

# **TERMS AND CONDITIONS**



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## 1. Intellectual Property and Acceptable Use

All content on the website is the property of Deep Purple LLC, its affiliates, or other relevant third parties. In these terms and conditions, "Content" refers to any information stored on a computer, including text, graphics, images, audio, video, software, data compilations, page layout, underlying code, and software. By using the website, you acknowledge that this Content is protected by copyright, trademarks, database rights, and other intellectual property rights. Nothing on this site grants any license or right to use any trademark, logo, or service mark displayed without prior written permission.

For personal, non-commercial use, you may retrieve, display, and view the Content on a computer screen. Any reproduction, modification, copying, distribution, or commercial use of the Content requires written permission from Deep Purple LLC.

#### 2. Services Offered

Deep Purple LLC a company registered in Euro House, Richmond Hill Road P. O. Box 2897, Kingstown, VCO100, Saint Vincent and the Grenadines under registration number 2603 LLC 2022 provides marketing services to corporate clients. The scope of services, deliverables, and any limitations are outlined in separate agreements or project-specific documents agreed upon by both parties.

### 3. Payment Terms

Clients are invoiced according to the terms outlined in the service agreement.

## 4. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information exchanged during the course of the engagement. The obligations of confidentiality extend beyond the termination of the agreement.

#### 5. Prohibited Use

The MediaBoz website must not be utilized for activities that cause damage, interfere with others' use or enjoyment, or violate any applicable law. Engaging in harmful, unlawful, abusive, harassing, threatening, or

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objectionable activities is strictly prohibited. Making, transmitting, or storing electronic copies of copyrighted Content without permission is also expressly disallowed.

#### 6. Links to Other Websites

The MediaBoz website may feature links to other sites not under the control of Deep Purple LLC or its affiliates. The company assumes no responsibility for the content of such external websites and disclaims liability for any loss or damage arising from their use. Inclusion of a link does not imply endorsement.

#### 7. Content Liability

Deep Purple LLC shall not be held responsible for any content that appears on your website. By agreeing to these Terms and Conditions, users agree to protect and defend Deep Purple LLC against any claims arising from content on their websites. No link(s) should appear on any website that may be interpreted as libelous, obscene, or criminal or that infringes upon, violates, or advocates the infringement or violation of any third-party rights.

#### 8. Your Privacy

Please refer to the Privacy Policy for details.

# 9. Reservation of Rights

Deep Purple LLC reserves the right to request the removal of all links or specific links to its website. Users agree to promptly remove all links upon request. The company also reserves the right to amend these Terms and Conditions and its linking policy at any time. Continuous linking to the website implies agreement to be bound by and adhere to these linking Terms and Conditions.

#### 10. Removal of Links from Our Website

If users find any link on the Deep Purple website offensive, they are encouraged to contact and inform Deep Purple at any time. While the company considers requests to remove links, it is not obligated to do so or respond directly to the user.

Deep Purple does not guarantee the accuracy or completeness of the information on its website and does not warrant its availability or that the material on the website is kept up to date.

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#### 11. Disclaimer

To the maximum extent permitted by applicable law, Deep Purple LLC excludes all representations, warranties, and conditions regarding its website and the use of the website. Nothing in this disclaimer will limit or exclude liability for death or personal injury, fraud, or any liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set forth in this Section and elsewhere in this disclaimer are subject to the preceding paragraph and govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty. As long as the website and its information and services are provided free of charge, Deep Purple LLC will not be liable for any loss or damage of any nature.

#### 12. Client Obligations

Clients are responsible for providing necessary information, approvals, and access to resources required for the provision of marketing services by Deep Purple LLC.

#### 13. Force Majeure

Neither party shall be held liable for any delay or failure to fulfil its obligations under the agreement due to events beyond their reasonable control.

## 14. Dispute Resolution

Any disputes, controversies, or claims arising out of or relating to this agreement, including its formation, interpretation, breach, termination, or validity, shall be resolved through arbitration in accordance with the laws of Saint Vincent and the Grenadines.

The parties agree to participate in good faith in the arbitration process, conducted by a neutral arbitrator appointed by mutual agreement or as per the rules of a recognized arbitration institution in Saint Vincent and the Grenadines. The arbitration proceedings shall take place in Saint Vincent and the Grenadines.

The decision or award rendered in the arbitration shall be binding on both parties and may be entered as a judgment in any court of competent jurisdiction. The costs associated with the arbitration, including attorney fees and arbitrator fees, shall be borne as determined by the arbitrator or in accordance with applicable laws of Saint Vincent and the Grenadines.

The parties hereby consent to the exclusive jurisdiction of the courts of Saint Vincent and the Grenadines for any litigation related to the enforcement of the arbitration agreement or the arbitration award.

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# 15. Termination

Termination may occur under specified conditions outlined in the individual service agreement.