

Terms of Service

Acorn Leads (LGG Plus Ltd)

1. Definitions and Acceptance

1.1 Definitions

In these Terms, the words below have the following meanings:

"Terms" means these Terms of Service, which form the agreement between Acorn Leads and the Client for the provision of the Services.

"Client, you, your" means the individual or entity that enters into this agreement with Acorn Leads by using the Services, signing up for an account on the Platform, signing a Client Services Agreement, or paying any Fees to Acorn Leads.

"Acorn Leads, we, us, our" means LGG Plus Ltd, the provider of the Services to the Client under these Terms.

"Services" means the lead generation services provided by Acorn Leads, including the generation and delivery of Leads, the operation of the Platform, the Client Landing Page, and any other services described in the Client Services Agreement.

"Platform" means the digital infrastructure operated by Acorn Leads at portal.acornleads.com (and any successor URL) through which Leads are delivered to the Client.

"Client Services Agreement, CSA" means the separate written agreement entered into between Acorn Leads and the Client which sets out the commercial terms of the engagement, including the Monthly Fee, the Initial Term, and the Guaranteed Minimum (where applicable).

"Term" means the duration of the engagement between the Client and Acorn Leads, comprising the Initial Term and any subsequent monthly rolling continuation, until the engagement is terminated in accordance with these Terms or the Client Services Agreement.

"Prospective Customer" means an individual whose contact details have been generated by Acorn Leads' marketing activity and who has not yet been delivered to the Client.

"Lead" means a Prospective Customer whose contact details have been delivered to the Client.

"Qualifying Lead" means a Lead which (a) was generated through advertising or marketing activity carried out by Acorn Leads for the Client as part of a campaign that is run for the Client and no other client of Acorn Leads, (b) whose details were submitted by a third party providing, at a minimum, their name, an email address, and/or a telephone number, and (c) was delivered exclusively to the Client. Only Qualifying Leads count toward the Guaranteed Minimum. See clause 2.6.3.

"Guaranteed Minimum" means the minimum number of Qualifying Leads that Acorn Leads commits to deliver to the Client within ninety (90) days of the Campaign Live Date, as set out in the Client Services Agreement. See clause 2.6.

"Campaign Live Date" means the date on which Acorn Leads notifies the Client, in writing or by phone, that the Client's lead generation campaign is live.

"Initial Term" means the first three (3) months of the engagement, commencing on the start date set out in the Client Services Agreement. The Initial Term is a non-cancellable minimum commitment.

"Active Client" means a Client whose account is in good standing, who has paid all Fees due (where any are due) in full and on time, and who has not given notice to terminate or otherwise suspended its use of the Services.

"Customer" means an end customer of the Client, including any Lead the Client subsequently converts into a paying customer of the Client. For the avoidance of doubt, a Customer is a customer of the Client and not of Acorn Leads.

"Fees" means all amounts payable by the Client to Acorn Leads under the Client Services Agreement and these Terms, including the Monthly Fee, any Setup Fee, and any other charges agreed in writing between the parties.

"Monthly Fee" means the recurring monthly fee specified in the Client Services Agreement.

"Setup Fee" means any one-off fee payable on commencement of the engagement, as specified in the Client Services Agreement, charged to cover the initial account setup and onboarding of the Client.

"Client Landing Page" means the landing page built and maintained by Acorn Leads for the purpose of capturing the details of Prospective Customers on behalf of the Client.

"in writing" means in writing or by electronic communication, including email and any message or notification delivered through the Platform.

1.2 Acceptance

You accept these Terms by doing any of the following: signing a Client Services Agreement with Acorn Leads, signing the Onboarding Agreement, signing up for or logging into an account on the Platform, paying any Fees to Acorn Leads, or otherwise using the Services.

1.3 The Contract

These Terms form a legally binding agreement between you and LGG Plus Ltd (trading as Acorn Leads). They govern the provision of the Services.

1.4 Order of Precedence

Where the Client Services Agreement and these Terms cover the same subject matter, the Client Services Agreement takes precedence. In all other matters these Terms apply in full.

1.5 Authority

If you accept these Terms, the Client Services Agreement, any onboarding agreement, or any other document forming part of the engagement on behalf of an entity, you confirm and personally warrant that you have full authority to bind that entity. The individual accepting any such document and the entity on whose behalf they act are jointly and severally bound by it.

Where different individuals execute different documents forming part of the engagement (for example, where one individual signs the Client Services Agreement and another signs an onboarding agreement, or where a different individual sets up or accesses the Client's account on the Platform), each such individual personally warrants to Acorn Leads that they have authority to bind the Client to the document or action concerned. The Client shall be bound by every such document and action regardless of which authorised representative signed or undertook which document or action, and regardless of any internal allocation of authority within the Client's organisation.

The Client shall not be entitled to dispute the validity, enforceability, or binding effect of these Terms, the Client Services Agreement, any onboarding agreement, or any other document or action forming part of the engagement on the basis that the relevant individual lacked actual authority, provided that the individual concerned was held out by the Client (or reasonably appeared to Acorn Leads) as having authority. Any individual who breaches the personal warranty in this clause 1.5 shall be personally liable to Acorn Leads for any loss Acorn Leads suffers as a result.

1.6 Age and Capacity

You confirm you are at least 18 years of age and have the legal capacity to enter into this agreement.

1.7 Privacy Policy

Acceptance of these Terms is also acceptance of our Privacy Policy and Cookie Policy, both of which may be updated from time to time.

1.8 Headings and Interpretation

Headings are for reference only and do not affect interpretation. References to legislation include any amendments and successor provisions.

1.9 Amendments

Acorn Leads may amend these Terms from time to time. The version of these Terms in force at any given time is the version published at <https://www.acornleads.com/terms-of-service>. Continued use of the Services after publication of an updated version constitutes acceptance of the updated Terms.

2. The Services

2.1 Lead Generation Service

In exchange for the Fees, Acorn Leads will provide the Services to the Client during the Term. Acorn Leads will perform the Services with reasonable skill and care.

2.2 The Platform

Acorn Leads operates the Platform to deliver Leads, provide reporting, and facilitate the engagement. The Client accesses the Platform via a User ID issued by Acorn Leads.

2.3 Lead Generation Methods and Discretion

Acorn Leads shall determine, in its sole discretion, the methods by which it generates Leads for the Client. This may include (without limitation) paid advertising on platforms such as Meta, Google, LinkedIn, Bing, TikTok and other platforms; in-house creative production; content; data analysis; partnerships; and any other lawful method that Acorn Leads considers effective. The Client acknowledges and agrees that:

- Acorn Leads may use any lawful method whatsoever to generate Leads, and is under no obligation to use any particular method, channel, platform, or supplier.
- The allocation of spend across channels, the level of spend on any particular channel, and the choice of suppliers are entirely at Acorn Leads' discretion.
- Acorn Leads may change methods, channels, suppliers and spend allocations at any time, without notice to the Client and without the Client's consent.
- Acorn Leads is not required to disclose channel-level spend, ad-account access, campaign internals, creative assets, or any other operational detail of how Leads are generated.

The Client's sole interest under these Terms is in the delivery of Leads. The means by which those Leads are generated remain Acorn Leads' commercial property and operational decision. Without limiting the foregoing, the Client acknowledges that Acorn Leads may run advertising and marketing activity on Acorn Leads' own social media pages, websites, accounts, and other Acorn Leads-owned properties, rather than on properties owned by the Client, and that all such pages, websites, accounts, and properties remain the property of Acorn Leads.

2.4 Client Landing Page

Acorn Leads will build and maintain a Client Landing Page as part of the Services. Prospective Customers may submit their details via this page or via other lead capture mechanisms determined by Acorn Leads. Once submitted, those details become a Lead and are made available to the Client through the Platform.

2.5 Delivery of Leads and Exclusivity

Leads are delivered to the Client through the Platform in real time or near-real time. The Client is responsible for contacting Leads promptly and for managing all subsequent communications with the Lead.

All Leads delivered to the Client under these Terms are exclusive to the Client. Acorn Leads will not deliver the same Lead to any other party. Exclusivity applies on a per-Lead basis.

Save where (and to the extent that) sector or area exclusivity is expressly set out in the Client Services Agreement, Acorn Leads does not grant the Client any exclusivity over any sector, industry, geography or area. In the absence of any such express written exclusivity, the Client acknowledges and agrees that Acorn Leads may, at its sole discretion, provide the Services to any other client (including any direct or indirect competitor of the Client), in any sector and in any geography, including the same sector and the same

geography as the Client. The fact that Acorn Leads provides Services to another client in the Client's sector or geography shall not constitute a breach of these Terms or the Client Services Agreement and shall not give rise to any claim by the Client. For the avoidance of doubt, this paragraph does not affect the per-Lead exclusivity above: every Lead delivered to the Client is exclusive to that Client and is not delivered to any other party.

2.6 Guaranteed Minimum

This clause sets out Acorn Leads' lead volume commitment to the Client. For the avoidance of doubt, no Guaranteed Minimum applies to the engagement unless a specific number of Qualifying Leads is expressly set out in the Client Services Agreement. Where a Guaranteed Minimum is so specified, the following provisions apply.

2.6.1 The commitment. Where a Guaranteed Minimum is set out in the Client Services Agreement, Acorn Leads commits to deliver at least that number of Qualifying Leads to the Client within ninety (90) days of the Campaign Live Date.

2.6.2 Campaign Live Date. The Campaign Live Date is the date on which Acorn Leads notifies the Client, in writing or by phone, that the Client's lead generation campaign is live. The 90-day period commences on this date. For the avoidance of doubt, time spent by Acorn Leads building the Client Landing Page, preparing creative, or otherwise preparing the campaign for launch does not count toward the 90-day period.

2.6.3 What counts. Only Qualifying Leads count toward the Guaranteed Minimum. A Qualifying Lead is a Lead which (a) was generated through advertising or marketing activity carried out by Acorn Leads for the Client as part of a campaign that is run for the Client and no other client of Acorn Leads, (b) whose details were submitted by a third party providing, at a minimum, their name, an email address, and/or a telephone number, and (c) was delivered exclusively to the Client, via the lead portal. Leads that do not meet these criteria do not count toward, and do not count against, the Guaranteed Minimum. For the purposes of the Guaranteed Minimum and the make-good in clause 2.6.4, this definition of Qualifying Lead is the only definition that applies, and any other definition of "lead," "qualified lead," or similar term in any other document signed by the Client (including any onboarding agreement) does not apply for those purposes. Acting reasonably and in good faith, Acorn Leads' determination as to whether a Lead is a Qualifying Lead shall be conclusive in the absence of manifest error.

2.6.4 Make-good. If the cumulative number of Qualifying Leads delivered to the Client at the end of the 90-day period is below the Guaranteed Minimum, Acorn Leads shall continue to deliver the Services at no additional cost to the Client until the cumulative number of Qualifying Leads delivered to the Client equals the Guaranteed Minimum, subject to the escape valve in clause 2.6.8. During this make-good period, no further Fees of any kind are payable by the Client to Acorn Leads until the Guaranteed Minimum has been met. The Client's sole and exclusive remedy in respect of any failure by Acorn Leads to meet the Guaranteed Minimum within the 90-day period is the make-good provided in this clause 2.6.4 (and, where clause 2.6.8 applies, the termination provided for there).

2.6.5 Conditions of eligibility. The Guaranteed Minimum, and the make-good in clause 2.6.4, are conditional on each of the following: (a) the Client having paid in full, on time, every Fee due during the Initial Term; (b) the Client remaining an Active Client throughout the 90-day period, throughout any subsequent make-good period, and for at least two (2) working days after the end of the 90-day period or the make-good period (as applicable); (c) the Client having complied with its obligations under clause 5 (including, for the avoidance of doubt, clauses 5.6 (Lead Handling), 5.8 (Client-caused Delays) and 5.9 (Communication, Process and Strategic Discretion)); and (d) the Client having provided, on a timely basis, all approvals, content, feedback, brand assets, business information and other inputs reasonably requested by Acorn Leads to deliver the Services. If the Client fails to meet any of these conditions, the Guaranteed Minimum and make-good are void and Acorn Leads has no further obligation under this clause 2.6.

2.6.6 Client conduct during make-good. During any make-good period, the Client shall (a) continue to handle Leads in accordance with clause 5, (b) remain reachable and respond to Acorn Leads' reasonable requests within a reasonable time, and (c) not take any step that frustrates or impedes Acorn Leads' ability to deliver Qualifying Leads. Acorn Leads' obligations under clause 2.6.4 are suspended for any period during which the Client is in breach of this clause 2.6.6.

2.6.7 No other guarantee. Save for the Guaranteed Minimum expressly set out in the Client Services Agreement and the make-good in clause 2.6.4, Acorn Leads gives no guarantee, warranty, or representation as to the number, quality, conversion rate, or commercial value of Leads, and clause 9 of these Terms applies in full. Any guarantee, commitment, target or service-level given by Acorn Leads (whether under this clause 2.6 or otherwise) shall be limited to metrics that are (a) within Acorn Leads' direct operational control, and (b) measurable through the Platform or through data otherwise within Acorn Leads' visibility. For the avoidance of doubt, Acorn Leads does not and will not give any guarantee, commitment or target measured by reference to: the Client's sales process or sales outcomes; whether Leads answer telephone calls or respond to other contact attempts; the Client's conversion rates or revenue; the Client's internal CRM data; or any other metric outside Acorn Leads' direct control or visibility.

2.6.8 Make-good escape valve. If, after using reasonable endeavours during a make-good period for a further ninety (90) days, Acorn Leads reasonably considers in good faith that the Guaranteed Minimum cannot be met (whether due to market saturation, sector decline, geographic limits, the exhaustion of viable advertising approaches, or any other reason), Acorn Leads may terminate its make-good obligation and the engagement on written notice to the Client. On such termination, Acorn Leads shall have no further obligation under clause 2.6.4, no further obligation under the Client Services Agreement, and no liability of any kind to the Client. The Client shall have no claim arising from such termination, whether for damages, refund, fee reduction, or otherwise.

2.7 Unusual Business Circumstances

Acorn Leads' standard Services and Monthly Fee are designed to cover the great majority of service businesses Acorn Leads works with. In the rare case that the Client's business has characteristics that fall outside the normal parameters of the Services (for example, a regulated sector that requires specialist

compliance input, an unusual geography or language requirement, or a service offering that requires bespoke creative or technical work materially beyond the standard scope), Acorn Leads will discuss this with the Client openly. This conversation will normally happen before the engagement begins, but where the relevant circumstances only become apparent during the engagement, Acorn Leads may raise it at that point.

Where this clause applies, Acorn Leads will set out in writing what falls outside the standard scope and what additional fee would apply. The Client shall have at least seven (7) days from the date of that notice to respond in writing. If the Client accepts in writing, the additional work and additional fee become part of the engagement. If the Client declines in writing, the engagement continues on the standard scope without the additional work. If the Client does not respond within the seven-day period, Acorn Leads may, at its sole discretion, either proceed with the engagement on the standard scope or terminate the engagement under clause 6.11. Acorn Leads will not charge any additional fee without the Client's prior written acceptance.

2.8 Facilitation Role

Acorn Leads' role is limited to facilitating the introduction between the Client and the Lead. Any services subsequently provided by the Client to a Lead, or any contract subsequently entered into between the Client and a Lead, are entirely separate and are between the Client and the Lead directly. Acorn Leads is not a party to that relationship and has no responsibility for the Client's performance of any service to any Lead.

Once a Lead has been delivered to the Client, the relationship between the Client and that Lead (including any subsequent Customer relationship, contract, revenue, repeat business, or referral arising from it) belongs entirely to the Client. Acorn Leads has no claim, interest, or right of any kind in any Customer relationship, revenue, contract, or commercial outcome arising from the introduction. Acorn Leads is not entitled to any commission, share of revenue, royalty, or ongoing fee in respect of any business the Client transacts with any Lead or Customer. The Client is free to develop, retain, and grow Customer relationships derived from Leads without any further obligation to Acorn Leads beyond the Fees set out in the Client Services Agreement.

2.9 Permitted Use of Leads

Leads delivered through the Platform are licensed to the Client for the Client's own business use only, namely contacting the Lead and offering the Client's services to the Lead. The Client shall not, without Acorn Leads' prior written consent: (a) resell, sublicense, transfer or assign any Lead or Lead data to any third party; (b) share, disclose or make available any Lead or Lead data to any other lead generation provider, marketing agency, broker or competitor of Acorn Leads; (c) use any Lead or Lead data for any purpose other than the Client's own marketing and sale of the Client's services to that Lead; or (d) aggregate, repackage or commercialise Lead data in any form. On Acorn Leads' reasonable request, the Client shall provide reasonable evidence of its compliance with this clause 2.9. Breach of this clause 2.9 is a material breach. On any such breach, Acorn Leads may terminate the engagement immediately, retain all Fees paid, recover any Fees outstanding (including liquidated damages under clause 6.8), and the Client's entitlement to the Guaranteed Minimum, the make-good in clause 2.6.4, and any other guarantee or commitment is void.

2.10 Platform Account

The Client's User ID is the only means of accessing the Client's account on the Platform. The Client is responsible for the confidentiality of its User ID and for all activity that occurs under it. The Client shall notify Acorn Leads immediately of any unauthorised use of the Client's account or User ID. The Client is responsible for keeping its account information accurate and up to date.

3. Service Quality

3.1 Standard of Service

Acorn Leads will provide the Services with reasonable skill and care.

3.2 Warranty Exclusion

Save for the express warranties and commitments set out in these Terms and in the Client Services Agreement, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded to the fullest extent permitted by law.

3.3 No Guarantee of Conversion or Commercial Outcome

The Client acknowledges that the conversion of any Lead into a paying Customer depends on the Client's sales process, pricing, service offering, responsiveness, professionalism, and many other factors entirely outside Acorn Leads' control. Acorn Leads therefore gives no guarantee, warranty or representation as to:

- the conversion rate of Leads, or the proportion of Leads that go on to become Customers;
- the revenue, profit, return on investment or commercial value the Client will generate from any Lead or from the Services as a whole;
- the speed at which any Lead can be reached, contracted with, or converted;
- the level of intent, interest, urgency, willingness to engage, or readiness to buy of any Lead;
- the qualitative characteristics of any Lead, including (without limitation) credit standing, sophistication, language spoken, demographic characteristics, decision-making authority, or seriousness;
- the suitability of any Lead for the Client's particular service or pricing.

A Lead is, by its nature, a Prospective Customer who has expressed an interest in the Client's service. The Client acknowledges that Leads vary significantly in quality, intent and outcome, and that the Client's failure to convert any Lead, or any group of Leads, into Customers does not entitle the Client to any refund, fee reduction, credit, or other remedy.

3.4 Variability

The Client acknowledges that lead quality and volume may vary across days, weeks and months due to factors outside Acorn Leads' control, including (without limitation) market conditions, consumer behaviour, seasonality, platform algorithm changes, third-party policy changes, and competitor activity. The Client further acknowledges that fluctuation in lead volume and quality is particularly common during the initial

phase of a campaign as Acorn Leads refines and optimises the campaign, and that this is a normal part of the process. Performance of the Services and of the Guaranteed Minimum is to be assessed cumulatively over the full 90-day period and not on a daily, weekly or monthly basis. Short-term variations during the engagement are not grounds for any claim, refund, fee reduction, dispute, or chargeback.

4. Marketing Material and Representations

4.1 Marketing Material

Acorn Leads' general marketing material (including its website, video sales letters, ads, case studies, and any verbal or written communications made before or after the Client signs the Client Services Agreement) is illustrative. Specific figures, results, customer counts, sector counts, return-on-spend figures and similar data points referenced in marketing material describe past performance for Acorn Leads or its other clients and are not warranties or representations that any specific Client will achieve the same or similar results.

4.2 What is binding

Notwithstanding clause 4.1, the following commitments are binding obligations of Acorn Leads:

- the Guaranteed Minimum specified in the Client Services Agreement, and the make-good provided in clause 2.6.4;
- the exclusivity commitment in clause 2.5;
- any other specific commitment expressly set out in the Client Services Agreement or in these Terms.

No other statement, communication, or representation, whether oral or in writing, made by any member of the Acorn Leads team or contained in any Acorn Leads marketing material, shall have any contractual effect or alter these Terms or the Client Services Agreement, save where it is expressly incorporated into the Client Services Agreement in writing and signed by both parties. This clause survives termination or expiry of the Client Services Agreement.

The Client confirms that it has not relied on any statement, representation, assurance, warranty or understanding (whether written, oral or implied) other than those expressly set out in these Terms and the Client Services Agreement, and waives any claim for misrepresentation (other than fraudulent misrepresentation) accordingly. The Client further confirms that no performance metric, case study, customer count, sector count, return-on-spend figure, testimonial, or other illustrative data point referenced in any Acorn Leads marketing material has driven the Client's decision to enter into the engagement, and the Client has not entered into the engagement in reliance on any such item.

5. Client Obligations

5.1 Service Standards and Compliance

The Client shall ensure that all services provided to any Lead are delivered with the level of care, integrity and quality that the Lead reasonably expects. The Client shall comply with all laws, regulations and guidelines applicable to its business and to the services it provides to Leads, including (without limitation)

those relating to data protection, consumer rights, advertising standards, and health and safety. The Client shall maintain these standards throughout the engagement.

5.2 Cooperation and Communication

The Client shall cooperate fully with Acorn Leads and provide accurate, complete and timely information as reasonably required for Acorn Leads to deliver the Services. The Client shall comply with the policies and guidelines applicable to the Platform, as updated from time to time. The Client shall make clear to its Leads and Customers that the Client (and not Acorn Leads) is providing the underlying service to them.

5.3 Client-Provided Materials

The Client shall, when reasonably requested by Acorn Leads, supply materials required for the Services, including (without limitation) customer reviews, testimonials, photographs, video, logos, brand assets, business information, pricing information, and details of the Client's services. Failure to provide such materials promptly is a Client-caused delay under clause 5.8.

The Client warrants and represents that, in respect of every item of material the Client supplies to Acorn Leads: (a) the Client owns the material outright, or holds all licences, permissions, consents and rights necessary to authorise Acorn Leads' use of the material in connection with the Services (including for use on landing pages, in advertising creative, on Acorn Leads' social media pages, websites, accounts, and other Acorn Leads-owned properties, and on third-party advertising platforms); (b) the material does not infringe the intellectual property rights, privacy rights, publicity rights, or any other rights of any third party; (c) the material complies with all applicable laws, regulations, and platform policies (including truthful advertising regulations); and (d) any claim, statement, offer, or representation contained in or made by the material is true, accurate, and not misleading.

The Client shall fully indemnify Acorn Leads against any direct loss and any reasonably foreseeable indirect loss (including reasonable legal costs) arising from any third-party claim relating to material the Client has supplied, including claims of infringement, defamation, false advertising, misleading or deceptive conduct, or breach of any data subject's rights. The Acorn Leads indemnity in clause 9.1 does not apply to any claim arising from material supplied by the Client.

5.4 Legal and Data Compliance

The Client shall comply with all applicable laws and regulations, including (without limitation) the Bribery Act 2010 and equivalent anti-bribery and anti-corruption legislation in any jurisdiction in which the Client operates. Once a Lead has been delivered to the Client, the Client is responsible for handling that Lead's personal data in compliance with the General Data Protection Regulation, the Data Protection Act 2018, the CCPA, the TCPA and any other applicable law, regulation or guideline. The Client is responsible for the lawful basis for processing, for any required notices and consents, and for the security of the Lead's data once delivered. To the extent the Client operates in, or delivers services to individuals located in, the United States, the Client is solely responsible for its own compliance with applicable US data protection and privacy laws, including (without limitation) the California Consumer Privacy Act (CCPA) and the Telephone Consumer Protection Act (TCPA). Acorn Leads makes no representation as to its compliance with US law and assumes no obligation or liability in that regard.

5.5 Client Warranties

The Client warrants and represents to Acorn Leads, on a continuing basis throughout the engagement, that:

- the Client is duly incorporated, registered or otherwise legally constituted, and has full legal authority to enter into and perform this agreement;
- the Client is contracting with Acorn Leads in the course of a business and not as a consumer, irrespective of whether the Client trades through a limited company, partnership, sole tradership, or other vehicle, and the Client waives any right to be treated as a consumer in connection with these Terms or the Client Services Agreement to the fullest extent permitted by law;
- the Client holds all licences, permits, registrations, certifications and insurances required by law to operate its business and to provide the services it offers to Leads and Customers;
- the Client's business is conducted lawfully and in compliance with all applicable laws, regulations and industry codes;
- the information the Client has provided to Acorn Leads about its business, services, geography, target customer, and pricing is accurate, complete and not misleading;
- the Client is not engaged in, and will not use the Services in connection with, any illegal activity, fraud, or deceptive practice;
- the Client is not engaged in, and will not use the Services in connection with, any of the following industries or activities, except where such activity is fully and lawfully licensed in every relevant jurisdiction: adult services; illegal substances; unlicensed financial services; unlicensed health services; unlicensed legal services; or gambling. The Client is also not engaged in, and will not use the Services in connection with, any business that operates in breach of the advertising policies of any platform Acorn Leads elects to use, or any other industry or activity that Acorn Leads reasonably regards as prohibited;
- the Client is not subject to any sanctions, restrictions, or prohibitions under the laws of the United Kingdom, the United States, the European Union, or any other applicable jurisdiction;
- the Client will handle Leads and Customer data in compliance with all applicable data protection, privacy, marketing and consumer-protection laws;
- the Client has not made, and will not make, any false or misleading statement to Acorn Leads in connection with the engagement.

Breach of any warranty in this clause 5.5 is a material breach. On any such breach, Acorn Leads may immediately terminate the engagement, retain all Fees paid, recover any Fees outstanding (including liquidated damages under clause 6.8), and the Client's entitlement to the Guaranteed Minimum, the make-good in clause 2.6.4, and any other guarantee or commitment is void.

5.6 Lead Handling, Follow-up and Status Management

The Client acknowledges that the commercial outcome of the Services depends to a very significant extent on how the Client handles the Leads it receives. The Client shall:

- contact each Lead promptly after delivery, and persistently follow up using all reasonable channels (telephone, email, SMS) until the Lead has been spoken with or has clearly indicated they no longer wish to be contacted;
- handle every Lead with professionalism, courtesy and the same standard of care the Client would apply to a paying Customer;
- use the lead status system within the Platform accurately and in good faith, marking each Lead with the correct status as the Client progresses through follow-up (Acorn Leads provides guidance on correct status usage and the Client shall follow it);
- record accurate, timely and substantive notes on each Lead in the Platform, including the outcome of every contact attempt;
- not mark any Lead as "spam," "fake," "junk" or any equivalent negative status unless the Lead genuinely meets that description; misuse of negative statuses is a breach of these Terms.

The Client expressly acknowledges and agrees that: (a) Lead conversion outcomes depend on the Client's follow-up speed, persistence, professionalism and notes; (b) any failure by the Client to comply with this clause 5.6 may materially affect the apparent quality and conversion of the Leads delivered; and (c) any such failure is a matter for which the Client, and not Acorn Leads, is solely responsible. The Client's dissatisfaction with Lead outcomes shall not constitute a breach by Acorn Leads, nor entitle the Client to any refund, fee reduction, credit or other remedy.

5.7 Reporting and Information Provided

Acorn Leads provides the Client with reporting and Lead details through the Platform. The Platform is the primary record of the Services delivered and contains the information the Client needs to receive, contact and manage Leads. Acorn Leads is not required to provide information beyond what is made available through the Platform, including (without limitation):

- access to advertising accounts, ad managers, business managers, or analytics accounts operated by Acorn Leads;
- raw or source-level advertising data, including impressions, clicks, costs, attribution, audience data, or platform-level performance metrics;
- details of Acorn Leads' campaign structure, targeting, creative assets, copy, suppliers, or other operational elements regarding our methods for generating Leads;
- internal processes, methodologies, or commercial arrangements.

Acorn Leads may, at its discretion, provide additional information from time to time where it considers it useful. The Platform and the Lead details displayed within it are sufficient evidence of the Services provided.

5.8 Client-caused Delays

The Client acknowledges that the Services depend on the Client providing approvals, content, feedback, brand assets, business information, and other inputs in a timely manner. The Client shall complete all onboarding requirements promptly upon being requested to do so by Acorn Leads. Where any delay, omission, or failure by the Client (including, without limitation, delay in completing onboarding, delay in

providing requested materials, delay in approving creative or landing pages, delay in providing feedback, or delay in responding to Acorn Leads' reasonable requests) affects the timeline, performance or delivery of the Services:

- Acorn Leads shall not be responsible or liable for the resulting delay or any consequence of it;
- any time periods specified in these Terms or in the Client Services Agreement (including the 90-day period for the Guaranteed Minimum and the Campaign Live Date) shall be extended by a period equal to the duration of the Client's delay;
- the Client remains liable for all Fees throughout the period of delay; and
- the Client's entitlement to any guarantee or commitment given by Acorn Leads (including the Guaranteed Minimum and the make-good in clause 2.6.4) is unaffected only insofar as the Client subsequently performs its obligations promptly; persistent or repeated delays may, at Acorn Leads' discretion, void any such guarantee or commitment.

The Client acknowledges that any internal approvals, compliance processes, sign-offs, or third-party requirements relating to the Client's business are the Client's responsibility and do not affect the Client's obligations under these Terms or the Client Services Agreement. Any delay, restriction, or requirement imposed by the Client's team, parent company, group company, partners, franchisor, regulator, professional body, insurer, or any other external party will not affect the agreed timelines, the delivery of the Services, the operation of the Guaranteed Minimum, or the Client's payment obligations. Once the Client Services Agreement is signed, the Client remains committed to the full Initial Term regardless of any internal or third-party constraints, irrespective of whether those constraints existed at the time of signing or arose subsequently.

5.9 Communication, Process and Strategic Discretion

The Client agrees to follow Acorn Leads' processes and strategy for the setup, management, and optimisation of its campaign, including engaging with Acorn Leads' team through the designated support channels (and not through sales or other channels) for all campaign-related matters, providing timely feedback, and allowing Acorn Leads to implement and adjust the campaign based on Acorn Leads' experience and performance data. Acorn Leads will consider the Client's input, but all decisions relating to campaign strategy, delivery, and optimisation remain at Acorn Leads' sole discretion to ensure the most effective approach.

5.10 No Comparison to Other Providers

Acorn Leads is not bound by, and is not subject to comparison with, the results, claims, experiences, methodologies, fee structures, or commitments of any other lead generation provider, marketing agency, advertising platform or service that the Client may have used previously or alongside Acorn Leads. The Client's expectations of the Services and of any Leads delivered shall be assessed solely against the express commitments set out in these Terms and the Client Services Agreement, and not against any external benchmark, prior provider, or third-party representation.

5.11 Professional Conduct

The Client agrees to engage with Acorn Leads' team in a reasonable and professional manner at all times. The Client and anyone acting on the Client's behalf shall not engage in behaviour that, judged objectively, falls below the standard of professional courtesy reasonably to be expected in a B2B commercial relationship. Without limiting the foregoing, abusive, aggressive, threatening, harassing, or otherwise unreasonable behaviour from the Client or anyone acting on the Client's behalf, whether directed at Acorn Leads' team, contractors, suppliers, or any third party, will not be tolerated. Excessive, repetitive, or disruptive communication (whether by email, telephone, messaging, or any other channel) is also prohibited.

If the Client breaches this clause 5.11, Acorn Leads may, at its sole discretion and without liability: (a) limit, restrict or refuse further communication with the individuals concerned, including by directing all communication through nominated email addresses; (b) pause or suspend the Services; (c) remove the Client's entitlement to any optional or discretionary support beyond what is strictly required to deliver the Services; and (d) terminate the engagement immediately on written notice, in which case all Fees paid are retained, all outstanding Fees (including liquidated damages under clause 6.8) become immediately due and payable, and the Client's entitlement to any guarantee or commitment (including the Guaranteed Minimum and the make-good in clause 2.6.4) is void.

6. Fees and Payment

6.1 Access Conditional on Payment

The Client's access to the Services and to the Platform is conditional on the payment of Fees in accordance with the Client Services Agreement and these Terms.

6.2 Monthly Billing

Fees are billed monthly in advance. The first Monthly Fee falls due on signing and in accordance with the Client Services Agreement, with subsequent Monthly Fees due on the same date in each subsequent month, unless otherwise specified in the Client Services Agreement.

6.3 Additional Fees

The Client agrees to pay any additional charges that have been agreed in writing between the parties under the Client Services Agreement.

6.4 Non-refundable

All Fees are non-refundable in all circumstances. The Client is not entitled to any refund or credit for partial months of service, for unused portions of the Services, or in the event of cancellation, suspension or termination of the engagement for any reason whatsoever.

The Client acknowledges that its obligation to pay Fees in full and on time is independent of the performance of the Services and of any campaign outcome. Fees are payable irrespective of the lead

volume delivered in any given period, the quality, intent, conversion rate or commercial value of any Lead, the Client's satisfaction with any aspect of the Services, or any other commercial outcome. The Client's sole and exclusive remedy in respect of any failure by Acorn Leads to meet the Guaranteed Minimum is the make-good in clause 2.6.4. Save for that make-good, no failure or perceived failure of performance shall entitle the Client to withhold, reduce, set off, or delay payment of any Fee.

The Client acknowledges and agrees that the no-refund position reflects the commercial reality of how Acorn Leads delivers the Services. In particular: (a) Acorn Leads allocates internal resources, team time, and creative production capacity to each Client at the start of and throughout the engagement; (b) Acorn Leads incurs significant costs upfront, including (without limitation) ad spend on third-party platforms, creative production, landing page build, account setup, and ongoing optimisation; (c) the Services are delivered from the moment campaign preparation begins and thereafter persists on a continuous basis from the Campaign Live Date and the value to the Client accrues as the Services are delivered, not at the end of the engagement; and (d) the make-good in clause 2.6.4 is the sole and exclusive remedy in respect of any failure to meet the Guaranteed Minimum, and is given in lieu of any right to a refund.

6.5 Price Changes

The Monthly Fee agreed in the Client Services Agreement is fixed for the duration of the Initial Term and will not change during that period. After the Initial Term, while the engagement continues on a monthly rolling basis, Acorn Leads may change the Monthly Fee on giving the Client at least thirty (30) days' prior written notice by email to the email address associated with the Client's account. No change to the Monthly Fee shall take effect unless and until that email notice has been given. If the Client does not wish to accept the new Monthly Fee, the Client may cancel the engagement in accordance with clause 6.10 before the new fee takes effect. Continued use of the Services after the new Monthly Fee takes effect constitutes acceptance of it.

6.6 Upgrades and Downgrades

If the Client upgrades to a higher service plan during a Term, the Client agrees to pay the difference between the original plan and the upgraded plan. If the Client downgrades to a lower service plan during a Term, the Client is not entitled to any refund or credit for the difference.

6.7 Storage of Payment Details

By providing payment card or bank account details, the Client authorises Acorn Leads and its third-party payment service providers to store those details and to charge them automatically for any Fees due under the Client Services Agreement and these Terms.

6.8 Late Payment, Disputes and Collection Costs

Fees are due on the dates set out in the Client Services Agreement. If any Fee is not paid in full and on time, Acorn Leads may, immediately and without further notice: (a) suspend or pause the Services and the Client's access to the Platform; (b) cease delivery of any further Leads to the Client; and (c) recover the Fees described in the next paragraph as liquidated damages.

The parties acknowledge that the Monthly Fees for the Initial Term reflect Acorn Leads' significant upfront investment in setting up the Services for the Client (including landing page build, creative production, account setup, ad spend commitments, and team allocation), and that those costs are largely incurred at the start of the engagement irrespective of the duration of the Client's continued use. The parties therefore agree that, in the event of a Client default during the Initial Term, the unpaid Fees for the remainder of the Initial Term represent a genuine pre-estimate of the loss Acorn Leads would suffer, and Acorn Leads shall be entitled to recover those Fees as liquidated damages. Where a missed payment occurs after the Initial Term, Acorn Leads shall be entitled to recover all Fees due up to and including the current monthly billing cycle.

The Client agrees to reimburse Acorn Leads for all reasonable collection costs, legal costs, and interest on overdue amounts. If the Client's payment card or bank account expires, is cancelled, or fails for any reason and the Client does not promptly update its payment details, Acorn Leads may suspend the Client's account and the Services without further notice and without liability.

The Client agrees not to intentionally block, cancel, freeze, replace or otherwise interfere with its payment method, or instruct its bank or card issuer to do so, in order to avoid or delay scheduled payments under the Client Services Agreement. Where Acorn Leads reasonably considers that the Client has done so, Acorn Leads shall be entitled to recover the liquidated damages described above and may take any action it considers appropriate to recover those amounts (including under the Personal Guarantee in clause 6.9).

Any payment dispute must be raised by the Client directly with Acorn Leads first, in writing, to allow a reasonable opportunity for resolution. The Client agrees not to initiate any payment dispute, chargeback, reversal or similar action with any payment processor, card issuer or bank in respect of any Services that have already been delivered or are in progress. Any such action shall constitute a material breach of these Terms.

For the avoidance of doubt, the activation of live campaigns and the delivery of Leads into the Client's account on the Platform constitute full and sufficient evidence that the Services have been provided. A Lead is delivered when Acorn Leads makes the Lead's details available in the Client's account on the Platform, irrespective of whether the Client subsequently logs in to view that Lead. The Platform records all Lead delivery events, together with any Client login activity, Lead views, and portal engagement, and that record constitutes conclusive evidence of delivery. The Client's failure or refusal to log in to the Platform, to view Leads, or to engage with its account does not affect the fact of delivery, does not affect the Client's liability for Fees, and shall not constitute grounds for any payment dispute, chargeback, or reversal. Dissatisfaction with the performance of the Services, with the quality, intent or quantity of Leads, with conversion rates, with return on investment, or with any other commercial outcome does not constitute valid grounds for a payment dispute, chargeback, or reversal.

If, notwithstanding this clause, the Client raises a payment dispute, chargeback, or reversal in respect of any Fee, the Client shall pay Acorn Leads an administration fee of \$250.00 USD per dispute, payable on demand and without prejudice to Acorn Leads' right to recover any unpaid Fees, collection costs, interest, legal costs, or other losses arising from the dispute. Acorn Leads reserves the right to terminate the engagement immediately on notice of any such dispute and to retain all Fees paid up to the date of termination.

6.9 Personal Guarantee

Where the Client is an entity, the individual signing the Client Services Agreement on behalf of that entity hereby personally and unconditionally guarantees the payment of all sums due to Acorn Leads from the Client under the Client Services Agreement and these Terms. This guarantee covers (a) all Fees, (b) any

liquidated damages payable under clause 6.8, (c) any sums payable under the indemnities in clauses 5.3 and 9.1, and (d) all reasonable legal costs, collection costs and interest recoverable by Acorn Leads under these Terms.

This personal guarantee exists for two practical reasons. First, it gives Acorn Leads confidence to invest in the Client's campaign upfront, knowing that the Client's commitment is genuine. Second, it ensures that, if a third party brings a claim against Acorn Leads arising from something the Client has done (for example, a complaint about the Client's services to a Lead, or a regulatory issue with the Client's business), Acorn Leads is not left out of pocket where the Client entity is unable to meet its obligations. In practice, this clause is rarely triggered and never used against a Client acting in good faith. Its purpose is to make sure the engagement is built on a sound footing for both parties.

On written demand by Acorn Leads, the individual guarantor shall pay all sums covered by this guarantee within seven (7) days, in addition to any sums payable by the Client entity. The guarantor's liability under this clause is independent of the Client entity's liability and is not affected by any insolvency, dissolution, or restructuring of the Client entity, or by any variation, extension, or waiver granted by Acorn Leads to the Client entity.

6.10 Initial Term and Cancellation

The Client commits to the Initial Term as a non-cancellable minimum. The Client may not cancel, pause, suspend or reduce the Services during the Initial Term. After the Initial Term, the engagement continues on a monthly rolling basis and may be cancelled by either party on at least two (2) working days' written notice given before the next billing date. Notice of cancellation by the Client must be sent by email to support@acornleads.com from an email address associated with the Client's account on the Platform, or such other email address as the Client has notified to Acorn Leads in writing. Cancellation takes effect at the end of the then-current billing cycle, and the Client remains liable for all Fees due up to that date. If less than two (2) working days' notice is given before the next billing date, the next Monthly Fee will be billed automatically and is non-refundable.

6.11 Cancellation by Acorn Leads

Acorn Leads may terminate the engagement at any time, for any reason or no reason, in its sole discretion, on at least seven (7) days' written notice to the Client. A termination by Acorn Leads under this clause 6.11 is a termination for convenience and not a termination for breach. It shall not constitute a breach of these Terms or the Client Services Agreement, and the Client shall have no claim arising from such termination, whether for damages, refund, fee reduction, loss of bargain, loss of expectation or otherwise, save in respect of Fees properly due up to the date of termination. Acorn Leads may also modify, suspend, or discontinue the Platform or the Services, in whole or in part, at any time, with or without notice and without liability.

6.12 Termination for Insolvency or Material Concern

Either party may terminate the engagement immediately on written notice if the other party: (a) takes any step in connection with entering administration, provisional liquidation, any composition or arrangement with its creditors (other than for solvent restructuring), being wound up, or having a receiver appointed; (b)

suspends or threatens to suspend or cease all or a substantial part of its business; or (c) suffers a deterioration in its financial position such that, in the terminating party's reasonable opinion, its capacity to perform its obligations under these Terms is in jeopardy.

6.13 Conditions of Contractual Commitments

To remain eligible for any guarantee, make-good or other specific contractual commitment given by Acorn Leads under the Client Services Agreement or these Terms (including the Guaranteed Minimum and the make-good in clause 2.6.4), the Client must: (a) have paid in full, on time, every Fee due during the Initial Term; (b) have remained an Active Client throughout the period to which the commitment relates and for at least two (2) working days after the end of the relevant guarantee window or commitment period; and (c) have complied with its obligations under these Terms and the Client Services Agreement. Failure to meet any of these conditions voids any such guarantee or commitment.

If the Client breaches the Client Services Agreement and Acorn Leads nonetheless, at its sole discretion, completes any outstanding contractual commitments, Acorn Leads shall do so without imposing any additional Fees and without further liability of any kind to the Client.

6.14 Suspension of Service for Risk

Acorn Leads may suspend or pause the Services, in whole or in part, at its sole discretion, where Acorn Leads observes Client behaviour that it considers unusual, suspicious, or indicative of an intention to dispute or chargeback Fees, or where there is evidence that the Client is not adequately handling Leads. This clause exists to protect the integrity of the Services and the interests of both parties.

6.15 Billing Information

Billing information may only be provided by the holder of the relevant payment card or bank account. Acorn Leads accepts no liability where the ownership of the payment card or bank account is disputed and will not participate in any such dispute. Acorn Leads will charge the payment method on file automatically. If the Client provides a new or updated payment method, Acorn Leads is authorised to charge that method instead.

7. Intellectual Property

7.1 Ownership

All intellectual property rights (including copyright, design rights, trademarks, and database rights) in any materials, data, creative assets, software, or information provided to the Client by Acorn Leads, and in all content and infrastructure of the Platform, are and shall remain the property of LGG Plus Ltd or its licensors. Nothing in these Terms transfers any such rights to the Client.

7.2 Limited Licence

For so long as the Client remains an Active Client and complies with these Terms, Acorn Leads grants the Client a non-transferable, non-sublicensable, non-exclusive, revocable, limited-purpose right to use Acorn Leads' intellectual property solely for the purpose of receiving and using the Services.

7.3 Client Landing Page on Termination

The Client Landing Page is part of Acorn Leads' intellectual property and is built and operated by Acorn Leads for the sole purpose of supporting the Services. The Client acquires no ownership, licence, or other right in or to the Client Landing Page, including any version of it that has been customised for the Client. On termination or expiry of the engagement for any reason, the Client's right to access, use, or benefit from the Client Landing Page ceases immediately. Acorn Leads may take down, redirect, repurpose or delete the Client Landing Page in its sole discretion, and the Client shall have no claim of any kind in respect of any of the foregoing. The Client is not entitled to a copy of the Client Landing Page, its source code, its underlying assets, or any related materials, on termination or otherwise.

8. Data Protection

8.1 Privacy and Cookie Policies

Acorn Leads' handling of personal data is described in the Privacy Policy and Cookie Policy published on Acorn Leads' website.

8.2 Each Party as Independent Controller

Acorn Leads and the Client each act as independent controllers (and not joint controllers or processor) in respect of the personal data of Prospective Customers and Leads. Acorn Leads is the controller in respect of the personal data it generates and holds prior to delivery of a Lead to the Client. Once a Lead's personal data has been delivered to the Client, the Client is the controller in respect of that data, and is responsible for handling it in compliance with all applicable data protection laws.

8.3 Scope of Data Provided and Subject Access Requests

The Client acknowledges that the data provided to the Client as part of the Services is limited to the contact details and information submitted by Prospective Customers, as displayed in the Platform. Requests by the Client for any additional campaign data, including (without limitation) advertising account data, targeting data, internal performance metrics, or details of Acorn Leads' proprietary systems, fall outside the scope of the Services and of this agreement, and clause 5.7 applies.

Acorn Leads will comply with its obligations under applicable data protection laws, including the General Data Protection Regulation. Any Subject Access Request (SAR) or equivalent request made by a data subject will be handled by Acorn Leads in accordance with its legal obligations and limited to the personal data to which the requester is legally entitled. For the avoidance of doubt, neither a SAR made by a data subject, nor any request made by the Client on behalf of itself, extends to the disclosure of Acorn Leads' internal

processes, campaign data, methodologies, or commercially sensitive information, and Acorn Leads is entitled to redact or withhold such information from any response.

8.4 Lead Data on Termination

On termination or expiry of the engagement for any reason: (a) Acorn Leads will cease delivering any further Leads to the Client; (b) the Client retains the right to continue contacting Leads previously delivered to the Client through the Platform, subject always to the relevant Lead's consent and to the Client's compliance with all applicable data protection, privacy, marketing and consumer-protection laws; (c) the Client's access to the Platform may be reduced or revoked by Acorn Leads in its sole discretion, and Acorn Leads is under no obligation to maintain the Platform, the Client's account, or any historical Lead records on the Platform after termination; and (d) the Client is solely responsible for retaining (in compliance with applicable data protection laws) any Lead data it wishes to keep, and for the lawful use of that data thereafter. Acorn Leads shall have no liability of any kind in respect of the Client's use, retention, or handling of Lead data after termination.

9. Liability

9.1 Indemnification

The Client acknowledges that any failure by the Client to meet its obligations to Leads or Customers may damage Acorn Leads' reputation and business. The Client shall fully indemnify and hold harmless Acorn Leads, its officers, directors, employees and agents from and against any direct loss and any reasonably foreseeable indirect loss, including reasonable legal costs, arising out of or in connection with any breach by the Client of its obligations under clause 5 or any claim, complaint or proceeding (whether actual or threatened) brought against Acorn Leads by any third party (including Leads and Customers) in connection with the Client's business or services.

In respect of any indemnified claim: (a) Acorn Leads shall promptly notify the Client of the claim; (b) the Client shall, at Acorn Leads' option, either conduct the defence of the claim or assist Acorn Leads in conducting that defence, at the Client's cost; (c) the Client shall not settle, admit liability for, or compromise any indemnified claim without Acorn Leads' prior written consent; and (d) Acorn Leads retains the right to participate in the defence of any such claim using counsel of its own choosing, at the Client's cost.

Acorn Leads shall indemnify the Client against any direct loss (including reasonable legal costs) suffered by the Client arising from: (a) any third-party claim that creative material produced by Acorn Leads and used in the Client's campaign infringes that third party's intellectual property rights; or (b) any wilful or grossly negligent breach by Acorn Leads of its confidentiality obligations under clause 10.1. This indemnity is subject to clauses 9.2, 9.3 and 9.4, and is the Client's sole and exclusive remedy in respect of the matters covered by it. The Client shall promptly notify Acorn Leads of any claim covered by this indemnity, shall not settle or compromise any such claim without Acorn Leads' prior written consent, and shall give Acorn Leads the option to conduct the defence of the claim. This indemnity does not apply to the extent the claim arises from the Client's misuse of any creative material, the Client's instructions, or the Client's combination of the creative material with anything not provided by Acorn Leads.

9.2 Limitation of Liability

Subject to clause 9.4, Acorn Leads' total aggregate liability to the Client under or in connection with these Terms and the Client Services Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of (a) the total Fees paid by the Client to Acorn Leads in the twelve (12) months preceding the event giving rise to the claim, and (b) ten thousand pounds sterling (£10,000).

9.3 Exclusions of Liability

Subject to clauses 9.1 (in respect of the Acorn Leads indemnity) and 9.4, Acorn Leads shall not be liable for any of the following, in each case whether such loss is direct or indirect:

- loss of profits, sales, revenue or business;
- loss of or damage to goodwill, reputation, or commercial opportunity;
- liabilities owed by the Client to any third party, including Leads and Customers;
- loss of use, corruption, or value of data or software;
- any other indirect, special or consequential loss.

9.4 Exceptions

Nothing in these Terms limits or excludes any liability that cannot lawfully be limited or excluded, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

9.5 Third-Party Content and Services

Acorn Leads is not responsible or liable for the acts, omissions or failures of any third-party content, service, network, software or hardware provider, including (without limitation) internet service providers, hosting services, telecommunications providers, advertising platforms, or any third-party content. The inclusion of links to or use of any third-party content does not constitute endorsement by Acorn Leads.

9.6 Service Availability and "As Is" Basis

Save for the express commitments in these Terms and the Client Services Agreement (including the Guaranteed Minimum and the make-good in clause 2.6.4), the Platform and the Services are provided on an "as is" and "as available" basis. Acorn Leads does not warrant that the Platform or the Services will be uninterrupted, timely, secure, available 24/7, or error-free, or that defects will be corrected. Without limiting the generality of the foregoing, the Client acknowledges that the Platform may be unavailable from time to time due to scheduled maintenance, unscheduled maintenance, technical failures, third-party outages, or any other reason, and Acorn Leads is not liable for any loss, inconvenience or other consequence of any such unavailability. Acorn Leads may from time to time, in its sole discretion, modify, suspend, or discontinue the Platform or the Services, in whole or in part, with or without notice. The Client is not entitled to any compensation, refund, credit or other relief in respect of any such interruption, suspension, modification, or discontinuation.

10. Confidentiality and Use of Client Information

10.1 Confidentiality

Each party shall keep confidential any information designated as confidential by the other party, or which by its nature ought reasonably to be treated as confidential, and shall not disclose it to any third party except as required by law or by a competent regulatory authority. This obligation does not apply to information that is or becomes publicly available other than through breach of this clause.

10.2 Use of Client Name and Results

The Client grants Acorn Leads a perpetual, non-exclusive, royalty-free right to refer to the Client by name and to refer to the results, performance and outcomes of the Services delivered to the Client, including for use in case studies, marketing material, sales presentations, video sales letters, social media, and similar materials. Acorn Leads will use this right responsibly and will not disclose information that is genuinely commercially sensitive to the Client. The Client may withdraw this right at any time by giving Acorn Leads written notice; the withdrawal will apply to materials produced after the date of notice and Acorn Leads will not be required to remove or alter materials already produced or distributed.

11. General Provisions

11.1 Assignment

These Terms are personal to the Client. The Client shall not assign, transfer, sub-contract or otherwise deal with any of its rights or obligations under these Terms without Acorn Leads' prior written consent. Acorn Leads may assign or transfer its rights and obligations under these Terms to any group company, successor entity, or in connection with a sale of all or substantially all of Acorn Leads' assets or business, in each case without the Client's consent.

11.2 Notices

Any notice required or permitted under these Terms shall be in writing. Notices to Acorn Leads shall be sent by email to support@acornleads.com or by post to Acorn Leads' registered office. Notices to the Client shall be sent by email to the email address associated with the Client's account on the Platform, or to such other email address as the Client has notified to Acorn Leads in writing, or by post to the Client's address set out in the Client Services Agreement or to the Client's registered office. A notice given by email shall be deemed to have been received at the time of sending, provided the sender has not received an automated response indicating non-delivery.

11.3 No Partnership or Agency

Nothing in these Terms creates a partnership or joint venture between the parties, makes either party the agent of the other, or authorises either party to make commitments on behalf of the other. Each party is an independent contractor.

11.4 Severability

If any provision of these Terms is held to be invalid or unenforceable in whole or in part by any competent authority, the validity of the remaining provisions shall not be affected.

11.5 Governing Law and Jurisdiction

These Terms and the Client Services Agreement, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), are governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales. The Client agrees that any claim it may have against Acorn Leads in connection with these Terms must be brought within twelve (12) months of the date on which the cause of action first arose, failing which the claim shall be permanently barred.

11.6 Legal Costs

In any dispute, proceeding, or claim arising out of or in connection with these Terms or the Client Services Agreement (including any action by Acorn Leads to recover unpaid Fees), the party that prevails shall be entitled to recover its reasonable legal costs, court fees, and other costs of enforcement from the other party, in addition to any other remedies available to it.

11.7 Dispute Resolution

Before either party commences any legal proceedings against the other under or in connection with these Terms or the Client Services Agreement, the parties shall attempt in good faith to resolve the dispute through senior-level discussion. The party raising the dispute shall give written notice to the other identifying the dispute and the resolution sought. The parties shall thereafter use reasonable endeavours to resolve the dispute through discussion between senior representatives of each party with authority to settle the dispute, for a period of thirty (30) days from the date of that notice. Neither party shall commence proceedings until that 30-day period has expired. This clause does not prevent either party from (a) seeking interim or emergency relief from any court of competent jurisdiction, or (b) commencing proceedings to recover unpaid Fees.

11.8 Equitable Remedies

Acorn Leads may enforce these Terms by way of equitable remedies (including injunctive relief), without the need to prove monetary loss, in addition to any other remedies available to it.

11.9 Waiver

A failure or delay by Acorn Leads to exercise or enforce any right or remedy under these Terms or under applicable law shall not constitute a waiver of that right or remedy. Any such right or remedy remains available to Acorn Leads.

11.10 Force Majeure

Acorn Leads shall not be liable for any failure to perform, or delay in performing, any of its obligations under these Terms or the Client Services Agreement (including the Guaranteed Minimum and the make-good in clause 2.6.4) where the failure or delay results from any event or circumstance beyond Acorn Leads' reasonable control. Such events include (without limitation): acts of God; natural disasters; pandemics or epidemics; war, terrorism or civil unrest; government action, regulatory change, or sanctions; changes to the policies, terms, fees, algorithms or availability of any third-party advertising platform (including Meta, Google, LinkedIn, Bing, TikTok and any successor or alternative platform); the suspension, restriction or termination by any third-party platform of Acorn Leads' or the Client's ad accounts, pages, pixels or assets; internet, telecommunications, payment processor or hosting outages; cyber-attacks; industrial action; and any failure of any third-party supplier on which Acorn Leads depends.

Where a force majeure event materially affects Acorn Leads' ability to deliver the Services or to meet the Guaranteed Minimum, Acorn Leads shall promptly notify the Client and the parties shall in good faith discuss how the engagement should proceed. Acorn Leads shall use reasonable endeavours to mitigate the effect of any force majeure event and to resume performance as soon as reasonably practicable. Time periods (including the 90-day Guaranteed Minimum period) shall be extended by a period equal to the duration of the force majeure event. If the force majeure event continues for more than sixty (60) days, Acorn Leads may terminate the engagement on written notice and Acorn Leads shall have no further obligation under these Terms or the Client Services Agreement, except in respect of Fees properly due up to the date of termination. The Client shall have no claim arising from any termination under this clause.

11.11 Survival

Termination or expiry of the engagement shall not affect any rights or obligations of the parties accrued before the date of termination or expiry. The following clauses shall survive termination or expiry: clauses 2.5 (Delivery of Leads and Exclusivity), 2.8 (Facilitation Role), 2.9 (Permitted Use of Leads) and 2.10 (Platform Account); clause 4 (Marketing and Representations); clauses 5.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.9, 5.10 and 5.11, to the extent of obligations or breaches occurring before termination; clause 6 (Fees and Payment), in respect of any Fees outstanding or otherwise accrued; clause 7 (Intellectual Property), including clause 7.3 (Client Landing Page on Termination); clause 8 (Data Protection), including clause 8.4 (Lead Data on Termination); clause 9 (Liability); clause 10 (Confidentiality and Use of Client Information); clause 11 (General Provisions); and any other clause that by its nature is intended to survive termination.

11.12 Entire Agreement

These Terms, together with the Client Services Agreement and the Privacy Policy, constitute the entire agreement between the parties in respect of the Services and supersede all prior or contemporaneous agreements, representations or discussions, whether oral or in writing. The Client acknowledges that, in entering into these Terms and the Client Services Agreement, it has not relied on any statement, representation, warranty or other inducement (whether innocently or negligently made) other than those expressly set out in these Terms or the Client Services Agreement. These Terms may not be varied except in writing signed by Acorn Leads.

11.13 Third-Party Rights

A person who is not a party to these Terms or the Client Services Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms, save that Acorn Leads' officers, directors, employees and agents may enforce any term that is expressed to be for their benefit (including under clause 9.1).

Contacting Acorn Leads

You may contact Acorn Leads by email at support@acornleads.com, or by post at LGG Plus Ltd, 3rd Floor, 86-90 Paul Street, London, United Kingdom, EC2A 4NE.