



GLO TERMS OF SERVICE

1. INTRODUCTION

1.1. Purpose of the Document

This 'Terms of Service' ("the Agreement") is designed to define and govern the working relationship between Generate Leads Online Limited ("GLO" or "the Agency"), an award-winning digital marketing agency, and its clients ("Client" or "You"). The Agreement sets forth the terms and conditions under which GLO offers its array of digital marketing services. By availing of any services from GLO, the Client acknowledges the complexities and risks inherent to digital marketing and online platforms. This document is intended to clearly outline the mutual responsibilities and expectations, ensuring a transparent and efficient working relationship.

1.2. Acceptance of Terms

By payment to GLO for any digital marketing services or by accepting a proposal or quote from GLO, the Client expressly agrees to be bound by these Terms of Service in their entirety. If the Client does not agree with any provision of this Agreement, they should not proceed with the engagement. Further, any written or verbal commitments outside of this Agreement are not binding unless both parties explicitly agree to them in writing.

GLO reserves the right to amend, alter, or update these Terms of Service at any time, and continued engagement by the Client post any such changes constitutes acceptance of the updated terms. It is the Client's responsibility to periodically review this Agreement for any changes.

2. DEFINITIONS

2.1. "Agency" or "GLO"

refers to Generate Leads Online Limited, located at 50 Princes Street, Ipswich, Suffolk, England, IP1 1RJ, contactable at helpingyou@generateleads.online or 01473 845688.

2.2. "Client"

denotes any individual, business, corporation, or entity that engages the services of the Agency.

2.3. "Proposal"

refers to the document provided by the Agency to the Client, which introduces and outlines the specific service package, scope of work, and any related details.

2.4. "Invoice"

is the document issued by the Agency to the Client, detailing the selected service package, its cost breakdown, and the terms of payment.

2.5. "Services"

encompasses the suite of digital marketing and related offerings provided by the Agency, including but not limited to Search Engine Optimisation (SEO), SEO Copywriting, Google Ads, Social Media Marketing, Lead Generation (Pay Per Lead), Email Marketing Automation, LinkedIn Lead Generation, Conversion Rate Optimisation (CRO), SEO Web Design, App Development, Web Hosting, and Digital Design.

2.6. "Platform"

means any online platform, including search engines, social media sites, web hosting providers, and any other digital mediums where the Services are applied.

2.7. "Third-party"

relates to any entity or platform other than the Agency or the Client, which might be involved in the delivery or efficacy of the Services.

2.8. "Content"

denotes any material, be it written, graphical, video, audio, or any other form, used in the execution of the Services.

2.9. "Terms"

stands for the conditions, obligations, rights, and responsibilities detailed in this Terms of Service document.

2.10. "Agreement"

is synonymous with this 'Terms of Service' document, including all its sections, appendices, and any other attachments.

2.11. "Package"

refers to a specific set or combination of Services as outlined in the Proposal provided to the Client.

2.12. "Effective Date"

is the date on which the Client accepts the Proposal or pays the Invoice, signifying the commencement of the Agreement.

2.13. "Campaign"

means a specific marketing effort, initiative, or push executed as part of the Services.

2.14. "Ad Spend"

refers to the monetary amount allocated for paid advertising on Platforms, separate from the Agency's service fees.

3. DESCRIPTION OF SERVICES

3.1. Overview

Generate Leads Online Limited ("GLO" or "the Agency") offers a suite of digital marketing services tailored to meet the diverse needs of its clientele. The specific services and their scopes are individually outlined in the Proposal provided to each Client.

3.2. Proposal Integration

Each Proposal provided to the Client will detail the specific package of services selected, its scope, and any related deliverables. The Proposal, once accepted by the Client, becomes an integral part of this Agreement and should be read in conjunction with these Terms of Service.

3.3. Service Breakdown

Search Engine Optimisation (SEO):

Implementation of strategies to enhance the Client's online visibility on search engines. This may include but is not limited to, on-page optimisation, off-page optimisation, and content strategy.

SEO Copywriting

Crafting content optimized for search engines, ensuring a balance between readability for users and visibility for search engines.

Google Ads

Management and optimization of paid advertising campaigns on Google's advertising platform.

Social Media Marketing

Strategic creation, curation, and management of content across various social media platforms to enhance the Client's brand and reach.

Lead Generation (Pay Per Lead)

Development and execution of strategies to procure potential customers or clients for the Client's business.

Email Marketing Automation

Design and deployment of automated email campaigns tailored to segmented lists for enhanced engagement and conversion.

LinkedIn Lead Generation

Leveraging LinkedIn's platform to generate potential business leads.

Conversion Rate Optimisation (CRO)

Analysis and modification of websites or online platforms to increase the percentage of visitors that convert into customers.

SEO Web Design

Designing websites with a focus on SEO, ensuring that both aesthetics and search engine visibility are optimized.

App Development

Crafting tailored mobile or web applications to meet specific client needs.

Web Hosting

Offering hosting solutions for websites, ensuring uptime, speed, and security.

Digital Design

Creation of digital assets, including graphics, animations, and other visual content.

3.4. Service Limitations

While GLO endeavours to provide the highest quality of service, Clients acknowledge the inherent unpredictability of digital platforms, search engine algorithms, and online trends. GLO makes no guarantees regarding specific rankings, conversions, or results. Furthermore, any estimates provided in the Proposal are just that – estimates, and actual results may vary.

3.5. Third-Party Integrations

In executing its services, GLO may leverage third-party platforms, tools, or services. The functionality, availability, and terms of these third-party offerings are beyond the Agency's control, and GLO is not responsible for any changes, disruptions, or issues arising from them.

4. PROPOSAL PRESENTATION AND INVOICE

4.1. Proposal Presentation

Upon initial consultations and assessment, GLO shall present the Client with a Proposal Document. This document serves the following purposes:

- Outlining the services GLO intends to provide.
- Introducing the scope and details of each selected package.

The Proposal Document is to be viewed as an indicative plan and not an absolute guarantee of service delivery within the stipulated timelines. The scope, deliverables, and other aspects can be subject to change based on market conditions, updates to digital platforms, and other unforeseeable factors.

4.2. Acceptance of Proposal

Acceptance of the Proposal by the Client will signify an agreement to proceed with the services as outlined. Any modifications or additions to the original Proposal post-acceptance may be subject to additional fees. Such modifications must be communicated in writing and agreed upon by both parties.

4.3. Invoice and Payment

Following the acceptance of the Proposal:

- GLO will issue an Invoice detailing the package selected, its cost breakdown, and the total amount due.
- The Client agrees to pay the total Invoice amount within the timeframe stipulated on the Invoice. Delays in payment can result in delays or cessation of the agreed-upon services.
- All payments are to be made in the manner specified in the Invoice, and any transaction fees incurred will be borne by the Client.

- Refunds, if applicable, will be processed as per the 'Refunds and Cancellations' section of this document.

4.4. Delays and Revisions

GLO understands the dynamic nature of digital marketing and will attempt to accommodate reasonable requests for changes or revisions to the scope of work. However:

- Any significant deviation from the original Proposal may result in an adjustment of fees and timelines.
- Delays caused due to the Client's unresponsiveness, delay in providing necessary inputs, or any other factor within the Client's control may result in a revision of delivery timelines and potential additional charges.

4.5. Limitations and Exclusions

The Proposal and Invoice will detail the services to be rendered and the associated costs. Any service or feature not explicitly mentioned in the Proposal will be considered outside the scope and may be billed separately.

4.6. Confidentiality of Documents

Both GLO and the Client agree to treat the Proposal and Invoice as confidential documents, ensuring they are not disclosed to third parties without mutual consent, except as required by law.

5. PAYMENT TERMS

5.1. Currency

All prices and payments will be in GBP (British Pounds).

5.2. Payment Methods

GLO accepts payments via the following methods:

- Bank Transfer
- GoCardless

Clients are encouraged to use GoCardless for retainer services or SEO Web Design instalments due to its streamlined process. Payment details will be provided on each invoice.

5.3. Invoicing

Upon finalisation of the Proposal Document, an Invoice will be sent to the Client detailing the package selected, cost breakdown, and total amount due.

- Payment is typically due within 7 days of the invoice date, unless a different due date is specifically mentioned on the invoice.
- Late payments may incur interest or additional fees as detailed in the 'Late Payment' section of this document.

5.4. Retainers and Recurring Payments

Services that involve retainer fees or recurring payments will be automatically renewed for the same duration as the initial period unless otherwise stated:

- Contracts last for a 12-month period and will automatically recur unless terminated by the Client at least 60 days prior to the end of the contract term, unless otherwise agreed in writing.
- Clients are encouraged to use GoCardless for such payments to ensure uninterrupted service.

5.5. Accounting Records

All financial transactions between GLO and the Client will be recorded and managed via Xero, our chosen accountancy platform. Clients can request a statement of their account at any time.

5.6. Late Payment

Payments not received by the due date on the invoice will be subject to:

- Potential suspension or cessation of services until all outstanding payments are cleared.
- The Client will be responsible for any costs incurred by GLO in the collection of late payments, including, but not limited to, legal fees and collection agency fees.

5.7. Termination and Refunds

If a Client wishes to terminate the contract before its automatic renewal, they must do so in writing at least 60 days before the contract's end. Any prepaid services or fees may be subject to the 'Refunds and Cancellations' section of this document.

6. CLIENT OBLIGATIONS

6.1. Provision of Information

The Client agrees to provide GLO with all necessary information, materials, and access to resources as required for the successful execution of the services outlined in the Proposal Document. Any delay in providing these may result in a delay in the delivery of services.

6.2. Accuracy of Information

The Client confirms that all information provided to GLO is accurate, up-to-date, and does not infringe on the rights of third parties. The Client will indemnify GLO against any claim or action that arises from the use of inaccurate or infringing information provided by the Client.

6.3. Communication

The Client shall maintain open and responsive communication with GLO. Should there be any changes in the Client's requirements or circumstances, GLO should be notified promptly.

6.4. Timely Reviews and Approvals

The Client is obliged to review all drafts, concepts, designs, and other deliverables provided by GLO within the time frame specified. Delays in approval may result in adjustments to the delivery timelines.

6.5. Payment Obligations

The Client shall adhere to the payment terms as outlined in the 'Payment Terms' section of this document. Failure to meet payment obligations might result in suspension or termination of services.

6.6. Respectful Conduct

The Client agrees to engage in a professional and respectful manner with all GLO personnel. GLO reserves the right to terminate the contract should the Client engage in any behaviour deemed inappropriate, offensive, or discriminatory.

6.7. Confidentiality

The Client must keep all proprietary methodologies, tools, strategies, and trade secrets disclosed by GLO confidential unless GLO provides explicit written permission.

6.8. Third-Party Contracts

If the Client enters into contracts or agreements with third parties that might affect GLO's services, the Client should inform GLO promptly. GLO shall not be held responsible for any complications or disruptions resulting from undisclosed third-party contracts.

6.9. Use of Deliverables

The Client agrees to use the deliverables provided by GLO exclusively for the purpose they were intended and not to repurpose, distribute, or sell them without GLO's explicit consent.

By complying with the obligations outlined in this section, the Client aids in ensuring the seamless execution of the contracted services. Non-compliance may result in delays, additional costs, or termination of the contract.

7. AGENCY OBLIGATIONS

7.1. Delivery of Services

GLO commits to providing the Client with the services as outlined in the Proposal Document. The services will be rendered with professionalism, skill, and diligence in accordance with industry standards.

7.2. Timeliness

While GLO aims to deliver its services promptly and adhere to any established timelines, the Client acknowledges that delays may occasionally occur due to unforeseen circumstances. GLO shall notify the Client at the earliest opportunity should any delay arise and make every effort to mitigate the impact of such delays.

7.3. Confidentiality

GLO will treat all Client information as confidential. Unless required by law or agreed upon with the Client, such information will not be disclosed to third parties. This confidentiality will extend beyond the termination of the agreement.

7.4. Intellectual Property

Upon full payment for the services, the intellectual property rights for all deliverables created specifically for the Client will be transferred to the Client, except as noted in 7.5.

7.5. Promotional Rights

GLO retains the right to showcase any deliverables as case studies on the GLO website and in other promotional materials. The purpose is to highlight GLO's expertise and portfolio. If the Client wishes to exclude specific proprietary information or designs from being showcased, such a request must be submitted in writing.

7.6. Quality Assurance

GLO shall take necessary steps to ensure the quality of its services. If any delivered service does not meet the quality as described in the Proposal Document, GLO will make reasonable efforts to rectify the situation in a mutually agreeable manner.

7.7. Third-Party Services

Should GLO need to employ third-party services to deliver the contracted services, GLO will ensure that such third parties adhere to the same level of quality and professionalism expected of GLO.

7.8. Point of Contact

GLO will provide the Client with a dedicated point of contact to facilitate communication and ensure the smooth execution of services, normally our Head of Operations.

7.9. Compliance with Laws

GLO will conduct its services in compliance with applicable laws and regulations.

8. LIMITATION OF LIABILITY

8.1. General Limitation

GLO shall execute its services with due diligence and professionalism. However, to the maximum extent permitted by applicable law, GLO's aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any and all claims arising out of or in connection with this agreement shall not exceed the amount paid by the Client to GLO for the specific service giving rise to such claim.

8.2. Indirect Damages

In no event shall GLO be liable for any indirect, incidental, consequential, special, or exemplary damages or loss of profits, even if GLO has been advised of the possibility of such damages. This includes, but is not limited to, loss of data, loss of business, or other intangibles, the costs of substitute goods or services, or any delay or failure to provide services.

8.3. Force Majeure

GLO shall not be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control. Such force majeure events may include but are not limited to acts of God, labour disputes, governmental actions, wars, internet outages, or any other unforeseen events.

8.4. No Warranty

GLO provides its services "as is" and without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

8.5. No Control Over Search Engines

For services related to SEO, Google Ads, and other search engine-related offerings,

GLO does not guarantee any specific position or ranking on search engines. The Client acknowledges that search engine algorithms are beyond GLO's control and can change without notice, affecting the rankings and visibility of websites and advertisements.

8.6. Client Acknowledgement

The Client acknowledges that the internet is an inherently unstable and insecure environment. While GLO will make reasonable efforts to ensure the delivery and security of its services, it cannot guarantee uninterrupted service or protection from malicious actors. The Client further acknowledges that marketing and advertising returns are subject to various external factors, and GLO offers no guarantees on specific outcomes or returns on investment.

8.7. Third-Party Platforms

GLO uses third-party platforms and tools to deliver some of its services (e.g., social media platforms, Google Ads). The Client understands that these platforms have their own terms of service and guidelines, and any changes or decisions made by these platforms are beyond GLO's control. GLO shall not be held liable for any actions taken by these platforms, including but not limited to account suspensions, ad disapprovals, or any other form of penalty.

8.8. Sole Remedy

Unless expressly stated in this agreement, the Client's sole and exclusive remedy for any dissatisfaction or grievance related to the services provided by GLO is the termination of this agreement, in accordance with the termination clauses provided herein.

9. TERMINATION AND CANCELLATION

9.1. Termination by the Client

- A. For digital marketing retainers (except SEO Web Design, App Development, and Lead Generation), Clients may terminate their contract by providing written notice to GLO no less than 60 days prior to the end of the 12-month contract term.
- B. If a Client wishes to terminate services that fall under SEO Web Design, App Development, or Lead Generation, the Client must settle any outstanding balances as per the invoice due date. Failure to do so may result in legal action to recover the owed amount.

9.2. Termination by GLO

- A. GLO reserves the right to terminate the agreement at any point should the Client breach any terms set forth in this agreement or fail to make due payments. GLO will provide a written notice of such termination.
- B. In circumstances where GLO believes that continuing to provide services might harm its reputation, or if it becomes untenable due to external factors beyond GLO's control, GLO may choose to terminate the contract with immediate effect.

9.3. Consequences of Termination

- A. Upon termination, all services being provided by GLO will cease, and the Client will be required to settle any outstanding payments immediately.
- B. Any data, files, or information pertaining to the Client will be handed back to the Client, and GLO will not retain copies unless required by law or agreed upon in writing.
- C. GLO retains the right to use any completed work as case studies or for promotional purposes.

9.4. Cancellation Fees

- A. Should the Client choose to terminate the contract without adhering to the notice period or before the completion of the 12-month retainer period (except in situations covered by clause 9.1b), a cancellation fee equivalent to the remainder of the twelve-month contract of the service cost will be charged.
- B. If a Client cancels services related to SEO Web Design or App Development after having agreed to a proposal but before the work is completed, they will be charged a cancellation fee equivalent to 100% of the total project cost, in addition to any costs already incurred.

9.5. Refunds

No refunds will be provided for services already rendered or for the initial deposit on projects that have commenced. Any exceptions to this rule are at the sole discretion of GLO.

9.6. Survival

Provisions of this agreement that, by their nature, should survive termination will remain in effect post-termination, including but not limited to clauses related to intellectual property, indemnification, limitation of liability, and confidentiality.

10. INTELLECTUAL PROPERTY

10.1. Ownership of Work Produced

- A. All original content, designs, creations, and any other form of intellectual property produced by Generate Leads Online Limited (“GLO”) for the Client during the tenure of the service will become the property of the Client upon full payment of all dues.
- B. Until full payment is made, GLO retains all rights and ownership of any drafts, designs, writings, graphics, URLs, and other content or materials created for the Client.

10.2. Pre-existing Intellectual Property

- A. Intellectual property rights in pre-existing materials, including but not limited to software, algorithms, templates, tools, methodologies, processes, and know-how that are used in delivering services, remain the exclusive property of GLO or its respective licensors.
- B. The Client is granted a non-exclusive, non-transferable, revocable licence to use such pre-existing intellectual property only for the purpose for which the services were provided.

10.3. Use of Third-party Materials

If GLO incorporates third-party materials in any deliverable, including but not limited to stock images or software, the rights to those materials remain with their respective owners, and the Client might be bound by additional terms related to such third-party materials.

10.4. Client Materials

- A. Any content or materials provided by the Client to GLO remain the intellectual property of the Client.
- B. The Client grants GLO a royalty-free, non-exclusive licence to use, reproduce, modify, display, and publish the provided content/materials solely for the purpose of delivering the contracted services.

10.5. Promotion and Portfolio Use

GLO retains the right to showcase and reference any deliverable, including designs, strategies, and collateral, in its portfolio, case studies, and promotional materials. Client trademarks, logos, and brand names may be displayed by GLO purely for demonstrative or showcase purposes.

10.6. Warranties

The Client warrants that all content or materials provided to GLO do not infringe upon the intellectual property rights of third parties. The Client agrees to indemnify, defend, and hold harmless GLO against any claims, costs, and damages, including attorney's fees, arising from the use or provision of those Client materials.

10.7. Confidentiality of IP

All intellectual property discussions and transfers are to be treated with confidentiality, and neither party may disclose details of the creation, development, or use of intellectual property to third parties without written consent, unless required by law.

11. NON-COMPETE AND NON-SOLICITATION

11.1. Non-compete

For the duration of the contract and for a period of twelve (12) months following its termination, the Client agrees not to directly or indirectly engage, employ, or enter into any contractual relationship with any employee, consultant, or subcontractor of Generate Leads Online Limited ("GLO") who was involved in providing services to the Client.

11.2. Non-solicitation

- A. During the term of this agreement and for a period of twelve (12) months following its conclusion, the Client shall not, without the express written consent of GLO:
 - a. Solicit, induce, or attempt to induce any employee, consultant, or subcontractor of GLO to leave the employ or contract of GLO, or
 - b. Solicit, contract, or enter into a business relationship with any of GLO's existing clients or clients who have terminated their relationship with GLO in the last twelve (12) months, in a manner that would cause the client to divert its business from GLO.
- B. The Client acknowledges that the restrictions in this clause are reasonable in the circumstances to protect the legitimate interests of GLO. If any provision of this clause is found to be unenforceable, but would be enforceable if part of the wording were deleted, it will apply with such deletions as may be necessary to make it valid and enforceable.

11.3. Remedies

The Client agrees that any breach or threatened breach of these provisions may cause GLO irreparable harm for which damages may not be an adequate remedy. Therefore, in addition to any other remedies and damages available, GLO shall be entitled to seek an injunction or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

11.4. Adjustment of Restricted Period

If any portion of the duration of the restrictions set out in this section is found by a court of competent jurisdiction to be unenforceable due to its duration, the parties agree that the court shall have the authority to reduce the duration of the restriction, and, in its reduced form, the restriction shall then be enforceable.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. Governing Law

This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation are governed by and construed in accordance with the laws of England and Wales.

12.2. Informal Dispute Resolution

Both parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement, or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations by the parties, or either or both is or are unwilling to engage in this informal dispute resolution process, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

12.3. Mediation

If the parties are unable to agree upon a mediator or if the parties fail to enter into a written settlement of the dispute for mediation within 28 days of the proposal, either party may apply to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator.

12.4. Court Proceedings

No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

12.5. Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any non-contractual disputes or claims).

12.6. Service of Process

For the purposes of this clause, the address of Generate Leads Online Limited is 50 Princes Street, Ipswich, Suffolk, England, IP1 1RJ. Any notices or service of process required to be served pursuant hereto shall be sufficiently served if delivered to the aforementioned address.

13. AMENDMENTS TO TERMS

13.1. Right to Amend

Generate Leads Online Limited ("GLO") reserves the right to modify, alter, replace, or otherwise amend these Terms of Service at its sole discretion at any time. The most current version of these Terms will be posted on GLO's official website or will be sent to the Client via the provided email address.

13.2. Notification

GLO shall notify the Client of any material changes to these Terms by sending an email to the Client's last provided email address or by posting a notice on GLO's website at least thirty (30) days before the changes are set to take effect.

13.3. Acceptance of Amended Terms

By continuing to use GLO's services after amendments are made to these Terms, the Client acknowledges and agrees to be bound by the updated Terms. If the Client does not agree with the modified Terms, their sole recourse is to discontinue the use of GLO's services and notify GLO in writing before the changes take effect.

13.4. Prior Arrangements

Amendments made to these Terms will not affect any prior arrangements or contractual commitments made between GLO and the Client unless explicitly stated in the updated Terms.

13.5. Exception

Any changes or modifications to the payment terms or the core services provided under a specific client agreement must be agreed upon in writing between GLO and the Client and will not be subject solely to this amendment clause.

14. CONTACT AND NOTICES

14.1. Official Correspondence Address

All formal notices, requests, demands, or other communications to be given by the Client under these Terms of Service should be sent to:

Generate Leads Online Limited
50 Princes Street,
Ipswich, Suffolk,
IP1 1RJ, UK

14.2. Electronic Communication

For regular business communications and notifications, the Client may contact GLO via email at:

helpingyou@generateleads.online

14.3. Receipt of Notices

Any notices or communications sent by mail shall be deemed received by the addressee on the fifth business day following mailing or on the day of actual receipt, whichever comes first.

Communications sent by email shall be considered received on the day they are sent, unless the sending party receives an electronic notification that the email was not delivered.

14.4. Changes in Contact Details

GLO undertakes to notify the Client promptly of any changes to its contact details. Similarly, the Client is obligated to keep GLO informed of any changes to its contact information.

14.5. Proof of Sending

Proof of sending any notices or communications, be it by mail or email, will be sufficient evidence of the sending of such communication.

14.6. Contact for Queries

For any general queries regarding these Terms of Service or any services offered by GLO, Clients may contact GLO at the above-mentioned address or via the provided phone number: 01473 845688.

14.7. Emergency Contact

In the event of emergencies or urgent matters requiring immediate attention, the Client is advised to contact GLO directly through the provided phone number.

15. MISCELLANEOUS PROVISIONS

15.1. Entire Agreement

These Terms of Service, along with any proposal document or invoice provided by GLO to the Client, constitute the entire agreement between the parties with respect to its subject matter and supersede all prior agreements, representations, and understandings of the parties, written or oral.

15.2. No Waiver

No failure or delay by GLO in exercising any right, power, or privilege under these Terms of Service will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

15.3. Severability

If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms of Service.

15.4. Non-Reliance

Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance, or warranty (whether it was made negligently or innocently) of any person other than as expressly set out in these Terms of Service.

15.5. Force Majeure

GLO shall not be deemed in breach of these Terms of Service if it is unable to complete the Services or any portion thereof by reason of fire, earthquake, flood, tempest, storm, or other natural disasters, labour dispute, act of God, war, governmental interference or any other causes beyond its control.

15.6. Assignment

The Client shall not, without the prior written consent of GLO, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms of Service. GLO may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under these Terms of Service.

15.7. No Partnership or Agency

Nothing in these Terms of Service is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.8. Third Party Rights

Unless expressly provided elsewhere in these Terms of Service, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Service.

15.9. Counterparts

These Terms of Service may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.