

Terms and Conditions

This service is operated by Growin, a limited liability company registered in Brazil with company name Growin Consultoria em Tecnologia LTDA and company number 31.147.783/0001-27. XGrowth is a private social platform that connects growth opportunities and bridges the gap between suppliers, clients and all participants of the pertaining eco-system.

1. Please read these terms and conditions (the Terms) carefully. By accessing and using our website and app and any content and features therein including our Services, you indicate your acceptance of these Terms, the Privacy Policy and any other notices, guidelines and rules published by us on our Services from time to time (each of which is incorporated into the Terms by this reference). The Privacy Policy can be accessed from links at the bottom of our webpages.
2. If you do not accept these Terms please do not access and/or use our Services.
3. Growin, XGrowth and associated companies, and references in this document to “us,” “our,” and “we” refer to XGrowth, Growin Consultoria em Tecnologia LTDA and <https://xgrowth.growinco.com/>.
4. We may update these Terms at any time. Please review the Terms regularly to ensure you are aware of any changes. Your continued access to and/or use of our Services after changes have been made to the Terms and you have agreed to them by checking/ticking the box indicates your agreement to be legally bound by the updated and/or amended Terms.

If you have any questions on these terms and conditions, please contact us at support@growinco.com

1. Website (site) use and your rights

The application (app) and website are owned and operated by Growin. All intellectual property rights, including copyright, in the content displayed on the website and application (“Content”) belong either to Growin, or the user, or respective user company. All rights are hereby reserved. When you access the site or app, you undertake: (i) that you are over 18 years of age, (ii) that you are using the site in your own name or company’s name and not on behalf of anyone else; (iii) that you will not allow any other person to use the site under your name, nor will you in using the site, pretend you are someone else, or seek to disguise your identity; and (iv) that you are only using the site and the Services for your company’s benefit and not for the purposes of providing services to others, (v) that you will comply with all relevant and applicable legislation including but not limited to anti-trust, data privacy, etc.

Subject to the undertakings you give in these Terms, we grant you a non-exclusive, non-transferrable right and license to use the site and any software on our server, which is enabled, by your use of the site, solely to access the site and Services.

2. Our Rights

Failure by you to comply with these Terms constitutes a material breach of these Terms and may result in us taking all or any of the following actions:

- 2.1 Immediate, temporary or permanent withdrawal of your right to use our site and app;
- 2.2 Issue of a warning to you;
- 2.3 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and further applicable legal actions.

4. Content Usage

The website, application and the Content may only be used for commercial use and must not violate the intellectual property rights of any third party. In no circumstances content created by one party (e.g. supplier) can be presented to another party (e.g. supplier that is not the creator of the content).

For use on internal meetings and conferences at your company with co-workers and for that purposes alone, you may retrieve and display the Content on a computer screen. You may not print out and photocopy the content of xGrowth application and site. Except for use within your company, you agree not to download, copy, reproduce, modify, store, archive, show in public, redistribute or commercially exploit in any way any part of the Content without the prior written permission of Growin and all parties involved in that material. You agree not to use the Content of the app and website for any illegal or improper purpose, nor for any purpose, which might infringe the rights of others, or which might harass or cause inconvenience or distress to any person.

You also agree to abide by all copyright notices and restrictions attached to the Content and not to remove or alter any such notice or restriction or alter the Content in any way.

5. Reproduction of the website and application Content

The website and application is the copyright of Growin and the content is the copyright of each party that created the content. If you wish to re-publish, re-distribute or exploit the Content in any way you should address a request for permission to the party who generated the content using the contact function on the app or directly to your point of contact. If you want to re-publish or re-distribute or exploit the usability, features, screens of the platform you should contact support@growinco.com. Growin cannot guarantee that any such permission would be forthcoming or on what terms.

6. Using the site, the content and your obligation

When you register with us, you undertake that the details you provide us with are true, accurate and complete and that you will tell us promptly of any changes to these details. To ascertain how we process your personal data, please click on our privacy statement at the foot of the front page of the site.

- i. Part of the information you are required to provide to register with us is a password. This is generated by you. You are responsible for ensuring that any password (or any substitute password) you use to register or to access your account (after registration) is kept confidential, only used by you and is not used by or disclosed to others.
- ii. You are also responsible for: (i) all transactions or activities carried out using your account and password; and (ii) ensuring that when you access the account that the system you use to access the account is secure, is not left unattended unless you have fully exited the account and that your password is not retrievable from the system by others.
- iii. You are responsible for immediately notifying us if you know or suspect that your account or password might be known to a third party. If you fail to do so, you will be liable and fully responsible until you notify us.

7. Third Party Links

Third parties are permitted to link to stories within the XGrowth website, using the URL and quoting the headline and the source.

A third party must ensure that nothing on its own website suggests or could be understood to imply that any part of the website is part of its own website unless the third party has obtained the prior written approval of Growin.

Growin reserves the right to withdraw any permission without explanation or notice if in its sole judgment use of such links is excessive or inappropriate. Growin also reserves the right to change the location and nature of files within the website and application without explanation or notice; it is the responsibility of the third party to check and update links as necessary.

8. Trademarks and Intellectual Property

XGrowth is a registered trademark of Growin Consultoria em Tecnologia LTDA.

9. New Technology Submissions

User recognizes that Growin's client may already be independently working on the same or similar submission opportunity (you can choose type of content that will be shared with clients: Innovation, Renovation, Consumer Insights, New Technology) as covered by its submission. User submits information with the express acknowledgement that it imposes no confidentiality obligations on Growin's client unless a specific executed confidentiality, or like, agreement (but excluding general confidentiality clauses in an existing supply agreement) is expressly cited in the submission. User acknowledges that its submission does not breach any confidentiality obligations owed to others and does not violate rules on information exchange, disclosure of trade secrets and anti-trust rules

User agrees that no contractual obligation nor working relationship is created between User and Growin's client solely submitting this information.

Growin's clients shall have the option to accept any submission of the proposed submissions presented by you/your company for further evaluation, assessment and/or development.

If User chooses to share a "New Technology" submission then Growin's client will have the option of communicating a "NO GO" or "GO" decision to you/your company. A "NO GO" decision shall be presumed for any such submission after 60 days, of receipt by Growin, without an explicitly communicated "GO" decision. Expiration of the 60 day period (extension may be agreed upon by User and Growin's client), or an expressly communicated "NO GO" decision, for any such "New Technology" submission shall release you/your company from any further obligation to Growin's client.

In the event Growin's client communicates a "GO" submission, the parties may enter into a confidentiality agreement to continue discussions regarding the submission, a mutually acceptable written "Development Agreement", or any such similar agreement setting forth the terms and understanding of the intended development activities and/or confidential conversations between the parties.

10. Limited liability and disclaimer

XGrowth obtains the Content from a wide range of sources and it includes facts, views, opinions and information likely to be of interest to users of the website and application.

XGrowth does not endorse or accept any responsibility for any views, advice, recommendations, or opinions expressed on any website to which we link. You should note that any contact or arrangements made between you and any third party named on the website or any third party website linked from is at your own risk, and XGrowth accepts no liability.

The Content should only be used for your general awareness and use and not by way of specific recommendation or advice, as every individual's circumstances are different. Before taking any action or decision based in whole or in part on the Content, you should always make your own independent checks of any information that is important in making such decisions or taking such action. You should also seek professional advice in appropriate circumstances.

XGrowth does not give any warranties in respect of the Content or the website, freedom from viruses or other contamination or that the website is compatible with any computer systems, software and browsers. All implied warranties or duties are excluded save if and to the extent that they may not lawfully be excluded.

XGrowth shall not be liable for any claims, losses, injuries, penalties, damages, costs or expenses arising from the use of, or inability to use the website or Content or from any action taken, or omitted to be taken, as a result of using the website or Content, other than death or personal injury resulting from use of the website directly caused by the negligence of XGrowth.

11. Changes to the Terms and Conditions

XGrowth reserves the right to make changes to any part of the website and to add to or change these at any time. Any new features or tools that are added to the current website shall also be subject to the Terms of service.

You can review the most current version of the Terms of service at any time on this page. We reserve the right to update, change or replace any part of these Terms of service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

12. Severability

If any part of these Terms becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation, such provision or part thereof will be deemed to not form part of the contract between us. The legality, validity or enforceability of the remainder of these Terms will remain in full force and effect.

13. Legal

By accessing the website you agree to accept that these Terms are governed by and construed in accordance with the laws of Brazil. You also accept the exclusive jurisdiction of the Brazilian Courts in relation to any dispute that may arise in connection with these Terms or your use of the website or arising in any way from the Content.

14. Company Information

Growin is a limited liability company registered in Brazil with company number 31.147.783/0001-27. The XGrowth website and application is the intellectual property of xGrowth and Growin Consultoria em Tecnologia LTDA.

Definitions/Interpretations

As used herein: Services means platform and its features and prospection services that can be triggered over the tool.