

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **Definite Marketing** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts, and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

DEFINITIONS

"Agreement" denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

"We", "us" and "our" are references to DEFINITEMARKETING.COM.

"User", "You" and "your" denotes the person who is accessing the website for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website.

"Website" shall mean and include **definitemarketing.com** and any successor Website of the Company or any of its affiliates.

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see "Changes to these Terms" below.) By accessing, browsing and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms.

Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Services and may subject you to civil and criminal penalties.

AGE RESTRICTION

You must be at least 13 (Thirteen) years of age to use this Website, or any Services contained herein. By using this Website, you represent and warrant that you are at least 13 years of age and may legally agree to this Agreement. We assume no responsibility or liability for any misrepresentation of your age.

ACCURACY OF INFORMATION

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to user descriptions, pricing, availability, promotions and offers. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and conditions at any time and for any reason. Some of our services may not be available at certain points in time. We undertake no obligation to update, amend or clarify information on the Website including, without limitation. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and conditions by your continued use of the Site after the date such revised Terms and conditions are posted.

ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of definitemarketing.com.

- You further agree not to use the Website or Services:
- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any of our intellectual property rights or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- To unlawfully gather information about others.

INTELLECTUAL PROPERTY

You agree that the Website, its content, and all Services provided by us are the property of Definite Marketing, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

INDEMNIFICATION

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Definite Marketing and its affiliates and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former or future officers, directors, employees, agents, successors and assigns and related third parties (each an "Indemnified Party"), for any claims, causes of action, debts, damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any third-party claim that (a) your use of or inability to use the Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third-party, or (d) your violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by Definite Marketing. Definite Marketing reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Definite Marketing in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party's prior written consent.

EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the definitemarketing.com Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall Definite Marketing, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

MODIFICATION & VARIATION

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you, through your computer system, or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you because of your use of the Website or Services, to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

SEVERABILITY

If any provision of these Terms and conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

CONTACTING US

If you would like to contact us to understand more about terms or wish to contact us concerning any matter, you may do so via the contact us or email us at info@definitemarketing.com or call **+353852784629**.

This document was last updated on March 2, 2022