

# Terms of Service

Grow Media Group Marketing Ltd. – Acceptance of terms and conditions.

Please read these terms and conditions (the “Terms”) carefully before using the services offered by Grow Media Group (“Grow Media Group”, “we”, “us”, “our”). These Terms set forth the legally binding terms and conditions for your use of the websites, mobile applications, widgets, emails, services and any other software application offered by Grow Media Group(the “Service”).

BY USING GROW MEDIA GROUP SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DISCONTINUE ALL USE OF THE SERVICES IMMEDIATELY.

## **The Service**

Grow Media Group provides digital services, providing e-mail, online, and digital applications and other information services on behalf of businesses, merchants, advertisers, and affiliates of Grow Media Group (“Merchants”) of to registered users (see *Registration and Eligibility* below).

Grow Media Group is not responsible for, errors, omissions, availability or expiration. You are responsible for ensuring proper consideration is present in the ordering, booking, checkout, or payment process.

Terms of agreement are subject to change without notice. In no event shall Grow Media Group be liable, either directly or indirectly, for the legality of any services. The ability of any partners to complete the sale or transaction in accordance with direct, indirect, incidental, special, consequential, or punitive damages arising out of inability to access or use of Grow Media Groups services.

## **Registration and Eligibility**

You are required to register with Grow Media Group (the “Account”) by providing accurate and complete registration information (including, but not limited to an email address, password or Facebook-linked authentication). You shall not create any account for anyone other than yourself without such person’s permission.

Grow Media Group reserves the right to refuse registration of, or cancel a client at its sole discretion.

You represent and warrant that you are an individual, and are of legal age to form a binding contract. You must be at least the legal age of majority in the country and province or state in which you are using the Service to be eligible to use the Service.

Further, the Service is only available to legal residents of Canada and the United States. Use of the Service is prohibited by individuals governed by European Union rules, directives, or regulations regarding cookie notification, data locality, and General Data Protection Regulation 2016/679.

You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Service in any way.

You are solely responsible for ensuring the accuracy of your registration information, and for maintaining an up-to-date version of any Grow Media Group mobile applications. Grow Media Group is not responsible for any loss of business due to any error, downtime or systems malfunctions.

### **Reseller Policy**

Grow Media Group denies the right to re-sell services. Any attempt or action to resell any of Grow Media services or IP will result in immediate termination of partnership.

### **Submissions**

You acknowledge and agree that any materials, including but not limited to comments, suggestions, ideas, or other information, provided by you in the form of email or other submissions to Grow Media Group are non-confidential and shall become the sole property of Grow Media Group.

### **Third-Party Content**

The Service may contain links to web pages and content of third parties ("Third-Party Content") as a service to those interested in this information. Grow Media Group does not monitor, endorse, or adopt, or have any control over, any Third-Party Content. Grow Media Group undertakes no responsibility to update

or review any Third Party Content and can make no guarantee as to its accuracy or completeness.

### **Copyright and Trademarks**

Grow Media is a trademark of Grow Media Group Ltd. All rights in respect of this trademark are hereby expressly reserved. Unless otherwise indicated, all other trademarks appearing on the Service are the property of their respective owners.

### **Privacy**

Grow Media Privacy Policy is a binding and integral part of these Terms.

### **Termination**

Notwithstanding any provision of these Terms, Grow Media Group reserves the right, without notice and in its sole discretion, to terminate your license agreement to use the Service and to block, restrict, and prevent your future access to, and use of, the Service. Additionally, Grow Media Group reserves the right to modify, discontinue, and restrict, temporarily or permanently, all or part of the Service without notice in its sole discretion. Neither Grow Media Group nor its suppliers or licensor's will be liable to any person or to any third party for any modification, discontinuance, or restriction of the Service.

### **Warranty Disclaimer**

You expressly agree that use of the Service is at your sole risk. Neither Grow Media Group, its Merchants, affiliates, nor any of their respective employees, agents, merchants, third-party content providers or licensors, or any of their officers, directors, employees or agents, warrant that use of the Service will be uninterrupted or error free; nor do they make any warranty as to (i) the results that may be obtained from use of the Service, or (ii) the accuracy, reliability or content of any Offers, information or service provided through the Service.

This Service is made accessible on an "as is" and "as available" basis. Grow Media Group hereby disclaims any and all representations, warranties and conditions whether express or implied, including, but not limited to, those of title noninfringement, merchantability, and fitness for a particular purpose.

### **Indemnity**

You agree to defend, indemnify and hold Grow Media Group and its officers, directors, employees, agents and affiliates harmless from any and all third-party claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), arising out of or relating to your use of the Services.

### **Limitation of Liability**

Grow Media Group shall not be liable for property damage, personal injury, loss of profits, interruption of business, or any other special consequential, or incidental damages, based on failure to perform the Services or other breaches of this Agreement, or any other theory of liability. In addition, Grow Media Group shall not be liable for any loss or damages arising out of any use of the Service.

### **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the province of Manitoba, and Canada. For all purposes of these Terms, the parties consent to the exclusive jurisdiction and venue in the Provincial Court of British Columbia. Use of the Service is not authorized in any jurisdiction and that does not give effect to all provisions of these Terms, including without limitation, this section.

### **Severability**

If any part of these Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

### **Modification of Terms**

Grow Media Group reserves the right, at its sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the Service (including without limitation, the availability of any Offers, feature, database, or content) at any time by posting a notice on the Service or by sending you notice through the Service or via email. Grow Media Group may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

### **Contact**

You may contact Grow Media Group at: Grow Media Group. 1-126 Mainstreet North,

This section pertains to Grow Media Group for Business customers and partners.

**Effective date: Sept 12, 2018**

Grow Media Group for Business Terms of Service (the “Agreement”) is a binding agreement between you and Grow Media Group. (“Grow Media Group”) and governs your use of the services made available by Grow Media Group for publishing and managing offers and promotions in Grow Media Groups mobile applications, websites, and other products and platforms (the “Service”).

You hereby agree as follows:

**Content** – Grow Media Group reserves the right to immediately remove any content that is deemed inappropriate.

**Start Date** – The date on which you have access to use and will be billed for the service.

**Monthly Payment** – First payment is charged on the Start Date and every month thereafter until terminated.

**Changes** – Any planned changes to fees will be advised in writing 120 days in advance.

**Termination** – You are responsible for your minimum terms as outlined in offer proposal. We require a 30 day cancelation notice for anything after the initial agreement.

**Non-Payment** – non-payment of fees within the agreed terms will result in suspension from the service and liability for any un paid fees or agreement discrepancy .

**Effective Date:** February 1st, 2020