instruction that an order is to be placed. Together with these T&Cs the Order shall form a binding contract.

Services means the services which the Company will provide to the Client as specified in the Order and on the Website and corresponds with the package selected by the Client.

T&Cs means these terms and conditions, as amended from time to time.

VAT means value added tax.

Website means www.grow-social.media.

1.2. Where these T&Cs use words in their singular form, they shall also be read to include the plural form of the word and vice versa. Where these T&Cs use words which denote a particular gender, they shall be also read to include all genders and vice versa.

1.3. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these T&Cs.

1.4. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. APPOINTMENT AND TERMS

- 2.1. The Client shall engage the Company and the Company shall provide the Services on the terms of these T&Cs.
- 2.2. The Order constitutes an offer by the Client to purchase the Services in accordance with these Terms.
- 2.3. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, or when the Company has started to provide the Services having received the Order, whichever happens first, at which point these T&Cs shall come into existence. The Company will be deemed to have started providing the Services on such date as the kick-off call or kick-off meeting with the Client took place.

3. COMPANY'S OBLIGATIONS

- 3.1. The Company shall provide the Services using all reasonable care and skill.
- 3.2. The Company shall use reasonable endeavours to meet any agreed deadlines but any such dates shall be estimates only and time shall not be of the essence for the provision of the Services. The Company shall not be liable for any delay in delivery of the Services caused by a force majeure event or the Client's failure to provide the Company with adequate delivery instructions or any other instructions relevant to the supply of the Services.

4. CLIENT'S OBLIGATIONS AND INDEMNITIES

- 4.1. The Client shall provide assistance and technical information to the Company, as reasonably required by the Company in sufficient time to facilitate the Company's performance of the Services in accordance with any estimated delivery dates or milestones. The Client shall have sole responsibility for ensuring the accuracy of all information provided to the Company.
- 4.2. The Client shall within the agreed deadline comment on and or approve materials provided under the Services, including (without limitation) advertising copy, search terms and graphic material submitted by the Company. In addition, the Client shall within the agreed deadline implement changes on websites, in IT systems or where it may otherwise be required by the Company.
- 4.3. The Client shall inform the Company immediately of changes of domain names, websites, technical setup and any other material information regarding the technical infrastructure which may affect the Services delivered by the Company.
- 4.4. The Client shall indemnify and keep the Company indemnified fully against all liabilities, costs and expenses whatsoever and howsoever incurred by the Company in respect of any third parties as a result of the provision of the Services in accordance with these T&Cs or the content of the Client's advertising or web pages which result in claims or proceedings against the Company for infringement of any Intellectual Property Rights or other proprietary rights of third parties, or for breach of confidentiality or contract or for defamation.
- 4.5. In line with market practice and unless otherwise notified, the Client shall be exclusively responsible for implementing the optimisation changes recommended by the Company. As notified by the Company, in certain cases for amendments to existing optimisations, the Client shall allow the Company use of the site's FTP or content management system's username and password in order to gain access to add in keywords.
- 4.6. The Company requires that prior notice be given for any alterations relating to the Client's website(s) that may affect the services supplied by the Company. If alterations are made by the Client or a third party to the Client's site(s) search engine placements may be affected and the Company cannot be held responsible.
- 4.7. The Client acknowledges that frequent and original content added to the site will help to improve the stability of rankings within search engines and the Client understands that regular, unique content plays an important part in the success of a website and failure to add unique content will lessen the impact of SEO services.

5. FEES

- 5.1. In consideration of the performance of the Services, the Client shall pay the Company a monthly fee provided on the Website which correspond with the Client's chosen package (the "Fee").

5.2. All packages are provided on a monthly subscription basis and the Client acknowledges that subscriptions will be automatically renewed by the Company at the end of each term to avoid any interruption to service. The Client may terminate its subscription to the Services in writing giving no less than 30 business days' notice of the termination. Services will continue to be provided until such time as the existing service subscription has been provided in full to the Client (ie. until the end of the month for which the services have been pre-paid by the client). Our All Inclusive Business Package is currently offered with a minimum six month term and the right to terminate services only comes into effect once this minimum term has been completed.

6. INVOICING

6.1. The Company shall charge the Client on the first day of the subscription term and automatically on the same date of each subsequent month. Where the order is placed via Paypal or with a credit card, payment shall automatically be taken on the date of each subscription renewal.

6.2. The Client shall pay all amounts due under these T&Cs in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Company to the Client.

6.3. In the event of overdue payment, interest shall accrue on the invoice amount at the rate of 2 per cent over the base rate of Barclays Bank Plc. At the Company's discretion, a fee of £10 (to cover administrative expenses and not as a penalty) shall be charged per reminder for overdue payment submitted to the Client. The Company shall be entitled to submit such reminders on a weekly basis once the fees have become overdue. The Company reserves the right to suspend the provision of the Services or to terminate the engagement if any invoice is not paid by the due date.

6.4. If the Client subsequently requires the Company to complete the work within a shorter time frame than agreed the Company reserves the right to charge additional monies to prioritise such projects ahead of pre-planned work.

7. DELAYS AND COMPLAINTS

7.1. Complaints concerning delays or breach of Contract shall be submitted immediately after the time when the Client became or should have become aware of the matter. If the Client fails to bring the defect (unless by its very nature it is impossible to ascertain within such a period) to the attention of the Company within 24 hours the Client shall be deemed to have accepted the Services and shall not be entitled to assert remedies based on delays or breach of Contract. The Company shall at its option correct, rectify or replace the issue which is the subject of the complaint.

7.2. The Client's exclusive remedies for late delivery or Services not conforming with these T&Cs are as specified in this clause 7 and, if the remedies set out in these T&Cs have been exhausted, the Client's final remedy is limited to cancellation of these T&Cs and the Company's sole liability is at its sole discretion to refund an amount of that month's Fee, subject to the limitations set out in clauses 8 and 9 below.

8. LIABILITY

8.1. The Company's total liability (whether in contract, tort (including negligence or otherwise)) under or in connection with these T&Cs or otherwise will not in any event exceed the total sum paid for the Services as at such time.

8.2 The Company shall not be liable to the Client for the negligence, dishonesty, wilful default or bad faith of any agent and/or contractor acting on behalf of the Company provided that such agent and/or contractor was selected, appointed and retained by the Company in good faith and applying reasonable care.

8.3 Nothing in this Agreement shall operate to limit or exclude the liability of either Party for fraud or other liabilities which cannot lawfully be limited or excluded.

9. OTHER LIMITATIONS OF LIABILITY

9.1. The Company shall not be liable for downtimes, interference in the form of hacking, virus, disruptions, interruptions, faulty third-party software, search engines or websites on which a service is dependent or other deliveries from a third party. The Company shall use its reasonable efforts to assist in remedial efforts if so requested by the Client. Any work connected with remedial efforts as described above shall be charged to the Client separately in accordance with these T&Cs.

9.2. The Company shall not be liable for any changes made without notice by the Client or a third party employed by the Client to domain names, websites, links, technical setup etc. and affecting the Services delivered by the Company. Preceding or subsequent work connected with any adjustments required as a result of such changes shall be charged to the Client in accordance with these T&Cs.

9.3. The Company shall use all reasonable endeavours to deliver Services relating to search engine optimisation, links, advertisements, banners, pay per click and google analytics in accordance with the guidelines applicable to the relevant search engines. However, the Company shall not be liable for delayed or non-conforming performance due to changes made to standard terms, assessment algorithms, search criteria, viewing policy, prices and campaign offers or other matters beyond the Company's control and reserves the right to make changes to Services as a result of the same. In addition, the Company shall not be liable for other changes or discontinuation of search engines.

9.4. The Company shall not be liable for Services relating to search engine optimisation, link building, advertisements, banners or sponsorships leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, the Company shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.

9.5. The Company shall not be responsible for URLs dropped or excluded by a search engine for any reason.

9.6. If the Client does not implement some or all of the Company's recommendations, the Company shall not bear any liability for any lack of success experienced by the Client relating to the Services.

9.7. The Client hereby acknowledges that certain Services rely upon goods and/or services being provided by third parties ('**Third Party Services**') and that the Company may engage on behalf of the Client providers of Third Party Services ('**Third Party Service Provider**') for example photographer or design services. The Client acknowledges that the Third Party Services will be governed by that third parties' terms and conditions and that the Company cannot provide any warranties in respect of the Third Party's Services and will not be liable to the Client for any delays and/or failings in respect of the same. Providers of Third Party Services may provide their own warranties to the Client and the Client must satisfy itself whether or not such warranties (where given) are acceptable for the Client's business purposes or risk management policies. The cost of the Third Party Services shall be agreed beforehand between the Client and the Company and shall be borne by the Client. The Company will invoice the Client for the Third Party Services and hold funds in a dedicated account for the lifetime of the account. Any remaining funds retained on completion of the Services will be reimbursed to the Client.

9.8. The Company's only responsibility in respect of the Third Party Services is to take reasonable care and skill when selecting the providers of the same.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. It is the responsibility of the Client to ensure that they have the right to use any Intellectual Property Rights when they provide any text, image or representation ("**Materials**") to the Company for incorporation into the Services and the Client hereby grants or agrees to procure the grant of (as applicable) an irrevocable licence to the Company to use such Materials for the purposes of providing the Services for the duration of these T&Cs.

10.2. The Client shall indemnify the Company against all damages, losses and expenses suffered or incurred by the Company as a result of the Materials which the Client has contributed or approved being in contravention of legislation, decency, marketing rules or any action that any such Materials infringe any Intellectual Property Rights of a third party.

10.3. The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described above.

10.4. Unless expressly stated otherwise in these T&Cs, the Intellectual Property Rights created, developed, subsisting or used in connection with the Services and whether in existence at the date hereof or created in the future shall vest in and be the property of the Company or the relevant third party from whom the Company has

acquired a right of use with a view to performing the Services. The Client agrees to execute and deliver such documents and perform such acts as may be necessary from time to time to ensure such Intellectual Property Rights vest in the Company.

10.5. The Intellectual Property Rights referred to in this clause 10.5 shall not be used, assigned, distributed, copied, forwarded to online or offline activities by the Client without prior written agreement.

10.6. The Company reserves the rights to use and display the Client's name, figure, logo etc. as a reference on the Company's website, marketing materials, PR or types of media whilst they are a Client of the Company and for 18 months after these T&Cs terminate. The Client agrees to send the Company its most recent logo or figure as and when it is amended from time to time. For any websites that the Company builds it will include a link back to its site with a link identifying that it has designed or developed the site. The Company will request separate permission to include the Client's results in its case studies. The Company will provide a copy of the any text or results for the Client to approve prior to publishing.

10.7. The Client acknowledges that certain Services may involve the licensing of third party Intellectual Property Rights and that the Client may be required to enter into a licence directly with such third party. Unless otherwise expressly stated, all prices shall be exclusive of costs for the acquisition of Intellectual Property Rights for materials to be included in marketing materials, including if relevant (but without limitation) pictures and licences from third party owners and licensors.

11. CONFIDENTIALITY

11.1 A Party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, marketing strategies, advertising concepts, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other Party ("**Disclosing Party**"), its employees, clients, agents or subcontractors, and any other confidential information concerning the Receiving Party's business or its products or its services. The Receiving Party shall restrict disclosure of such confidential information to its employees, agents or subcontractors as a need to know for the purpose of discharging the Receiving Party's obligations under these T&Cs, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of these T&Cs.

12. TERM AND TERMINATION

12.1. The Client may terminate its subscription at any time without cause, but it will not be entitled to any refunds of any prepaid and unused fees, and any unpaid fees under your Plan for the applicable subscription term will become immediately due and payable. The Client may terminate its subscription and receive a prorated refund of any prepaid and unused fees, if the Company fails to cure a material breach of these T&Cs within thirty (30) days of the Company's receipt of written notice from the Client describing the breach.

12.2 The Company may terminate these T&Cs for any of the following reasons: (i) the Client fails to comply with these T&Cs, (ii) the Client does not pay the fees in accordance with the payment terms under these T&Cs, (iii) the Client becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (iv) if the Company determines that the Client is acting or have acted in a way that negatively impacts or reflects on the Company or its current or prospective partners or customers. In no event will any termination by us for the foregoing reasons entitle the Client to any refunds of any prepaid and unused fees or relieve you of your obligation to pay any fees payable to us prior to the date of termination.

12.3 On termination, the Client must cease using the Products and the Company reserves the right to delete the Client's account settings and content within thirty (30) days of such cancellation or termination with no liability or notice to the Client. Once the Client's account settings and Content are deleted, the Client will not be able to recover such account settings and Content, except any Content that remains on Third Party Services pursuant to the terms and conditions of such Third-Party Services.

13. ASSIGNMENT

13.1. The Client shall not be permitted to assign or transfer all or any part of its rights or obligations under these T&Cs without the prior written consent of the Company.

13.2. The Company shall be entitled to assign or subcontract any of its rights or obligations under these T&Cs and the Client acknowledges that certain elements of the Services will be provided by third parties.

14. MISCELLANEOUS

14.1. The Company reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to the Client and the Company shall not be liable to the Client or any third party for any modification to or discontinuance of these Services save for the return of any prepaid sums in connection with the provision of the Services which are subsequently not provided.

14.2. The Company may revise and update these T&Cs from time to time, in its sole discretion. Any changes we make to these T&Cs are effective immediately when the Company uploads them onto its Website. The Company will provide notice to the Client of any material changes. Continued use of the Company's Services after the Client has been provided with notice of the updated T&Cs shall constitute acceptance of the updated T&Cs.

14.3. The Company may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place the Company in a conflict of interest with the Client.

14.4. The failure of either party to enforce or to exercise at any time or for any period of time any right pursuant to these T&Cs does not constitute, and shall not be construed as, a waiver of such terms or rights and shall in no way affect that party's right later to enforce or to exercise it.

14.5. If any term of these T&Cs is found illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms of these T&Cs, be deemed omitted from these T&Cs and shall in no way affect the legality, validity or enforceability of the remaining terms which shall continue in full force and effect and be binding on the parties to these T&Cs.

14.6. These Contract (Rights of Third Parties) Act 1999 shall not apply to these T&Cs.

14.7. All notices, other communications given or other document required to be given under these T&Cs must be in writing to the email address given below:

The Company: hello@grow-social.agency

and such address as is advised by the Client.

14.8. Each Party undertakes to comply with all applicable rules, regulations, codes of practice and laws relating to its use of the Services, including without limitation its obligations under the EU General Data Protection Regulation 2016/679 and Data Protection Act 2018.

15. ENTIRE AGREEMENT

15.1. The parties acknowledge and agree that these T&Cs supersedes any prior agreement, understanding or arrangement between the parties, whether made orally or in writing and constitute the entire agreement between the Company to provide the Services to the Client and for the Client to purchase those Services.

15.2. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in these T&Cs. Any samples, drawings, descriptive matter, or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of these T&Cs or any other contract between the Company and the Client for the supply of Services.

16. LAW AND JURISDICTION

16.1. These T&Cs and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.

