TERMS OF SERVICE

1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between:

LeadDeus Technologies Ltd, a company incorporated under the laws of the United Kingdom, with its registered address at Evesham Street, Notting Hill, London, W11 4AN, United Kingdom ("Provider", "LeadDeus", "we", "us"),

and

any individual or legal entity that accesses or uses the LeadDeus platform ("User", "Client", "you").

By accessing the LeadDeus platform, creating an account, or checking the box indicating acceptance of these Terms, you acknowledge that you have read, understood, and agree to be legally bound by these Terms.

If you do not agree to these Terms, you must not use the Platform.

2. Subject of the Terms

2.1 The Provider shall grant the Client access to the LeadDeus platform (the "Platform") and provide technical services consisting of:

• enabling the Client to dispatch emails via sending accounts connected by the Client;

• offering optional AI-generated content using semantic structures and internal content modules;

• providing access to internal deliverability tools, including sender warm-up, sender health monitoring, anti-bot routing, and analytics dashboards.

2.2 The Provider acts solely as a technical intermediary. The Client shall bear full and sole responsibility for the use of the Platform, including but not limited to mailing lists, recipient data, consent, message content, and compliance with applicable laws.

3. Incorporation of Terms and Policies

3.1 The following documents form an integral part of these Terms of Service:

• LeadDeus Privacy Policy.

3.2 In the event of inconsistency between these Terms of Service and the Terms of Service or Privacy Policy, the provisions of these Terms of Service shall prevail.

4. Roles and Data Protection

4.1 The Client acts as the Data Controller in respect of all recipient data.

4.2 The Provider acts as the Data Processor, processing such data solely on the Client's documented instructions.

4.3 The Provider shall implement the technical and organizational measures described in the Terms and Privacy Policy, including data encryption and secure deletion upon termination.

5. Provider's Obligations

5.1 The Provider shall:

• ensure the technical operability of the Platform;

• implement reasonable security safeguards in line with industry practice.

5.2 The Provider shall not:

• be responsible for deliverability, inbox placement, campaign results, engagement, conversions, deposits, registrations, or any commercial outcome of the Client's campaigns;

• verify the legality of mailing lists, consent mechanisms, or content provided by the Client;

• assume responsibility for the performance or availability of third-party services, including sending accounts, beyond ensuring their technical operability.

5.3 The Client acknowledges that, in order to ensure technical stability of sending accounts and reduce reputational risks, all newly connected or newly provided sending accounts are subject to a warm-up period during the first month of campaign activity.

During the warm-up period, the maximum daily sending volume per sending account shall be increased gradually according to the default schedule or Client's preferences.

The percentages refer to the maximum allowed volume per sending account, regardless of the account type (Gmail or SMTP), defined as 100 leads per sending account per day.

The warm-up process applies only at the start of sending activity for newly connected or newly provided accounts and does not automatically reset unless accounts are replaced, reconnected, or materially modified.

The Provider reserves the right to temporarily slow down or adjust sending volumes during the warm-up period if negative technical signals are detected, including but not limited to bounce rates, spam signals, or account restrictions.

The Client is fully responsible for accounts reputation in case of switching from the default email sending plan to its own version of it.

6. Client's Obligations

6.1 The Client shall:

• use the Platform in accordance with applicable laws, including but not limited to data protection, anti-spam, and marketing regulations;

• ensure that all mailing lists and recipient data are lawfully obtained;

• remain solely liable for the content and results of all campaigns.

6.2 The Client is strictly prohibited from using the Platform or any associated sending infrastructure for:

• promoting illegal, fraudulent, or deceptive products or services;

• distributing content prohibited by law, including but not limited to malware, phishing, scams, financial fraud, identity theft, or harmful digital material;

• distributing content explicitly prohibited by the Provider's Acceptable Use Policy, including but not limited to misleading, abusive, harassing, pornographic, or otherwise unlawful material;

• manipulating email infrastructure, bypassing protections, or attempting to compromise the integrity of sending accounts, domain pools, or Platform tools.

Any violation of this clause entitles the Provider to immediately suspend or terminate the Client's access to the Platform and all infrastructure without refund of any fees paid.

The Client acknowledges that such enforcement is essential for protecting the integrity of the Provider's systems and third-party services (including sending accounts infrastructure).

7. Fees and Payment Terms

7.1 The Client shall pay the Provider the fees according to the actual prices available in the official website.

7.2 Payment is due in full prior to commencement of services. The Provider shall commence provision of access to the Platform and/or sending accounts only upon receipt of cleared payment.

7.3 All fees are exclusive of applicable taxes, duties, or levies, which shall be borne by the Client.

7.4 Payments shall be made by crypto or another method agreed in writing between the Parties.

7.5 Failure to make timely payment entitles the Provider to suspend or terminate the Client's access to the Platform and sending accounts without further liability.

7.6 Sending Account Burnout / Replacement

The Client acknowledges that sending accounts (including but not limited to sending accounts used within existent Pools or connected by the Client) may lose reputation, become restricted, or be suspended ("burned") as a result of the Client's sending practices, the nature of the Client's campaigns, or external ESP/ISP policies.

In the event that any sending account becomes burned:

• The Client is responsible for replacing such accounts at their own expense, either by supplying new accounts internally; or

• The Client may purchase replacement accounts from the Provider at a rate of USD 6 (six United States dollars) per one pre-warmed up sending account.

Replacement accounts supplied by the Provider will be newly prepared, configured, and added to the Client's infrastructure in accordance with the Provider's standard technical procedures.

The Provider shall not be liable for losses, performance impacts, or delays arising from sending account burnout or the Client's failure to replace accounts in a timely manner.

7.7 Ownership of the Domains & Accounts

Domains and email accounts paid for by the customer are leased for as long as the customer remains an active user on the LeadDeus platform. The customer does not own the infrastructure they have ordered. If the customer decides to terminate the service, the infrastructure is not transferred to them and remains on the platform. In the event of a delay in payment for the infrastructure (email accounts and domains) of more than 3 business days, the provider reserves the right to transfer the infrastructure to another customer if necessary.

8. Limitation of Liability

8.1 To the maximum extent permitted by applicable law, the Provider disclaims all liability for direct, indirect, incidental, consequential, or punitive damages, including but not limited to loss of revenue, goodwill, data, or business opportunities, arising out of or in connection with the Client's use of the Platform or sending accounts.

8.2 The Provider's sole liability under these Terms of Service shall be limited to ensuring the technical operability of the Platform and, where applicable, the sending accounts.

8.3 In any event, the Provider's aggregate liability shall not exceed the total fees paid by the Client to the Provider under these Terms of Service during the three (3) months preceding the event giving rise to the claim.

9. Term and Termination

9.1 These Terms of Service enter into force on the Effective Date and remain in effect until terminated by either Party with thirty (30) days' written notice.

9.2 The Provider may suspend or terminate access immediately if the Client breaches these Terms of Service, the Terms of Service, or applicable law.

9.3 Upon termination, all Client data shall be deleted in accordance with the Terms and Privacy Policy.

10. Governing Law and Jurisdiction

10.1 These Terms of Service shall be governed by and construed in accordance with the laws of England and Wales.

10.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of London, United Kingdom.

11. Miscellaneous

11.1 These Terms of Service, together with the incorporated documents, constitute the entire agreement between the Parties.

11.2 Amendments must be made in writing and signed by both Parties.

11.3 If any provision is held invalid, the remainder shall remain in full force and effect.