

TERMS AND CONDITIONS

Effective Date: 1st August 2024

Welcome to Being Company! These Terms and Conditions outline the rules and regulations for using our website, mobile app, and digital marketing services. By accessing or using any part of Being Company's website or services, you agree to these terms. If you disagree with any part, you should stop using our website or services immediately.

1. Definitions

- “Company” refers to Being Company.
- “User” or “You” refers to any person or entity accessing our website, mobile app, or services.
- “Services” refers to the digital marketing services we offer, including social media marketing, email campaigns, content creation strategies, and any associated services.

2. Use of Services

By accessing or using our services, *you agree to:*

- Use the services only for lawful purposes.
- Provide accurate and current information when requested.
- Refrain from disrupting or attempting to disrupt our website or services.

You must not:

- Use our services to violate any laws, regulations, or third-party rights.
- Engage in harmful or fraudulent activity, including hacking, distributing malware, or unauthorized access to user accounts.
- Misrepresent your identity, intentions, or affiliations.

3. Intellectual Property

All content on our website—including text, graphics, logos, designs, and software—is the exclusive property of Being Company and is protected under applicable copyright and trademark laws.

You must not:

- Copy, reproduce, or modify any part of our website or services without prior written permission from Being Company.
- Use our logos, trademarks, or content in a manner that suggests association or endorsement without explicit consent.

4. User-Generated Content

If users are allowed to create or share content on our platform, *the following applies:*

- **Ownership:** You retain ownership of any content you create. However, by posting on our website or services, you grant Being Company a worldwide, royalty-free, and non-exclusive license to use, distribute, modify, and display your content.
- **Responsibility:** You are solely responsible for the content you post. You agree not to post any material that is offensive, defamatory, illegal, or infringes on the intellectual property rights of others.
- **DMCA Notice:** If any content on our platform is suspected of copyright infringement, we will respond to valid DMCA takedown notices and remove infringing content promptly.

5. Termination

We reserve the right to suspend or terminate your access to our website or services at any time, without notice, for any reason, including but not limited to:

- Violation of these Terms and Conditions.
- Engaging in fraudulent or harmful activities.
- Failure to comply with applicable laws and regulations.

Upon termination, your right to use our services will immediately cease, and we may delete any associated data or content.

6. Links to Other Websites

Our website may contain links to third-party websites or services that are not owned or controlled by Being Company. We do not endorse or assume any responsibility for the content, privacy policies, or practices of these third-party sites.

By accessing such links, you *agree* that Being Company is not liable for any damages or losses incurred in connection with third-party websites. We recommend that you read the terms and privacy policies of any third-party sites you visit.

7. Limitation of Liability

To the fullest extent permitted by law, Being Company, its employees, affiliates, and agents will not be held liable for any indirect, incidental, special, or consequential damages, including loss of profits, data, or business opportunities, arising from your use of or inability to use our services.

Our total liability for any claim arising out of these terms is limited to the amount you paid (if any) for our services.

8. Indemnification

You *agree* to indemnify and hold harmless Being Company, its employees, affiliates, and agents from any claims, damages, losses, liabilities, or expenses (including legal fees) arising from:

- Your violation of these Terms and Conditions.
- Your misuse of our services or website.
- Any third-party claims arising from content you post or activities you engage in on our platform.

9. Prohibited Activities

By using our website or services, you *agree not to*:

- Engage in any illegal, harmful, or fraudulent activities.
- Post content that violates the rights of others, including intellectual property or privacy rights.
- Introduce malicious software, viruses, or other harmful technology.
- Attempt to bypass security measures or interfere with the functionality of the website or services.

10. Changes to These Terms

Being Company reserves the right to modify or update these Terms and Conditions at any time. Any changes will take effect immediately upon posting on our website. It is your responsibility to review the terms regularly. Your continued use of the services following any updates constitutes acceptance of the revised terms.

11. Contact Information

If you have any questions or concerns regarding these Terms and Conditions, please contact us at **being.inquiries@gmail.com**