

# TERMS AND CONDITIONS

This Agreement was last revised on February 1<sup>st</sup>, 2024.

## 1. OUR INTRODUCTION

Welcome to moonsidemarketing.com ("Website"), operated by Moonside Marketing ("we," "us," or "our").

Your use of our services via this Website is subject to your acceptance of the terms set forth in this agreement. Please be aware that we reserve the right to periodically revise these terms and conditions, with or without prior notice to you. By accessing and using this Website, you confirm that you have reviewed, understood, and agree to comply with these terms and conditions, in conjunction with our Privacy Policy, which is incorporated into this Agreement by reference. If you do not agree to any of these terms, we kindly ask that you refrain from using the Website.

## 2. DEFINITIONS

- **Agreement:** Refers to the agreement between the user and Moonside Marketing, which includes the Terms and Conditions, Privacy Policy, and any other documents provided by the Website.
- **Services:** Denote the various offerings, features, and resources made available to Users through the Website, including but not limited to career guidance, information, articles, guides, and any other related resources.
- **We, Us, and Our:** refer to Moonside Marketing.
- **Website:** includes "**moonsidemarketing.com**" and any future successor Website or affiliates of Moonside Marketing.
- **Platform:** Refers to the entire digital infrastructure provided by moonsidemarketing.com, including its website, applications, tools, and services offered by Moonside Marketing.
- **User, You, Your:** Any individual or entity accessing or utilizing the services offered on moonsidemarketing.com.
- **Subscription Plans:** Various advertising packages available for purchase on moonsidemarketing.com, including Stard One Week, Moving Two Week, and One Month plans.

- **Renewal:** Continuation or extension of a subscription plan on moonsidemarketing.com after the expiration of the initial contracted period.
- **Privacy Policy:** The document outlining how moonsidemarketing.com collects, uses, and safeguards user data and information.
- **Account:** Personalized access granted to a user upon registration on moonsidemarketing.com to manage services and subscriptions.

### 3. INTERPRETATION

- The use of the singular includes the plural and vice versa, and "includes" means "without limitation".
- References to a particular gender include all other genders.
- Any reference to a law includes all its regulations, instruments, consolidations, amendments, re-enactments, or replacements currently in effect.
- Headings, bold text, and italics (if any) are provided for convenience only and do not limit or affect the interpretation of the terms of this Agreement.

### 4. COMMITMENT AND SCOPE

- **Scope.** These Terms govern your use of the Website and the Services we provide. It's important to clarify that these Terms do not apply to any Third-Party Products or Services, as they are governed by their respective terms of service.
- **Eligibility:** Our Services are intended for individuals aged 18 and older. If you're under 18, it's crucial to obtain consent from your parents or legal guardians before accessing our Website and Services.
- **Electronic Communication:** By using this Website or sending e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. You agree to receive electronic communications from us in the same format, and you may retain copies of these communications for your records.

### 5. OUR SERVICES

Moonside Marketing, your premier destination for top-notch social media and email marketing solutions. At Moonside Marketing, we specialize in helping

businesses boost their online presence and engage with their target audience effectively. Whether you're a small startup or a large corporation, we've got you covered with our comprehensive range of services tailored to suit your needs.

At Moonside Marketing, our mission is simple: to empower businesses with the tools and strategies they need to succeed in today's digital landscape. We're committed to delivering exceptional results and helping our clients achieve their marketing goals efficiently and affordably.

## **6. MODIFICATIONS TO THE SERVICE**

We hold the exclusive authority to modify or revise the Terms of Service at any time at our discretion. These changes may involve adding, removing, or altering sections within the Terms. If such revisions occur, we may notify you via email linked to your account or by publishing an updated version on our website. Your continued use of the website after these changes indicates your acceptance and adherence to the revised Terms.

## **7. DATA PRIVACY**

Safeguarding user privacy and maintaining the confidentiality of personal information is of utmost importance to us. Any personal data, including but not limited to user details, subscription information, and banner submissions, are treated with the highest regard for confidentiality and in strict compliance with our Privacy Policy.

We are committed to ensuring that all user data and information submitted or shared with Moonside Marketing are handled securely and responsibly. Our Privacy Policy outlines the measures taken to protect the confidentiality, integrity, and security of user data, detailing how we collect, store, use, and disclose personal information.

All personal data provided during the subscription process or banner submissions will be used solely for the intended purposes as outlined in our Privacy Policy. Moonside Marketing will not disclose or share user information with any third parties unless explicitly consented to by the user or as required by law.

We encourage our users to review our Privacy Policy to understand how their personal data is managed and protected. Should you have any queries or concerns regarding your privacy or data protection practices, please do not hesitate to contact our dedicated support team. Your trust in Moonside Marketing is paramount, and we are dedicated to upholding the highest standards of data privacy and security for our users.

## **8. SERVICE AVAILABILITY**

Our commitment lies in providing seamless and uninterrupted services to our users. We endeavor to maintain a continuous and accessible platform experience. However, to ensure the platform's reliability and performance, there might be instances where maintenance, updates, or enhancements are necessary. During these scheduled periods of maintenance or updates, temporary interruptions in service might occur.

Moonside Marketing operates with transparency and values user experience; therefore, any planned maintenance or updates that may potentially affect service availability will be communicated to users well in advance. Prior notifications will be sent to our users, providing comprehensive details regarding the nature, duration, and expected impact of the maintenance or updates. These notifications aim to keep our users informed, allowing them to plan and accommodate any temporary interruptions that might arise due to the maintenance activities.

Our priority is to swiftly execute these activities with minimal disruption to your Moonside Marketing experience. We appreciate your understanding and cooperation as we work diligently to enhance our platform, ensuring its efficiency, security, and optimal performance for your benefit.

## **9. ENGAGEMENT ANALYTICS**

MoonsideMarketing.com employs cutting-edge engagement analytics tools to offer clients real-time insights into the performance of their social media and email marketing campaigns. Our analytics services go beyond conventional metrics, providing detailed reports on user interactions, click-through rates, and audience demographics. This wealth of information empowers clients to make data-driven decisions, optimizing their strategies for optimal results.

## **10. EMERGING TRENDS FORECAST**

In line with our commitment to staying abreast of industry dynamics, MoonsideMarketing.com introduces an exclusive service - Emerging Trends Forecast. This service provides clients with expert forecasts on emerging trends in social media and email marketing. Our forward-looking analysis equips clients with the knowledge to proactively adapt their strategies, ensuring they not only keep pace with but also lead industry developments. This proactive approach positions our clients at the forefront of the ever-evolving landscape, fostering sustained success in the digital realm.

## **11. DYNAMIC CONTENT OPTIMIZATION**

At MoonsideMarketing.com, we leverage state-of-the-art technologies for Dynamic Content Optimization. Through the implementation of advanced machine learning algorithms, our platform performs continuous analyses of user preferences and engagement patterns. This dynamic approach allows us to tailor content in real-time, ensuring that each piece is optimized for maximum impact. The result is heightened user engagement and increased conversion rates, providing our clients with a competitive edge in the dynamic digital landscape.

## **12. MULTICHANNEL INTEGRATION**

Understanding the significance of a unified marketing strategy, MoonsideMarketing.com excels in providing seamless Multichannel Integration capabilities. Our platform empowers clients to effortlessly synchronize and manage their social media and email campaigns. This streamlined approach not only simplifies marketing efforts but also enhances overall brand consistency. By offering a harmonious integration of multiple channels, we enable our clients to

present a unified and cohesive brand image across various platforms, reinforcing their market presence and impact.

## 13. ORDER AND PAYMENT

### **Order Clause:**

Customers placing orders on MoonsideMarketing.com acknowledge and agree to the following terms:

1. **Subscription Packages:** MoonsideMarketing.com offers subscription packages that determine the frequency of posts per week, ad budget, and other related services.
2. **Cancellation Policy:** As a digital product with a monthly subscription model, customers have the flexibility to cancel their subscription at any time before the next payment cycle. It's important to note that MoonsideMarketing.com does not offer refunds, given the nature of the digital services provided.

### **Payment Clause:**

1. **Payment Methods:** MoonsideMarketing.com accepts payments through various methods, including credit/debit cards, online transfers, and other secure payment gateways.
2. **Subscription Fees:** Customers are required to pay the designated subscription fee based on their chosen package. The fees are automatically deducted on a monthly basis unless the subscription is canceled before the next payment cycle.
3. **Initial Payment:** For certain services or packages, an initial payment is required upon sign-up. This may include an immediate payment through RTGS with a specified UTR number, a cheque payment, and a portion in cash if applicable. Customers are required to adhere to the specified payment methods and details provided during the sign-up process.
4. **Refund Policy:** Due to the digital and service-oriented nature of our offerings, MoonsideMarketing.com does not provide refunds for any payments made. All sales are final.

By placing an order and making a payment on MoonsideMarketing.com, customers acknowledge and accept these terms and conditions related to orders, cancellations, and payments.

## **14. LIMITED GUARANTEE**

Upon availing of our services, you are given the chance to take advantage of the Services offered on our Website. Please note that we do not provide any assurance or warranty that the Course and/or Service descriptions are precise, comprehensive, trustworthy, up-to-date, or free of errors. If you find that a Service provided by the Website is not as described, your only recourse is to notify us and we will take appropriate measures to address the issue.

## **15. GEOGRAPHIC RESTRICTION**

We retain the right, though not obligated, to restrict the use or provision of any course or service to any individual, location, or jurisdiction. We may exercise this right as required. We hold the authority to suspend any service at any moment. Any attempt to provide a service as advertised on our website will be deemed invalid if prohibited by law.

## **16. EXCLUSIVE BETA FEATURES ACCESS**

At MoonsideMarketing.com, we value our subscribers' input and commitment to our platform's growth. Subscribers gain privileged access to exclusive beta features and experimental tools that are currently under development. This unique offering enables clients to test these features firsthand and provide valuable feedback. By doing so, subscribers actively influence the evolution of our platform and get a preview of upcoming functionalities before their official launch. This collaborative approach ensures that our clients remain at the forefront of innovation, gaining early access to cutting-edge tools that enhance their marketing strategies.

## **17. CONTINUOUS LEARNING RESOURCES**

MoonsideMarketing.com is not just a platform; it's a knowledge hub dedicated to the continuous learning and empowerment of our clients. We provide an

extensive and curated library of educational resources, including webinars, tutorials, and industry insights. This commitment emphasizes our belief in the importance of equipping clients with the knowledge and skills required to navigate the ever-evolving landscape of digital marketing successfully. Through these resources, we empower our clients to stay informed, adapt to emerging trends, and achieve sustained success in their marketing endeavors.

## **18. AI-DRIVEN AD SPEND OPTIMIZATION**

At MoonsideMarketing.com, we revolutionize the way clients manage their advertising budgets through AI-driven ad spend optimization. Our platform harnesses the power of artificial intelligence algorithms to autonomously allocate budgets across various campaigns based on real-time performance metrics. This sophisticated approach ensures that clients achieve the highest possible return on investment by directing resources where they yield the most significant impact. This clause underscores our commitment to maximizing advertising efficiency through intelligent automation, providing clients with a strategic advantage in their marketing endeavors.

## **19. GENERAL CONDITIONS**

- We do not assure the accuracy, entirety, validity, or punctuality of the information provided on our website.
- We retain the right to introduce substantial alterations to these terms and conditions periodically, and we may inform you of these modifications through conspicuous posting on the website or via email communication.
- The website is granted to you under a restricted, non-exclusive, non-transferable, and non-sublicensable license. This license is solely for the purpose of utilizing the Service for your individual, private, and non-commercial use. It is subject to all the terms and conditions contained within this Agreement, particularly those relating to the Service.

## **20. LIABILITY LIMITATION**

Moonside Marketing absolves itself from any liability arising from both direct and indirect damages incurred due to the use or inability to use the platform. Users



explicitly acknowledge and accept this limitation of liability as part of their engagement with Moonside Marketing.

While we at Moonside Marketing strive for an optimal user experience and seamless platform functionality, we cannot guarantee or be held responsible for the outcomes resulting from the utilization of our services. Users recognize that their interaction with the platform is at their own discretion and risk.

This limitation of liability encompasses any potential losses, damages, or inconveniences experienced while accessing or utilizing Moonside Marketing's services. Whether it pertains to interruption of service, inaccuracies, errors, or any adverse effects stemming from the use of our platform, users are solely responsible for their engagement.

It is important to note that this limitation of liability applies irrespective of whether the damages or losses were foreseeable or unforeseeable, directly or indirectly linked to the use of Moonside Marketing.

By accessing or continuing to use our platform, users unequivocally agree to waive any claims against Moonside Marketing and acknowledge that the platform cannot be held accountable for any resultant damages or losses incurred during their interaction with the service.

## **21. USER RESPONSIBILITIES**

Users bear the responsibility of providing banners along with all requested information. Inquiries regarding banner creation should be directed to our dedicated customer service team. Please note that the cost associated with creating banners is not covered within the subscription plans.

It is imperative that users ensure timely delivery of banners and adhere to the specifications and details requested during the submission process. Our customer service team is readily available to assist and address any queries or concerns regarding the creation of banners.

While we aim to provide comprehensive services, the creation of banners falls outside the scope of the subscription plans, and any associated expenses will be discussed and managed separately through our customer service channels.

## **22. INTERACTIVE CONTENT CREATION**

MoonsideMarketing.com offers clients a cutting-edge interactive content creation tool that transcends traditional methods. This innovative tool empowers users to design engaging and interactive content, including quizzes, polls, and surveys, directly within our platform. By incorporating interactive elements into their campaigns, clients can elevate user engagement to new heights and gain valuable insights into audience preferences. This feature exemplifies our dedication to providing clients with tools that not only enhance creativity but also foster meaningful connections with their target audience.

## **23. REAL-TIME COLLABORATION WORKSPACE**

At MoonsideMarketing.com, we prioritize effective teamwork and communication. That's why our platform features a dedicated real-time collaboration workspace, providing clients and their teams with a dynamic environment for content creation, strategy planning, and campaign execution. This collaborative workspace fosters seamless interaction among team members, both internal and external, ensuring that everyone stays on the same page throughout the creative and strategic processes. With MoonsideMarketing.com, clients can experience unparalleled efficiency in their collaborative efforts.

## **24. BEHAVIORAL RETARGETING**

MoonsideMarketing.com is at the forefront of enhancing conversion rates through advanced behavioral retargeting. Our platform utilizes sophisticated tracking algorithms to identify user behaviors, allowing for the customization of retargeting campaigns. By tailoring marketing efforts based on user interactions, MoonsideMarketing.com ensures that clients can re-engage and convert leads effectively. This clause underscores our commitment to leveraging data-driven insights for strategic retargeting, providing clients with a powerful tool to maximize the impact of their campaigns.

## **25. RELEASE**

You agree to release us and our successors from any and all losses, damages, claims, rights, demands, and actions, including personal injury, death, and

property damage, that are directly or indirectly connected to or result from your use of our Services (referred to collectively as "Claims").

## **26. YOUR COMMITMENT AND RESPONSIBILITIES**

- You are required to use the website Service for lawful purposes and comply with all applicable laws.
- You are prohibited from uploading any content that is defamatory, infringes on any trademark, copyright, proprietary rights, or violates anyone's privacy, contains violence, hate speech, or includes any sensitive information about any person.
- You are not permitted to use or access the Website for collecting any market research for competing businesses.
- Without prior permission, you are prohibited from using any device, scraper, or any automated tool to access our Website for any purpose.
- If you come across inappropriate or illegal content, you must inform us immediately.
- You are not allowed to interfere with or attempt to disrupt the proper functioning of the Website through the use of any virus, device, transmission mechanism, software, or routine, or gain access to any data, files, or passwords connected to the Website through hacking, password or data mining, or any other means.
- If you become aware of any unsuitable content, you must inform us promptly. If you discover any content that violates any law, please notify us, and we will review it.

At our discretion, we may deny you access to any portion of the Website or service, without prior notice, and remove any content.

## **27. ADAPTIVE CUSTOMER SEGMENTATION**

At MoonsideMarketing.com, we prioritize personalized marketing strategies, and our platform introduces adaptive customer segmentation to elevate this approach. Recognizing the dynamic nature of user behaviors and preferences, our platform dynamically adjusts customer segments. This ensures that marketing messages remain highly relevant and resonate effectively with evolving target audiences. This clause underscores our commitment to providing clients with

cutting-edge tools that adapt to the ever-changing landscape of consumer preferences, enhancing the effectiveness of their marketing campaigns.

## **28. LEGAL COMPLIANCE ASSISTANCE**

MoonsideMarketing.com is dedicated to supporting clients in maintaining ethical and lawful marketing practices within the digital landscape. Recognizing the complexity of legal compliance in digital marketing, we provide comprehensive assistance and guidance to our clients. This includes ensuring that marketing practices align with relevant regulations and standards. By offering legal compliance assistance, MoonsideMarketing.com demonstrates its commitment to fostering a marketing environment that not only achieves business goals but also upholds ethical and legal standards.

## **29. PREDICTIVE ANALYTICS FOR CONTENT PERFORMANCE**

At MoonsideMarketing.com, we harness the power of predictive analytics to elevate content performance forecasting. Through sophisticated machine learning algorithms, our platform delivers valuable insights into the anticipated effectiveness of different content types. This proactive approach empowers our clients to refine their content strategy based on data-driven predictions. This clause highlights our commitment to providing clients with cutting-edge tools that enable them to stay ahead of content trends and optimize their marketing efforts effectively.

## **30. USAGE OF THIRD PARTY CONTENT**

We at Moonsidemarketing.com cannot be held responsible for all the material posted on the Website, including computer software, and the effects or use of such material. It is not possible for us to review all the material posted, and we do not endorse or believe in the accuracy, usefulness, or harmlessness of the content. The content on the Website may contain technical inaccuracies, typographical mistakes, and other errors, along with offensive, indecent, or objectionable material. Additionally, the material may infringe on the privacy, publicity, intellectual property, and other proprietary rights of third parties, and its use or downloading may be subject to additional terms and conditions. We are

not responsible for any harm or damages resulting from the use or downloading of postings from other parties on the Website.

## **31. EXCLUSION OF LIABILITY**

Please note that all statements, information, articles, and other content available on this website are intended for general informational purposes only and should not be construed as legal advice or a statement of opinion whatsoever. It is the responsibility of the user to conduct their own investigation and research to verify the accuracy of any information, fact, or opinion presented on the site. The use of this website does not establish an attorney-client relationship between the user and any of the contributors, authors, or owners of the site.

Further to this, you acknowledge and agree that:

A) We cannot guarantee the accuracy, completeness, validity, or timeliness of any information provided on our website by us or any third parties, and we shall not be responsible for any materials posted by us or any third party. You must use your judgment, caution, and common sense in assessing any potential methods or offers and any information provided by us or any third party.

B) We shall not be liable for any direct, indirect, consequential, or any other type of loss or damage suffered by a user through the use of our website, including but not limited to loss of data, information, financial or physical loss or damage.

Furthermore, Moonside Marketing shall not be accountable for any indirect, incidental, special, consequential, or exemplary costs, including but not limited to loss of profits, revenue, usage, goodwill, or other intangible losses, resulting from (i) your use or inability to use the Service; (ii) any conduct or content of any third party on the Service; or (iii) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been advised of the possibility of such damage.

## **32. NO RESPONSIBILITY**

We do not assume any responsibility to you for:

- Any losses you incur due to the inaccuracy or incompleteness of the information you provide on our website.
- Any losses you incur if you are unable to use our website at any time.
- Any errors or omissions on our website.
- Any losses you may incur due to reliance on any commentary, postings, or reviews (including those of our partners) on our website.
- Any unauthorized access or loss of personal information that is beyond our control.

### **33. THIRD-PARTY LINKS**

We may include links to websites that are external or operated by third parties ("External Sites"). These links are furnished for your convenience, and they do not imply our endorsement of the content found on these External Sites. The content on External Sites is generated and upheld by third parties. If you have concerns about the content offered on these External Sites, you should reach out to the administrator of those particular External Sites. We bear no responsibility for the content presented on any External Sites linked from our website, and we do not assert the accuracy or dependability of the information contained on such External Sites. It is advisable to exercise caution when downloading files from these External Sites in order to safeguard your computer from viruses and other potentially harmful programs. If you opt to access any of the linked External Sites, you do so at your own discretion and risk.

### **34. CROSS-PLATFORM INTEGRATION**

In acknowledgment of the diverse digital landscape, MoonsideMarketing.com is dedicated to ensuring seamless integration with various social media platforms, email services, and other relevant channels. This commitment is reflected in our platform's ability to unify marketing efforts across different platforms, providing clients with a comprehensive and integrated marketing solution. By seamlessly integrating with existing digital ecosystems, MoonsideMarketing.com enables clients to streamline their marketing processes and achieve a consistent and impactful online presence.

### **35. LOCALIZED SOCIAL MEDIA TREND ANALYSIS**

At MoonsideMarketing.com, we pride ourselves on offering a cutting-edge localized social media trend analysis tool. This feature empowers our clients to stay ahead of regional or niche trends, providing valuable insights into trending topics, hashtags, and cultural nuances specific to different geographic locations. This tool underscores our dedication to helping clients tailor their content strategies to resonate effectively with local audiences, ensuring a more personalized and impactful approach to social media marketing.

## **36. DYNAMIC BUDGET SCALING**

Recognizing the dynamic nature of marketing needs, MoonsideMarketing.com goes the extra mile by offering dynamic budget scaling options. Our clients have the flexibility to adjust their subscription packages, allowing them to scale up or down based on their current marketing requirements. This commitment to flexibility and scalability in budget management sets us apart, enabling our clients to optimize their resources and adapt to changing marketing landscapes effectively.

## **37. COMPREHENSIVE CUSTOMER JOURNEY MAPPING**

At MoonsideMarketing.com, we believe in offering a holistic approach to marketing strategy, and our comprehensive customer journey mapping feature is a testament to that commitment. This tool enables our clients to visualize and analyze user interactions at every touchpoint throughout the customer journey. By providing a clear understanding of the complete customer experience, we empower our clients to refine their marketing strategies for optimal impact, ensuring a more personalized and effective approach to engaging their audience.

## **38. USER BEHAVIOR HEATMAPS AND INSIGHTS**

As part of our dedication to enhancing user experience analysis, MoonsideMarketing.com integrates user behavior heatmaps and insights into its platform. This feature provides clients with a visual representation of how users interact with their digital content, offering valuable insights into user engagement patterns. By leveraging this information, our clients can make informed, data-driven decisions for website and content optimization, ensuring a seamless and engaging user experience.

## **39. PERSONAL INFORMATION AND PRIVACY POLICY**

By accessing or utilizing the Website, you consent to us utilizing, storing, or otherwise processing your personal information in accordance with our Privacy Policy.

## **40. ERRORS, INACCURACIES, AND OMISSIONS**

We have diligently strived to ensure that the information presented on our website is accurate and comprehensive. Nonetheless, we regret any inadvertent errors or omissions that may have arisen. It is important to understand that we cannot assure that your utilization of the website will be entirely devoid of errors, or that it will perfectly align with your intended purposes, occur in a timely manner, or that any potential flaws will be rectified. Furthermore, we are unable to guarantee that the website or the server facilitating its accessibility are free from viruses or glitches, or that the website encapsulates all-encompassing functionality, precision, or dependability. As such, we do not extend any warranty regarding the website's suitability for any specific purpose.

## **41. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

Our website and service are provided without any warranties, express or implied. We make no guarantees that the website will operate without errors or that its content, servers, or service are free from viruses or other destructive features. We disclaim all warranties, including warranties of title, merchantability, non-infringement, and fitness for a particular purpose. We are not liable for any damages resulting from the use or inability to use the website or its content, including unintended, incidental, or substantial damages, lost profits, or damages resulting from lost data or business stoppage. The website may contain technical errors or omissions, and we are not liable for any typographical, technical, or pricing errors unless required by applicable laws. The website may also contain information on services that may not be available in every location. We reserve the right to make changes, corrections, and improvements to the website without notice.

The information provided on our website is general in nature and should not be considered as advice. We do not provide any warranties or representations



regarding the accuracy, completeness, currency, or truthfulness of the information on the website. We do not guarantee that the information will always be available or that it is non-misleading.

## **42. COPYRIGHT AND TRADEMARK**

We have made available certain materials, including graphics, logos, photos, designs, audio recordings, texts, software, and more (collectively referred to as "Content"), which may be owned by us or third parties. Unauthorized use of this Content may infringe on copyright, trademark, and other laws. You are not entitled to any rights in or to the Content, and you may only use the Content as permitted under this Agreement. Any other use requires our prior written consent. You must retain all copyright and other proprietary notices included in the original Content on any copies you make. You are prohibited from modifying or distributing any copyrighted content in any way for any public or commercial purpose.

If you violate any provision of this Agreement, your access to and use of the website will be terminated and you must immediately destroy all copies you have made of the Content.

The trademarks, service marks, and logos used and displayed on the website are registered and unregistered trademarks or service marks belonging to us. Other company, product, and service names displayed on the website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with us, the "Trademarks"). Nothing on the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks without our prior written permission for each such use.

## **43. INDEMNIFICATION**

You are responsible for indemnifying, defending, and holding us and our officers, directors, employees, successors, licensees, and assigns harmless from any claims, actions, or demands, including reasonable legal and accounting fees, resulting from your violation of this Agreement or your unauthorized use of the Website or its Content. If we become aware of any such claim, we will notify you, and you will be responsible for all associated costs. We reserve the right, at our expense, to

take exclusive control and defense of any matter that requires indemnification under this provision. You agree to cooperate with us in defending against such claims, as reasonably requested.

## **44. MISCELLANEOUS**

### **SEVERABILITY**

In the event that any provision of these Terms is deemed unenforceable or invalid, such provision shall be adjusted or eliminated to the extent necessary to ensure that the Terms continue to be fully effective and enforceable.

### **TERMINATION**

**Term.** We reserve the right to cancel or terminate the Services provided to you. We may terminate the Services at any time, with or without cause, by giving you written notice. Such termination will not create any liability for us towards you or any third party.

**Effect of Termination.** In the event of termination of these Terms for any reason, or cancellation or expiration of your Services: (a) we will discontinue providing the Services; (b) you will not be eligible for any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees that you owe us will immediately become due and payable in full, and (d) we may delete your stored data within 30 days. All sections of the Terms that specifically provide for survival, or that are inherently intended to survive, will remain in effect following the termination of the Terms, including, but not limited to, indemnification, warranty disclaimers, and limitations of liability.

### **ENTIRE AGREEMENT**

This Agreement encompasses all the understandings and agreements between the parties related to the subject matter addressed herein.

### **DISPUTE RESOLUTION**

In the event of a dispute between you and the website [www.moonsidemarketing.com](http://www.moonsidemarketing.com), our aim is to resolve the issue quickly and economically. Therefore, you and the mobile application agree that any legal or equitable claim or controversy arising from this Agreement or the Services offered on the website and mobile application (a "Claim") will be resolved according to

the "Dispute Resolution" section that follows. Prior to turning to these options, you agree to contact us directly for assistance in resolving the dispute by visiting Customer Service.

## **ARBITRATION OPTION**

In the event of a claim between you and [www.moonsidemarketing.com](http://www.moonsidemarketing.com), excluding claims for injunctive or other equitable relief, either party seeking relief may opt for cost-effective resolution of the dispute through binding non-appearance-based arbitration. The party initiating arbitration must commence the arbitration through a recognized alternative dispute resolution ("ADR") provider that is mutually agreed upon by both parties. The ADR provider and parties must adhere to the following rules: (a) the arbitration may be conducted by telephone, online, and/or based solely on written submissions, as chosen by the party initiating arbitration; (b) the arbitration won't entail any personal appearance by the parties or witnesses unless mutually agreed by the parties, and (c) the party receiving the award may enter any judgment on the award in any court of competent jurisdiction if an arbitrator renders an award.

## **GOVERNING LAW AND JUDICIAL RECOURSE**

The terms stated in this Agreement will be interpreted and enforced in accordance with the laws of England and Wales, without regard to its conflict of law provisions. Any legal dispute arising from the use of the Website will be subject to the exclusive jurisdiction of the English courts.

## **FORCE MAJEURE**

If an event beyond our reasonable control occurs, including but not limited to, war or terrorism, natural disaster, power outage, riot, civil unrest, or force majeure, and we are unable to fulfill our obligations under these Terms, we will not be held liable to you, your users, or any third party for such failure.

## **ASSIGNMENT**

We reserve the right to transfer or assign this agreement to any third party, including our holding, subsidiaries, affiliates, associates, and group companies, without the need for the User's consent.

## **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at [\*\*support@moonsidemarketing.com\*\*](mailto:support@moonsidemarketing.com).