



## Terms and Conditions for Brandive Media

**Effective Date:** 25/12/2024

Welcome to Brandive Media. By accessing or using our website ("Site") or services, you agree to comply with and be bound by the following Terms and Conditions ("Terms"). Please read them carefully, as they outline the rules and guidelines that govern your use of our website and services. If you do not agree to these Terms, you must discontinue use of this Site immediately.

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### 1. Acceptance of Terms

By using the Site, you confirm that you are at least 18 years old and legally capable of entering into binding contracts. If you are using this Site on behalf of a business or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms. Your acceptance of these Terms constitutes a binding agreement between you and Brandive Media.

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### 2. Modification of Terms

Brandive Media reserves the right to update or modify these Terms at its sole discretion, without prior notice. Any changes will be effective immediately upon posting on the Site. You are encouraged to periodically review these Terms to stay informed of updates. Your continued use of the Site after such changes constitutes your acceptance of the revised Terms.

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### 3. Scope of Services

Brandive Media specializes in providing innovative marketing and branding solutions tailored to meet the needs of businesses of all sizes. Our services include, but are not limited to, branding strategy development, digital marketing campaigns, content creation, and analytics reporting. Detailed descriptions of specific services, timelines, and deliverables will be provided in individual agreements between Brandive Media and the client.

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## 4. Intellectual Property Rights

All content, materials, and intellectual property displayed or available on the Site, including but not limited to text, graphics, logos, images, software, and multimedia content, are owned by Brandive Media or licensed to us. These materials are protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works of any content without obtaining prior written consent from Brandive Media.

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## 5. User Responsibilities

As a user of the Site, you agree to:

- Use the Site only for lawful purposes and in accordance with these Terms.
- Refrain from uploading or transmitting any harmful, offensive, defamatory, or illegal content.
- Avoid disrupting or interfering with the operation, security, or functionality of the Site.
- Provide accurate and truthful information when interacting with us.

Violation of these responsibilities may result in suspension or termination of your access to the Site and services, as well as potential legal action.

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## 6. Privacy and Data Protection

We value your privacy and are committed to protecting your personal information. Our Privacy Policy outlines the types of data we collect, how it is used, and the measures we take to safeguard it. By using the Site, you consent to the collection and use of your data as described in the Privacy Policy. We encourage you to review the Privacy Policy regularly.

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## 7. Third-Party Links and Resources

The Site may contain links to external websites or resources that are not owned or controlled by Brandive Media. These links are provided for your convenience and informational purposes only. We do not endorse or assume responsibility for the content, privacy practices, or availability of any third-party websites. Accessing such sites is at your own risk.

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## 8. Limitation of Liability

To the fullest extent permitted by law, Brandive Media shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of

profits, data, or business opportunities, arising from or related to your use of the Site or services. Our total liability shall not exceed the amount you have paid to us, if any, for the specific services giving rise to the claim.

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## **9. Indemnification**

You agree to indemnify, defend, and hold harmless Brandive Media, its affiliates, and their respective officers, employees, and agents from any claims, liabilities, damages, losses, or expenses (including legal fees) arising out of or in connection with your use of the Site, breach of these Terms, or violation of any applicable law or third-party rights.

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## **10. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of [Your Jurisdiction], without regard to its conflict of law principles. Any disputes arising out of or related to these Terms or the Site shall be resolved exclusively in the courts of [Your Jurisdiction].

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## **11. Termination of Access**

Brandive Media reserves the right to terminate or suspend your access to the Site and services at its sole discretion, without prior notice, if you violate these Terms or engage in conduct deemed harmful to Brandive Media or other users. Upon termination, your right to use the Site will immediately cease.

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## **12. Contact Information**

For questions, concerns, or inquiries about these Terms or our services, please contact us

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By using this Site, you acknowledge that you have read, understood, and agreed to these Terms and Conditions in their entirety. These Terms constitute the entire agreement between you and Brandive Media regarding your use of the Site and supersede any prior agreements or communications.