

TERMS & CONDITIONS

Effective Date: 29 July 2026

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Definitions

In these Terms and Conditions, unless the context otherwise requires:

"Company" means GrowthNest Media Private Limited, including its subsidiaries, affiliates, directors, officers, employees, authorised representatives, successors and assigns.

"Client" means any individual, partnership, company, organisation or legal entity purchasing or using the Company's products or services.

"Agreement" means these Terms and Conditions together with any quotation, proposal, purchase order, invoice, statement of work or written agreement issued by the Company.

"Services" means any lead generation, telemarketing, market research, digital marketing, appointment setting, survey campaigns, CRM integration, API integration, consultancy, compliance services or any related commercial services provided by the Company.

"Data" means consumer or business information supplied by the Company including First Use Data, Second Use Data, List Rental Data and Bespoke Data.

"Lead" means a consumer or business record generated according to the agreed qualification criteria.

"Business Day" means Monday to Friday excluding public holidays in England and Wales.

Acceptance of Terms

2.1 By placing an order with GrowthNest Media Private Limited, the Client agrees to be legally bound by these Terms and Conditions.

2.2 These Terms apply to every quotation, invoice, purchase order and service unless otherwise agreed in writing by an authorised director of the Company.

2.3 Any alternative terms proposed by the Client shall have no effect unless accepted in writing by the Company.

2.4 The Company reserves the right to amend these Terms from time to time.

Company Status

3.1 GrowthNest Media Private Limited acts as an independent contractor.

3.2 Nothing within this Agreement creates a partnership, joint venture or employment relationship.

3.3 The Company may subcontract parts of the Services while remaining responsible for overall service delivery.

Services

The Company provides commercial services including but not limited to:

Consumer Lead Generation | B2B Lead Generation | First Use Data | Second Use Data | List Rental Data | Telemarketing | Survey Campaigns | Appointment Setting | CRM Integration | API Lead Delivery | Digital Marketing | Compliance Consultancy | Bespoke Data Solutions | Market Research

Orders

5.1 Orders become binding only after written acceptance by the Company.

5.2 The Company reserves the right to reject any order.

5.3 Delivery dates are estimates unless specifically agreed in writing.

5.4 Partial deliveries shall constitute valid performance.

Data Licensing

6.1 All Data remains the intellectual property of GrowthNest Media Private Limited.

6.2 The Client receives a limited, non-exclusive, non-transferable licence to use the Data solely for the agreed campaign.

6.3 The Client shall not copy, sell, redistribute, sublicense or publish the Data.

6.4 Unless otherwise agreed, all Data is licensed for one marketing campaign only.

Delivery

7.1 Data may be delivered through secure API, CRM integration, secure email, Dropbox, encrypted cloud storage or the Company's

Client Portal.

7.2 Risk transfers upon successful electronic delivery.

7.3 The Client shall inspect all Data within five (5) Business Days.

7.4 Any claim relating to defective Data must be submitted within fourteen (14) days.

Data Quality

8.1 The Company undertakes commercially reasonable quality assurance procedures before delivery.

8.2 Due to the nature of marketing databases, absolute accuracy cannot be guaranteed.

8.3 Replacement records will only be supplied where agreed replacement criteria have been met.

Client Obligations

The Client shall:

Provide accurate campaign requirements.

Comply with UK GDPR, the Data Protection Act 2018 and PECR.

Keep all supplied Data secure.

Use the Data only for the agreed purpose.

Immediately notify the Company of any security incident or data breach.

The Client shall not:

Resell Data.

Share Data with unauthorised third parties.

Use Data unlawfully.

Misrepresent the origin of the Data.

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Payment Terms

- 10.1 Invoices are payable in accordance with the payment terms stated on the invoice.
- 10.2 Prices exclude VAT unless otherwise stated.
- 10.3 Overdue invoices may attract interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.4 The Company reserves the right to suspend Services where invoices remain unpaid.

Replacement Policy

- 11.1 Replacement Data will be considered only where the Company verifies that supplied records fail to meet the agreed specification.
- 11.2 Replacement requests must be made within the agreed reporting period.
- 11.3 No refund shall be issued unless expressly agreed by the Company.

Intellectual Property

- 12.1 All intellectual property rights remain vested in GrowthNest Media Private Limited.
- 12.2 Nothing transfers ownership to the Client.
- 12.3 The Client shall not copy, reverse engineer or reproduce any Company systems or proprietary information.

Confidentiality

- 13.1 Both parties shall keep confidential all commercial, financial and technical information disclosed during the Agreement.
- 13.2 Confidential Information shall only be disclosed where required by law or with prior written consent.
- 13.3 These obligations continue for five (5) years after termination.

Data Protection

- 14.1 Both parties shall comply with UK GDPR and the Data Protection Act 2018.
- 14.2 Appropriate technical and organisational security measures shall be maintained.
- 14.3 The Client remains responsible for its own compliance obligations when using supplied Data.

Warranties

- 15.1 The Company shall exercise reasonable skill and care when providing the Services.
- 15.2 Except where expressly stated, no guarantee is given regarding conversion rates, sales performance or campaign results.
- 15.3 Marketing performance depends on numerous external factors beyond the Company's control.

Limitation of Liability

- 16.1 Nothing excludes liability for fraud or death caused by negligence.
- 16.2 Subject to applicable law, the Company's maximum aggregate liability shall not exceed the total fees paid by the Client for the relevant Services during the previous twelve (12) months.
- 16.3 The Company shall not be liable for indirect or consequential losses including:

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Loss of profits

Loss of goodwill

Loss of business

Loss of contracts

Loss of opportunity

Business interruption

Anti-Bribery

Both parties shall comply with the UK Bribery Act 2010 and all applicable anti-corruption legislation.

Anti-Money Laundering

The Client confirms that all payments originate from lawful sources.

The Company reserves the right to perform identity verification and due diligence checks where required by law.

Information Security

The Client shall protect all passwords, API credentials and access tokens supplied by the Company.

The Company reserves the right to suspend access where a security risk exists.

Force Majeure

Neither party shall be liable for delay caused by events beyond reasonable control including:

Natural disasters

Fire

Flood

War

Pandemic

Government restrictions

Cyber attack

Internet failure

Telecommunications failure

Industrial action

Suspension and Termination

The Company may terminate this Agreement immediately where the Client:

Fails to pay invoices;

Breaches these Terms;

4

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Uses the Data unlawfully;

Becomes insolvent;

Engages in fraudulent activity.

Upon termination:

All licences immediately cease.

Outstanding invoices become payable.

The Client shall cease using the Company's Data.

The Client shall securely delete or destroy Company Data where required.

Compliance with Laws

The Client shall comply with all applicable laws, regulations and industry codes.

The Company reserves the right to refuse any campaign that may breach legal or regulatory requirements.

Audit Rights

Where reasonably necessary, the Company may request evidence demonstrating that the Data has been used in accordance with the agreed licence.

Non-Solicitation

Neither party shall knowingly solicit employees of the other party for twelve (12) months following termination of this Agreement.

Assignment

The Client may not assign this Agreement without prior written consent.

The Company may assign this Agreement to any successor or affiliated company.

Notices

All notices shall be in writing and delivered by:

Email

Recorded Delivery

Courier

Hand Delivery

Notices shall be deemed received in accordance with applicable delivery methods.

Entire Agreement

These Terms constitute the entire agreement between the parties and supersede all previous discussions, negotiations and understandings.

Severability

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If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver

Failure to enforce any provision shall not constitute a waiver of that provision or any future right.

Governing Law

This Agreement shall be governed by the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Contact Information

GrowthNest Media Private Limited

United Kingdom Registered Office

128 City Road London EC1V 2NX United Kingdom

Company Registration Number: 17351110

India Registered Office

7/A, A.J.C. Bose Road Kolkata – 700017 West Bengal India

CIN: U82200WB2026PTC288954

Website: www.growthnestmedia.co.uk

Email: info@growthnestmedia.co.uk

Insurance

The Company shall maintain appropriate business insurance policies considered reasonable for the nature of the Services provided, including, where applicable, Professional Indemnity Insurance, Public Liability Insurance and Cyber Liability Insurance.

Nothing contained within this Agreement shall require the Company to maintain insurance beyond commercially reasonable levels.

Upon reasonable written request, the Company may confirm the existence of such insurance without disclosing confidential policy information.

Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter through good faith negotiations between authorised representatives.

If the dispute cannot be resolved within thirty (30) Business Days, either party may propose mediation before commencing court proceedings.

Nothing in this clause shall prevent either party from seeking urgent injunctive or equitable relief through the Courts of England and Wales where necessary to protect its legal rights or confidential information.

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Cookies & Tracking Technologies

Where the Company provides online platforms, websites or Client Portals, cookies and similar tracking technologies may be used to improve functionality, security, authentication, analytics and user experience.

The Client acknowledges that certain cookies are essential for the operation of secure login areas and API authentication.

Any optional analytics or marketing cookies shall be managed in accordance with the Company's Cookie Policy and applicable UK GDPR and PECR requirements.

By accessing the Company's online services, the Client agrees to the use of essential cookies necessary for the provision of those Services.

Electronic Communications

The Client agrees that quotations, invoices, contracts, notices, approvals, purchase confirmations and other communications transmitted electronically shall satisfy any legal requirement that such communications be in writing.

Electronic signatures, digital approvals and email confirmations shall be deemed legally binding to the fullest extent permitted by applicable law.

The Company shall not be liable for delays caused by email filtering, internet outages or technical failures outside its reasonable control.

Acceptable Use Policy

The Client shall use the Company's Services lawfully, responsibly and in accordance with all applicable legislation.

The Client shall not:

use the Services for unlawful, fraudulent or deceptive activities;

transmit malicious software, viruses or harmful code;

interfere with the Company's systems or networks;

attempt to gain unauthorised access to Company infrastructure;

use supplied Data in breach of any applicable legislation or regulatory requirements.

The Company reserves the right to suspend or terminate Services immediately where it reasonably believes that the Client has breached this clause.

API & Client Portal Terms

Where API access, CRM integration or Client Portal access is provided, the Client shall ensure that all usernames, passwords, API keys, authentication tokens and access credentials remain confidential.

The Client shall be responsible for all activity undertaken using its authorised credentials.

The Client shall immediately notify the Company of any suspected unauthorised access, credential compromise or cybersecurity incident affecting its account.

The Company reserves the right to rotate API credentials, suspend access or implement additional authentication measures where necessary to maintain security or service integrity.

Service availability targets are provided on a reasonable endeavours basis and do not constitute a guarantee of uninterrupted operation.

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Routine maintenance may be performed periodically with or without prior notice where necessary to maintain security or operational stability.

Lead Replacement Guarantee

Subject to the agreed campaign specification, the Company shall use commercially reasonable efforts to provide Leads that satisfy the agreed qualification criteria.

Where verified records fail to meet the agreed specification due solely to an error attributable to the Company, replacement Leads may be provided at the Company's discretion.

Replacement requests must:

be submitted within the agreed reporting period;

include sufficient supporting evidence;

relate only to records supplied under the relevant Order.

The Company shall have sole discretion in determining whether replacement criteria have been satisfied.

No guarantee is given regarding sales conversions, appointment rates, policy acceptance, customer engagement or campaign profitability.

Complaints Procedure

Any complaint relating to the Company's Services shall be submitted in writing to the Company as soon as reasonably practicable.

The Company shall acknowledge receipt of the complaint and investigate the matter in accordance with its internal complaints procedure.

Both parties agree to cooperate in good faith to resolve complaints promptly and fairly.

Submission of a complaint shall not entitle the Client to withhold payment of undisputed invoices.

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