

# TERMS OF SERVICES

**Welcome to our Website <https://targetsmarketagency.com>.**

By using our Website and/or Services, You are agreeing to comply with and be bound by the following Terms of Services. Please review the following Terms of Services carefully. If You do not agree to these Terms of Services, You should not use this Website. The term “Company”, or “Us”, or “We”, or “Our” refers to company **Target Market Agency LP**, located at: Inniscarra, Main Street, Rathcoole, Dublin, D24 E029, Republic of Ireland. The term “You” refers to the user, viewer of Our Website, Advertisers and Affiliates.

## **Acceptance of Agreement.**

As a condition of using our Website (the "Website ") and Services, You agree to the terms and conditions set out in this Terms of Services Agreement ("Agreement").

This Agreement contains the entire agreement and understanding among Us and You, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the Website, the content, products or services provided by or through the Website (collectively – “Services”), and the subject matter hereof.

This Agreement sets out the rights and obligations of all users regarding the use of the Services.

Your access to and use of the Services is conditioned on Your acceptance of and compliance with this Agreement. This Agreement applies to all visitors, users and others who access the Website or participate in provision and/or use the Services.

By accessing the Website or participating in the provision and/or using the Services You agree to be bound by this Agreement. If You disagree with any provision or part of this Agreement then You may not access the Website or participate in the provision and/or use the Services.

You represent that You are over the age of 18. The Company does not permit those under 18 to participate in the provision and/or use the Services.

**We may make improvements or changes in the information, Services, and other materials on this Website, or terminate this Website at any time. We may modify this Agreement at any time, and such modifications will be effective immediately upon posting of the modified Agreement. Accordingly, You agree to review the Agreement periodically, and Your continued access or use of this Website will be deemed Your acceptance of the modified Agreement.**

**Your access to and use of the Services is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company and Advertising Policy of the Company (applicable to the services related to advertising activity). Please read Our Privacy Policy and Advertising Policy (applicable to the services related to advertising activity) carefully before using Our Services.**

Copyright.

**All materials appearing on the Website are protected by worldwide copyright laws and related international treaties. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the**

**materials appearing on the Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.**

Limited License; Permitted Uses.

**You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Website strictly in accordance with this Agreement; (b) to use the Website solely for internal, personal, non-commercial purposes; and (c) to print out discrete information from the Website solely for internal, personal, non-commercial purposes and provided that You maintain all copyright and other policies contained therein.**

### **Restrictions and Prohibitions on Use.**

Your license for access and use of the **Website** and any content therein are subject to the following restrictions and prohibitions on use. You are not permitted to: (i) copy, republish, display, distribute, transmit, sell, or otherwise make available in any form or by any means all or any portion of the Website or any content and materials retrieved therefrom; (ii) use the Website or any materials obtained from the Website to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (iii) create compilations or derivative works of any content and materials from the **Website**; (iv) use any content and materials from the **Website** in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (v) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Website; (vi) make any portion of the Website available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (vii) remove, decompile, disassemble or reverse engineer any Website software or use any network monitoring or discovery software to determine the Website architecture; (viii) use any automatic or manual process to gather information from the Website; (ix) use the Website for the purpose of gathering information for or transmitting unsolicited commercial email, email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and unsolicited telephone calls or

facsimile transmissions; (x) use the Website in a manner that violates any state and international law and regulation.

### **Registration.**

Certain sections of, or offerings from, the **Website may** require You to register and account. If registration is requested, You agree to provide Company with accurate, complete registration information. Your registration must be done using Your real name, data and accurate information. Each registration is for Your personal use only and not on behalf of any other person or entity. We do not permit (a) any other person using the registered sections under Your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

### **Errors, Corrections and Changes.**

We do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Website will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Website at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Website.

### **Third Party Content.**

Third party content may appear on the Website or may be accessible via links from the Website. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Website. You understand that the information and opinions in the Third-party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect Our belief.

### **Unlawful Activity.**

Upon receiving a complaint or claimed violation of this Agreement, We retain the right to investigate and take any action We deem necessary, including but not

limited to reporting any suspected illegal behavior to law enforcement authorities, regulators or other Third parties, including providing any information required or necessary to such persons or organizations relating to Your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

**Nontransferable.**

Your right to access and use the Website cannot be transferred or assigned. Any password or permission granted to You in order to receive information or documents is non-transferable and non-assignable under any circumstances.

**Indemnification.**

You undertake to indemnify, defend, and hold Us and Our partners, agents, officers, directors, employees, subcontractors, successors, assigns, Third-party suppliers of information and documents, lawyers, advertisers, product and service providers, and affiliates harmless from any liability, loss, claim, or expenditure (including reasonable attorney's fees) arising out of or in connection with Your violation of this Agreement or use of the Website, Services.

**Disclaimer.**

By using this Website and/or Services, You agree as follows:

The information, content and documents from or through the Website are provided “As-Is,” “As Available,” with “all faults”, and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). Company assumes no responsibility or liability for any errors or omissions in the content of this Website. The information and Services may contain bugs, errors, problems or other limitations. The information contained in this Website is provided for informational purposes only, and should not be construed as any kind of advice on any matter. We and Our affiliated parties have no liability whatsoever for Your use of any information or Services. In particular, but not as a limitation thereof, We and Our affiliated parties are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the

possibility of such damages. The negation and limitation of damages set forth above are fundamental elements of the basis of the bargain between Us and You. This Website and the Services and information presented would not be provided without such limitations. No advice or information, whether oral or written, obtained by You from Us through the Website or otherwise shall create any warranty, representation or guarantee not expressly stated in this Agreement.

All responsibility or liability for any damages caused by viruses contained within the electronic file containing a form or document is disclaimed.

The contents and all information of this Website is provided as an information guide only. Whilst every effort has been made to ensure the accuracy of the information/material contained on the Website, the Company assumes no responsibility for and gives no guarantees, undertakings or warranties concerning the accuracy, completeness or up to date nature of the information provided on the Website and does not accept any liability whatsoever arising from any errors or omissions.

### **Limitation of Liability.**

Under no circumstances shall Company or its affiliates, partners, suppliers or licensors be liable for any indirect, incidental, consequential, special or exemplary loss, injury, claim, liability or damages arising out of or in connection with a) any errors in or omissions from the Website or any Services obtainable therefrom, (b) the unavailability or interruption of the Website or any features thereof, (c) Your use of the Website, (d) the content contained on the Website, or (e) Your access or use or inability to access or use the Website and/or Services.

Without limiting the generality of the foregoing, Company's aggregate liability to You (whether under contract, tort, statute or otherwise) in connection with any claim arising out of or relating to the Website and/or Services, the information provided herein or hereby shall not exceed the amount 300 USD (three hundred dollars) and that amount shall be in lieu of all other remedies which You may have against Us. The foregoing limitation will apply even if the above stated fails of its essential purpose.

### **Links and Third-Party Websites.**

This Websites may contain links to other websites and resources provided by Third parties. These links are provided for Your convenience only. We have no control over the content of Third-party websites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the Third-party websites or resources linked to this Site, You do so entirely at Your own risk and subject to the terms and conditions for such websites. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with Your use or reliance on any such content, information, goods, or services available on or through any such Third-party website or resource.

### **Entire Agreement.**

This Agreement constitutes the entire agreement between You and Us with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between You and Us with respect to the subject matter hereof.

### **Changes to the Agreement.**

We may revise and update this Agreement from time to time at Our sole discretion. All changes are effective immediately when We post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website and Services following the posting of revised Terms of Services means that You accept and agree to the changes. You are expected to check this page from time to time, so You are aware of any changes, as they are binding on You.

### **Privacy Policy.**

Your use of the Website is also subject to the Company's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Services.

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

This Agreement shall be governed by, and construed and interpreted in accordance with the law of the Republic of Ireland.

If You have any concern or dispute about the access to or use of Website or Services, You agree to first try to resolve the dispute informally by contacting the Company.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. In the event that a dispute arises between the Parties regarding or relating to this Agreement, the prevailing Party shall be entitled to recover the full amount of their attorneys' fees, expert fees and costs incurred in connection with such dispute.

## **Legal Compliance.**

As a condition to Your use of the Website and Services, You warrant to Company that You will not use the Website and Services for a purpose that is unlawful or prohibited by this Agreement.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding Your use of the Website and the content and materials provided therein and Services.

## **Final Provisions.**

Wherever the singular is used in these Terms of Services the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.



The captions contained in these Terms of Services are for reference purposes only and are not part of these Terms of Services.

Any part, provision, representation or warranty of these Terms of Services which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of these Terms of Services which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**Questions, Complaints or Concerns.**

If You have any queries, comments, complaints or requests regarding these Terms of Services please do not hesitate to contact us at: [info@targetsmarketagency.com](mailto:info@targetsmarketagency.com)