

# Terms of Service

LGG Trading Limited

## **Introduction**

These Terms of Service (“Terms” or “Agreement”) are a contract between you (the Customer) and us (“PPC Leads” or “we”). They describe the services provided when you sign up for an account with us, define aspects of our business relationship, and set forth the terms and conditions that apply to your access to and use of the websites, products, and services owned and operated by LGG Trading Limited. Using our Subscription Services or creating an account on our portal (app.ppcleads.com) indicates agreement with, and acceptance of, these Terms.

This is a legal contract, so if you are entering into this agreement on behalf of a company, government agency, organization, or other legal entity, you represent that you have the authority to bind such entity to these Terms. (In this case, “you” and “your” would then refer to the entity.)

We will not knowingly accept this Agreement from anyone under the age of eighteen (18) years, or who lacks the capacity to understand these Terms. Neither will we knowingly collect their Personal Data or Information, as defined below.

When you accept this Agreement, you are also agreeing to our Privacy Policy, which form part of these Terms. These Terms and the Privacy Policy may be amended at any time, with or without notice or notification, so we recommend periodically reviewing them, as continued use of the Site and/or Services indicates acceptance of the latest version of each. We also suggest printing or saving a local copy of these Terms, and the Privacy Policy for your records.

We may also get the client to sign a separate agreement which is called our Client Services Agreement should we need to detail a commitment by either parties that is not documented or agreed in this Terms of Service. It is important to note that if there happened to be any contradicting Terms between the two agreements, this Terms of Service would take precedence over that document.

## **General Terms**

**Account:** An Account is created when an individual, company, or other entity, or any representative of such, signs up to the PPC Leads Portal platform with a username and password. Accounts are all paid Subscriptions.

**Account Owner:** The person, company, corporation, organization, or other entity whose name appears on the payment method that pays for the PPC Leads Subscription.

**Add-On:** Services that you have the option of adding to your Account based on Subscription level, which may or may not include an additional fee.

**Aggregated Data:** Data that does not contain Personal Data and which has been manipulated or combined to provide generalized, anonymous information.

**Agreement:** These Terms of Service and any materials, contracts, conditions, or other documents referenced or linked to herein, without limitation.

**Cancellation/Account Pause:** Removing subscription fees and paid features from an Account.

**Claims:** An assertion of entitlement to monetary, proprietary, or other judicially-enforceable redress.

**Commercial Electronic Messages:** Emails containing newsletters, blogs, and other marketing materials.

**Confidential Information:** Any information marked confidential, identified as confidential at the time of disclosure, or that ought reasonably to be considered confidential, whether received in writing, visually, electronically, or orally.

**Content:** Includes but is not limited to text, images, logos, documents, forms, and other formats and intellectual property that are either open-source or owned by or licensed to you, and that you have added to your landing page.

**Customer:** Any person, organization, or other entity that has signed up for an Account, at any level.

**Customer Goods:** Products or services owned and sold by our Customers.

**Feedback:** Comments received orally, in writing, or electronically, from current, past, or potential Customers. Feedback may include (but is not limited to) ideas, suggestions, concepts, processes, techniques, questions, answers, codes/scripts, and other comments related to our

Services, the Site, features, customers, Customer Support, documentation, our business, affiliates, partners, licensors, or employees.

**Hosted Site:** Any landing page hosted by us for you as part of the Services.

**Inactive User:** A PPC Leads Account owner, who has not currently got an active subscription.

**Indemnified Parties:** PPC Leads, its subsidiaries, affiliates, co-branders, licensors, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees, and representatives.

**Licensors:** Any company, individual, or other entity from which PPC Leads has licensed the use of its hardware, software, services, or other products and intellectual property.

**Materials:** Anything provided by or through PPC Leads, its affiliates, subsidiaries, employees, agents, licensors, or other commercial partners including, but not limited to, software, informational text, documentation, design of and “look and feel,” layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof.

**Monitor/Monitoring:** Oversight into Customer behavior (including but not limited to how the Site and Services are being used and the Content added to Accounts), examination of traffic to specific pages, the functioning of the Site and Services, and other investigatory processes as needed, whether conducted via software/electronically or by PPC Leads employees.

**Portal:** PPC Leads’s lead management portal, where your landing pages leads are shown.

**Personal Information/Personal Data:** Information about an identifiable individual, as defined in General Data Protection Regulation (GDPR) Article 4.

**Profile/Profile Information:** All information in the “Your Profile” section of the application, including, but not limited to, full name, email address, password, profile picture, newsletter features, and subscription level.

**Providing Services:** Access to and support for the PPC Leads platform, including the Lead Management Portal and other features available.

**Sensitive Information:** Credit or debit card numbers; personal financial information; Social Security/Social Insurance Numbers; passport numbers; driver’s license numbers or similar identifiers; racial or ethnic origin; religious affiliation; sexual orientation; physical or mental health condition or information; biometric information; political affiliation; membership in a

union; or other employment, financial or health information, including any information subject to regulations, laws, or industry standards designed to protect data privacy and security.

**Services:** The PPC Leads platform/application, landing page(s) and all other plan features specified.

**Site:** The PPC Leads website (www.ppcleads.com), trustedservicesdirect.com, and all subdomains and subdirectories therein.

**Subscription:** A Subscription to PPC Leads encompasses access to paid features.

**Subscription Period:** The period of a Month between billings.

**Third Party:** Any organization or person, other than you or PPC Leads. This includes, but is not limited to: CRM/CMS systems, email marketing software, billing and shopping cart/check-out platforms, PPC conversion tracking codes, analytics and other tracking software, non-PPC Leads forms, file hosting/sharing platforms, and any organization or person with which you or PPC Leads conducts business or integrates.

**User ID:** Your PPC Leads username and password, which may include the email address under which your Account was created.

**Your Customers:** The visitors who access your PPC Leads landing page(s) and may or may not purchase your products or services or complete your conversion goal. This agreement does not apply to, or bind, any Third Party.

### **Your Profile Information and Account**

Your User ID is the only way to log in and access your Account. You understand and agree that you are responsible for maintaining the confidentiality of your User ID. You agree to provide true, accurate, current, and complete information about yourself, or the entity you represent, and you agree not to misrepresent your Profile Information. PPC Leads is not responsible for any Profile Information that may be lost or irrecoverable through the use of the Site or Services.

For as long as you remain the Account Owner and in compliance with this Agreement, you have the right to access and use the Services. This right is non-transferable, and you agree not to disclose your User ID to any Third Party. You are solely responsible for all activities that occur within your Account. If you become aware of any unauthorized use of your Account or Profile Information, you are responsible for notifying PPC Leads immediately. It is your responsibility to update or change any Account or Profile Information, as needed or desired.

Billing information may only be changed by the Account Owner. PPC Leads disclaims all liability where Account ownership is disputed, and will not participate or play any role in such disputes. PPC Leads will automatically charge the card on file; should the billing information be changed, the new credit card will be charged. If an updated card is under a different name, the owner of the updated card becomes the Account Owner. PPC Leads will not change your billing information for you, under any circumstances, and will not be held responsible if an unauthorized party accesses your Account or changes your billing details. PPC Leads does not see or store full card numbers at any time.

### **Fees and Renewals**

You agree to pay all Subscription fees, including but not limited to: fees based on Add-Ons, and additional services in your Account and all sub-accounts. Unless otherwise specified in a Subscription, such fees will be billed in advance for each month and are non-refundable. You agree that you will not be refunded or credited for partial months of service, or for periods in which your Account remains open but you do not use the Services.

We reserve the right to modify our billing rates (plans) at any time upon thirty (30) days written notice by posting these fee changes to the Site or by notifying you via email. Should you continue to use the Services after these changes go into effect, you will be responsible for paying the new Subscription/billing rate.

By entering a card number, you agree that PPC Leads, and our Third Party service providers, may store your payment card information. You expressly authorize us to charge you, where applicable: (i) Subscription Fees, to be billed during a Subscription Period (ii) other fees for Services purchased, including, but not limited to, Add-Ons (iii) taxes connected with your use of the Services.

You agree to reimburse us, where applicable, for all collection costs and interest for any overdue amounts. If the payment card you provide expires and you do not update your payment card information or cancel your Subscription, you authorize us to suspend your Account until your billing details have been updated. After an Account suspension, you agree that we may re-attempt payment processing upon receiving updated billing details. If any form of dispute is created over a payment, you agree that an additional administration fee of £150.00 GBP is due and payable with immediate effect. This is due to the staffing costs associated with this and would be in addition to all collection costs, interest and any overdue amounts.

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

### **Term and Renewal**

Your paid Subscription is valid for a monthly Subscription Period.

All subscriptions to our service are started on an obligation to stay with us for at least three months. Thereafter, our service enters a monthly rolling agreement.

If you upgrade to a higher-level Subscription during the Subscription Period, you will have immediate access to those higher level features. You agree to pay PPC Leads the difference between your original Subscription fee and the cost of the upgrade.

If you downgrade to a lower-level Subscription during the Subscription Period, you will not receive any form of credit or refund to your Account.

Changes to Subscriptions will be reflected in your next invoice.

Your Subscription will automatically renew for an additional Subscription Period unless you cancel (see "Cancellation and Termination" below).

### **Cancellation and Termination**

You may cancel your monthly Subscription at any time after the initial contract term (three months), either from within your Account or by sending an email to support@ppcleads.com,, from the email address affiliated with your Account. Should you contact Customer Support to request assistance with Subscription Cancellation or account deletion, PPC Leads reserves the right to verify your identity.

Cancellations must be completed at least two (2) working days prior to the end of your then-current Subscription Period; otherwise, billing for the next month will be processed automatically. Cancellations performed after billing are not entitled to refunds, in whole or in part.

You are responsible for all charges accrued on your Account up to the time of Cancellation, including all fees within the Subscription Period in which you cancel. Upon Subscription Cancellation, you are placed on a Free Account, which PPC Leads may delete within twelve (12) months of the date of Cancellation, Account deletion permanently removes everything, as well as your email address and other Personal Data. PPC Leads is not responsible for any Content lost as a result of Account deletion. We reserve the right to change our data storage and processing capabilities and procedures at any time, without notice or liability, subject to applicable laws.

PPC Leads reserves the right to terminate this Agreement at any time, for any reason, and at our sole discretion, without liability. A reason for such termination may be, but is not limited to, failure to comply with these Terms. PPC Leads reserves the right to modify, suspend, or discontinue the Site and/or Services, or any portion thereof, at any time and for any reason, with or without notice.

### **Acceptable Use and Conduct**

PPC Leads, and our hosting and data storage provider, place certain limitations on what can be advertised, promoted, and depicted on pages built in, uploaded to, or hosted by PPC Leads.

### **Intellectual Property Rights**

This section applies to Material and to Feedback, as defined above, and not to Customer leads.

We value Customer, user, and potential Customer/user Feedback and take it very seriously, and we may, from time to time, solicit Feedback. All Feedback is PPC Leads exclusive property, and no provider of Feedback has a claim to any form of compensation, monetary or otherwise, in exchange for providing it.

We may, in our sole discretion, use, share, or incorporate Feedback in whatever form or derivative we may decide into the Site, our software, Services, documentation, business or other products, without limitation. We retain all rights to such Feedback on a worldwide basis in perpetuity.

All PPC Leads Material, as defined in the General Terms, is owned by us or our licensors or service providers, and is protected by copyright, trademark, trade secret, and other intellectual property laws.

For as long as you adhere to this Agreement and maintain a valid Account, PPC Leads grants you a non-transferable, non-sublicensable, non-exclusive, revocable, limited purpose right to access and use the Materials.

### **Submission of Content**

You are able to add and upload Content in order to manage your account in our portal or to assist us in our ability to provide our services. You agree that you are solely responsible for all Content you submit, provide, or upload, including any legal or other consequences for submitting, providing, or uploading it.

You grant PPC Leads a non-exclusive license to use the Content you upload in order to provide the Services to you, including, but not limited to, troubleshooting and publishing your pages.

You further agree that PPC Leads may modify, add, and delete any Content added to the Services without liability, and at our sole discretion.

You represent to PPC Leads that you own any Content you upload, submit, or otherwise add to your Account, or that you have obtained any necessary licenses, rights, consents, and permissions to such Content and activity. As such, you agree that none of the aforementioned Content will in any way violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person, business, organization, or entity.

You agree that PPC Leads is not responsible for any violations of Third Party intellectual property rights in any Content that you submit, upload, or otherwise add to our systems. You further agree to pay all royalties, fees, and any other monies owed relating to the use of such Content.

PPC Leads may request access to your Content to use for marketing purposes. You are under no obligation to grant this request, and we will not use your Content in any marketing materials without your prior written permission.

### **Monitoring**



You agree that we may Monitor the Site and Services, including without limitation, any pages created using our Services. We may, where reasonable or necessary, disclose information to satisfy our legal obligations, protect PPC Leads or its Customers, or operate or improve the Site or Services.

We reserve the right to Monitor the security and preserve the integrity of our Site, resources, data, Materials, customer content, and intellectual property (yours, ours, and Third Parties'). By using the Services, you agree that we may, with or without prior notice or notification, for any reason, and at our sole discretion, immediately suspend your access to the Services or Site, remove and/or request that you remove Content, and/or terminate this Agreement. Suspension of use and access is not a breach of this Agreement by PPC Leads, and your Account/Content/pages may be reinstated when the threat or risk has been remedied, at our sole discretion. PPC Leads disclaims all liability for suspending the Site or Services, removing or requesting the removal of Content, or terminating this Agreement, and you have no claim to any form of compensation or damages arising from such action.

### **Aggregate Data**

You agree that PPC Leads may gather and use anonymous, Aggregate Data, based on you, your visitors', and Your Customers' use of the Site or Services. This data will not incorporate any Personal Information.

Where you choose to use or connect Third Party services with your Account, you agree that PPC Leads may share your lead data with these designated Third Parties, without liability. You are fully responsible for the Personal Data you choose to collect, store, and share, and you agree to abide by all applicable laws within your jurisdiction.

PPC Leads does not sell the lead data to Third Parties.

### **Commercial Platform**

You have the option of using PPC Leads as a commercial platform, including, but not limited to, incorporating links to purchasing pages and embedding Third Party payment processing tools. PPC Leads does not offer payment processing tools as part of the Services, and will not perform payment processing for Your Customers on your behalf. These transactions are entirely between you, Your Customers, and any other applicable Third Party, and we are not in any way liable or responsible for them.

Third Party payment services that you choose to link to, embed, or otherwise incorporate into your Account are governed solely by the Third Party's terms of use and privacy policies. We are

not responsible for actions taken by any Third Party service provider, or for changes to their terms or policies.

When using PPC Leads to offer or sell products or services, you agree to comply with the following:

(a) You may not offer or sell illegal or potentially illegal Customer Goods, including, but not limited to, those that are counterfeited, stolen, or fraudulent. Customer Goods offered or sold using the Site and/or Services must comply with all applicable laws, including, without limitation, export control laws.

(b) You may not offer or sell any Customer Goods that violate our Terms. This includes, but is not limited to, products that promote something with a negative effect to the general public, are obscene or defamatory, or that violate privacy rights or intellectual property law.

(c) You may not use the images or names of any Third Party (including notable personalities or celebrities) when offering or selling Customer Goods without first obtaining that Third Party's permission.

PPC Leads may remove, or request that you remove, any Content that violate this section.

### **Collection of Personal Information**

If you use the Services to collect, store, use, or disclose Sensitive or Personal Information about identifiable individuals, you agree only to do so in accordance with applicable law. You agree to take all measures to protect the privacy and legal rights of individuals whose information you collect, and to provide them with a legally sufficient privacy notice or policy. If you are provided with Sensitive or Personal Information, you are responsible for ensuring that it is being disclosed that this Information is being collected and clearly explain the reason for its collection and how the Information will be used. If you store Personal or Sensitive Information, you must do so securely, and in accordance with applicable law.

YOU AGREE TO INDEMNIFY PPC LEADS AND HOLD US HARMLESS FOR ANY FAILURE TO COMPLY WITH THE FOREGOING, OR FOR ANY CLAIM MADE AGAINST PPC LEADS BY ANY THIRD PARTY RELATED TO YOUR USE OF THE SERVICES TO COLLECT, STORE, OR USE PERSONAL OR SENSITIVE INFORMATION.

### **Confidential Information**

You agree not to disclose verbally, electronically, in writing, or in any other manner any Confidential Information that you have acquired or learned during the term of this Agreement or following the expiration or termination of this Agreement.

### **Third Party Sites and Content**

You are responsible for knowing and adhering to your jurisdictional anti-spam laws. In jurisdictions where consent is required before sending email or electronic transactions to email accounts, you are responsible for ensuring that the appropriate consent has been obtained.

Certain features of the Site or Services, when activated, may require that PPC Leads send an email to you, Your Customers, or any other Third Party on your behalf. Because you must enable or engage these features in order to use them, you are responsible for any communications that follow. You agree that PPC Leads remains a disinterested third party to any such electronic communication completed using the Site and/or Services. You hereby agree to indemnify us and hold us harmless for any failure to have or obtain all necessary consents regarding the receipt of electronic communications, email, or commercial electronic messages.

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

You agree that PPC Leads is not responsible or liable for any alleged or real damages or losses incurred through the use of Third Party content, goods, or services. Your use of Third Party content is solely at your own risk.

### **Disclaimer, Exclusion, and Limitation of Liability**

PPC LEADS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, OR ACCURACY OF THE SITE, SERVICES, OR DATA MADE AVAILABLE FROM THE SERVICES. YOUR USE OF THE SITE OR SERVICES, AND ALL CONTENT, MATERIAL, AND THIRD PARTY SOFTWARE AND CONTENT ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

PPC LEADS DISCLAIMS ANY WARRANTY THAT THE SITE, THE SERVICES, OR ANY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME PPC LEADS MAY

REMOVE THE SITE OR CEASE PROVIDING THE SERVICES FOR INDEFINITE PERIODS OF TIME WITHOUT PRIOR NOTICE OR NOTIFICATION. YOUR ACCESS TO AND USE OF THE SITE AND SERVICES MAY BE INTERRUPTED OR SUSPENDED FROM TIME TO TIME FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, EQUIPMENT MALFUNCTIONS, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR SERVICES, OR OTHER ACTIONS THAT PPC LEADS, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ENTITLED TO DAMAGES OR ANY OTHER FORM OF COMPENSATION OR RELIEF WHEN OUTAGES, DELAYS, DOWNTIME, MALFUNCTIONS, SECURITY OR SYSTEM BREACHES, OR OTHER INTERRUPTIONS OF SERVICE OCCUR.

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

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

PPC LEADS IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, OR FAILURES OF ANY THIRD-PARTY CONTENT, SERVICE, NETWORK, OR SOFTWARE OR HARDWARE PROVIDER, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES USED BY PPC LEADS, TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY PPC LEADS.

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

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

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

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

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

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

#### **Indemnification**

You agree to indemnify, defend, and hold harmless the Indemnified Parties, from and against any Third Party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) (collectively and individually, "Claims") incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to this Agreement, the Site or the Services, including but without limitation in relation to: (a) your use, non-use or misuse of, or connection to the Site, the Services, Consumer Goods and any Content, including without limitation your Profile Information and any third party Content forming part of the Site; (b) your violation or alleged violation of this Agreement; and (c) your violation of any rights, including intellectual property rights, of a third party and otherwise as set out herein. PPC Leads reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify PPC Leads and you agree to cooperate with PPC Leads defense of these Claims. You agree not to settle any matter without the prior written consent of PPC Leads. PPC Leads will use reasonable efforts to notify you of any such Claims upon becoming aware of it.

#### **Dispute Resolution**

In any dispute between you and PPC Leads relating to this Agreement, the Site, or the Services, you agree that the dispute shall be governed exclusively by the laws of the England and Wales, without regard to its conflict of law provisions.

You agree that PPC Leads may enforce this Agreement through injunctive relief and other equitable remedies, without proof of monetary damages.

You agree that you will not bring a claim under or relating to this Agreement more than twelve (12) months from when your claim first arose.

**Severability**

If any portion of this Agreement is deemed unlawful, void, or unenforceable by any arbitrator or court of competent jurisdiction, such decision will not invalidate the Agreement as a whole. Only that portion that is unlawful, void, or unenforceable will be stricken from this Agreement.

**Waiver of Rights**

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

**Miscellaneous**

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

**Contacting PPC Leads**

You may contact PPC Leads by email at [support@ppcleads.com](mailto:support@ppcleads.com), or by mail at LGG Trading Limited, Ashcombe Court, Woolsack Way, Godalming, Surrey, United Kingdom, GU7 1LQ