



Growthspace
Terms of Service
Version Eff: 1 October 16, 2024

These Terms of Service (“**Terms**”) are entered into between HRIZONS EX LLC (“**HRIZONS EX**”), unless otherwise specified in an executed Order Form, and the customer accepting these Terms (“**Customer**”) as of the date of Customer’s execution of an Order Form (“**Effective Date**”). These Terms, together with any Order Form referencing these Terms or any other written agreement (including via email) (together, the “**Agreement**”), sets forth the exclusive terms under which Customer may use the Growthspace Limited (“**Growthspace**”) platform (“**Platform**”) and the services thereon.

1. **Services.** During the Term and subject to the terms hereof, Customer may access the Platform through which Customer will receive certain analytics information and Customer’s authorized employees or consultants (collectively “**Participants**”) can be matched with qualified experts, coaches, mentors, lecturers, or consultants (“**Experts**”) to receive coaching sessions, lectures or workshops (“**Sessions**”) and related services, as set out in the Order Form or the Team Program, as applicable (“**Services**”).
2. **Employee Registration & Internal Experts.** Participants may register through a link sent by Customer OR may be registered by HRIZONS EX on behalf of Customer based on information provided by Customer. Customer will inform Participants on all Customer policies and practices relevant to their use of Services. Customer represents it has provided all notices and obtained all necessary consents required under applicable law to provide Participants’ (and where applicable, Internal Experts’) personal data to HRIZONS EX and Growthspace and to ensure the processing of such data by HRIZONS EX in a manner consistent with this Agreement is lawful. Customer may onboard its own experts via the Platform (“**Internal Experts**”). Internal Experts will not be considered as Experts under this Agreement. Customer shall remain solely responsible and liable for Internal Experts and their provision of services.
3. **Personal Data.** Growthspace’s Platform and Service privacy policy is available [here](#). In the processing of any Personal Data Customer shall be considered a data controller and HRIZONS EX a data processor. HRIZONS EX will act only on Customer’s instructions in relation to the collection, use, disclosure and processing of any Participant’s Personal Data, but in all instances in accordance with all applicable laws, rules and regulations. If required, the parties shall execute a data processor agreement between HRIZONS EX and Customer with regard to the processing of such Personal Data. “Personal Data” means, as applicable, “personal data” as defined under the General Data Protection Regulation, “personal information” as defined under California Consumer Privacy Act, or any other personal data or personal information protected by laws and processed by the Platform or pursuant to the Services.
4. **Credit Usage and Cancellation Policy.** Credit (as defined in the Order Form or within the Platform, as applicable) use is based on scheduled Sessions regardless of Participant’s participation, unless Participant provides written notice of cancellation to the Expert at least (i) 24 hours in advance for one-on-one Sessions, and (ii) three days in advance for group Sessions. If a Participant requests to switch from an assigned Expert, Sessions conducted with the initially assigned Expert will count towards Credit use. Credit associated with a specific Participant is non-transferable to another Participant. All Credits purchased expire at the end of each applicable subscription period and cannot transfer to the following renewal period, unless explicitly stated otherwise in the Order Form.
5. **Representations and Warranties.** Each party represents it is duly organized under applicable law and has authority to enter into, execute and perform this Agreement (including all Order Forms, if any) without conflict with any contractual obligations it has to any third party or legal requirements. Customer further represents it shall use the Platform and Services in compliance with this Agreement and applicable law.

6. **Restrictions.** Customer shall not and shall not allow any third party to (a) data mine or reverse-engineer any software underlying the Platform; or (b) copy, modify, distribute, display, sublicense, create derivative works of, or use the Platform, Services, or content thereon in any manner not permitted herein.
7. **Intellectual Property.** Growthspace or its licensors own all rights in the Platform, Services, and materials thereon, and all trademarks and logos therein, and other intellectual property thereon, including all intellectual property rights in any of the foregoing and in any modifications or updates thereto. Customer has no rights to the Platform or Services other than as expressly provided herein. HRIZONS EX and Growthspace may use feedback provided by Customer (including by Participants) without restriction or obligation to Customer. Customer's Confidential Information (defined below) shall remain the sole property of Customer.
8. **Third Party Software.** Customer acknowledges and agrees that the access and use of the Platform (or certain features thereof) may contain certain third party software components, which are subject to, the specific terms of use or licenses of such third party software ("Third Party Software"). In addition to the Agreement, Customer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions: [Terms of Use | Microsoft Learn](#). For the avoidance of doubt, HRIZONS EX shall not have any kind of liability with respect to the Third Party Software.
9. **Confidential Information.** Each party may have access to certain non-public or proprietary information of the other party (whether or not marked, designated, or otherwise identified as "confidential") ("**Confidential Information**"). Neither party may use or disclose Confidential Information except as needed to provide or receive Services or to further the parties' relationship. Each party shall treat the other party's Confidential Information with at least a reasonable degree of care. Confidential Information may be disclosed to employees, consultants or representatives who have a need to know in order to fulfill obligations hereunder, provided they are bound by confidentiality obligations as restrictive as those herein. For purposes of clarity, HRIZONS EX may disclose Customer Confidential Information to Growthspace to the extent necessary for performance of the Platform and Services or as required for administrative purposes. Each party shall be responsible for harm caused by disclosure to its personnel. Each party shall notify the other party of any unauthorized disclosure within a reasonable timeframe. Information shall not be considered Confidential Information if it can be demonstrated in writing it: (a) was in the public domain when received (through no fault of the recipient), (b) was rightfully possessed by the recipient with no confidentiality obligation, or (c) was developed without reference to or use of any Confidential Information. Confidential Information may be disclosed in response to a legal requirement if the recipient (where permitted) provides notice, cooperates to oppose disclosure, and only discloses to the extent required. Notwithstanding Section 12, this Section 9 shall survive termination of this Agreement for three years.
10. **Indemnification.** Each party shall defend and indemnify the other party and its personnel ("**Indemnitee**") from and against all damages, losses, liabilities, or expenses finally awarded by a court or agreed in a settlement in connection with a claim or proceeding by a third party relating to: (1) as to HRIZONS EX as the indemnifying party, a claim the Customer's use of the Platform or Services in accordance with this Agreement infringe any intellectual property right of a third party, including, patent, copyright, or misappropriating trade secret, or (2) as to Customer as the indemnifying party, breach of Agreement by Customer, or its Participants or their use or misuse of the Platform and/or Services. The indemnifying party may not settle such a suit without the written consent of the Indemnitee. Indemnitee may be represented in any such suit by counsel of its choosing at its expense.

11. **Non-Solicitation.** During the Term and for a period of one (1) year thereafter, Customer shall not, directly or indirectly, including on behalf of others, solicit, divert, or independently engage any Expert for the purpose of obtaining coaching, or similar services for its personnel.
12. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** PLATFORM AND SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. HRIZONS EX EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AND CONDITIONS IN RESPECT OF THE PLATFORM AND SERVICES INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST REVENUE, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR LOST DATA, INCLUDING ANY DAMAGES CAUSED BY EXPERTS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED OR PUNITIVE DAMAGES RELATING TO THE ARRANGEMENTS CONTEMPLATED HEREIN, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EACH PARTY’S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT AND/OR ANY CAUSE OF ACTION IS LIMITED TO THE LESSER OF (A) AMOUNTS PAID BY CUSTOMER IN RESPECT OF THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM OR CAUSE OF ACTION OR (B) \$100,000. (“CAP”).
13. **Service Levels.** The Platform and Services shall, during the Subscription Term perform materially in accordance with documentation provided. Other than as set forth therein, HRIZONS EX makes no representations or warranties that the Platform is error-free or that the Platform will satisfy all Customer or any Participant requirements or to the continued availability of the Platform or features, functionality, or components thereof, or the nature or availability of any future modifications, updates, or upgrades thereto. Similarly, HRIZONS EX makes no representations with respect to any new product offerings it may make in the future, the compatibility of such products with the Platform or components thereof or the availability of such new products to Customer.
14. **Term and Termination.** This Agreement will be in effect until all subscriptions ordered under any Order Form, via the Platform (if applicable) or under this Agreement have expired or terminated (the “Term”). Unless an Order Form explicitly states otherwise, all subscriptions (including any additional Credits purchased) will automatically renew for additional 12-month periods, unless either party notifies the other in writing, at least 30 days prior to the end of the then-current subscription period, that it chooses not to renew. Fees will be subject to a 5% increase in each renewed subscription period and Customer’s continued use of the Service shall be considered acceptance. Any payments or purchases already made by Customer prior to the effective date of termination are non-refundable. Sections 5-13, and 17 shall survive termination or expiration of this Agreement. Either party may terminate this Agreement with immediate effect upon written notice to the other party, if the other party: (a) is in material breach of the Agreement (including, but not limited to, failure to pay any amount when due under this Agreement) and, provided such material breach is capable of being cured, fails to cure that breach within 30 days after receipt of written notice; or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
15. **HRIZONS EX Contracting Entity, Governing Law, and Venue.** Unless otherwise specified in an executed Order Form, the meaning of “HRIZONS EX”, this Agreement shall be governed by the law of the state of Delaware, USA, and the exclusive jurisdiction in which disputes shall be

adjudicated (venue) shall be Kent County, Delaware, USA. Notwithstanding the forgoing, nothing in this Agreement will prevent HRIZONS EX from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

16. **Publicity.** Customer grants HRIZONS EX and Growthspace the right to use Customer's company name and logo as a reference for marketing or promotional purposes, subject to Customer's standard trademark usage guidelines as provided from time to time. Customer may opt out if Customer does not wish to be listed, via the Order Form or by sending HRIZONS EX an email to growthspace@HRIZONS.com.
14. **Customer's Affiliates Use of Service.** Customer may authorize participation and receipt of Services to employees of Customer's Affiliates and will indicate such use in the Order Form (or will send a notification prior to such use to HRIZONS). Customer will remain responsible and liable for its Affiliates and their participants and shall ensure its applicable Affiliates comply with the terms of this Agreement. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
15. **Notices.** HRIZONS EX will provide notices under the Agreement to Customer by sending an email to Customer's email address set out in the Order Form or registered with the Team Program. Customer will provide notices under the Agreement to HRIZONS EX by sending an email to the representative's email specified in the Order Form (with a copy to legal@HRIZONS.com) and if no such representative is specified then to growthspace@hrizons.com (with a copy to legal@HRIZONS.com). Notice will be treated as received when the email is sent. Customer is responsible for keeping its notification email address current throughout the Term.
16. **General.** This Agreement represents the entire agreement and supersedes all other prior or contemporaneous understandings or agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes any of Customer's ordering document, purchase order terms and conditions, online terms or policies, or any other Customer terms or conditions which purport to supersede, modify or supplement this Agreement, and any such terms shall be deemed rejected, void, and of no effect. In case of conflict between the Order Form (if applicable) and these Terms, the Order Form shall prevail. HRIZONS EX reserves the right to amend, modify, or update these terms and conditions at any time without prior notice. Any changes to these terms will be effective immediately upon posting on HRIZONS EX's website and Customer's continued use of the Service following such modification shall be deemed consent to the amended terms. It is your responsibility to review these terms regularly to stay informed of any updates. If you do not agree to any amended terms, you must discontinue the use of HRIZONS EX's services. Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the other party's prior written consent, provided that either party may assign all of its rights and obligations under this Agreement to an Affiliate or a purchaser of substantially all of its assets or share capital. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement. Nothing herein creates any agency, partnership, employment, joint-venture, or fiduciary relationship. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by HRIZONS EX of any of the provisions of this Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this

Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

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