

Terms of Use

Last updated: 01.02.2024

1. Application and Purpose

Please read these Terms of Use carefully. These terms govern and apply to all and any use, access, and availability of the Website (as defined below).

By accessing the Website (and each time that you do so) you signify that you have read, understand, accept without modifications, and agree to be bound by these Terms of Use (including any terms incorporated herein by reference).

If you do not agree to or accept the Terms of Use, you are not allowed to access or use the Website, and you must promptly cease any use of it. If you are acting as a representative of an organization, you affirm that you have the authority to accept these Terms of Use and establish a legally binding agreement with us on behalf of that organization. These Terms of Use apply to all Materials and it is important to carefully read and consider its terms before using, referring to, or relying upon any Materials.

2. Definitions

“Affiliate” means any person associated with us, a person over whom we have control and who has the same control over the Website as we do.

“Spex Marketing Agency”, “we”, “us” or “our” means SPEX MARKETING AGENCY LIMITED, having address: Georgiou Gennadiou, 10 Agathangelos Court, Flat/Office 203, 3041, Limassol, Cyprus, incorporated with company number HE 455205, that made available this Website.

“Intellectual property” means any names of services and products, logos, trademarks and other marks, copyrighted content, designs, drawings, animations, videos, pictures, etc., which are available on the Website or otherwise provided by us.

“Materials” means any information, data, content, and materials published on the Website or communicated by us or on our behalf through the Website or otherwise.

“Website” means Spex Marketing Agency website available at www.spex-marketing-agency-ltd.com including any of its subdomains.

“you”, or “your” means you as a user of the Website.

3. Our business

Spex Marketing Agency is a media company whose business is affiliate marketing. We provide services like pay-per-click advertising, which helps you get more visitors to your website,

search engine optimization to improve your online visibility, and traffic management to make sure your website runs smoothly. We use our knowledge and creative ideas to create customized marketing plans for our clients.

4. Grant of access

Upon your consent, acceptance, and compliance with the Terms of Use, we hereby provide you with a limited, temporary, non-exclusive, revocable right to access and utilize the Website for its intended purposes as outlined in the Terms of Use.

Your use and access of the Website shall adhere to and not violate the terms of these Terms of Use. Your right to access will remain valid until termination, which may occur upon any of the following events: (i) expiration or termination of these Terms of Use, (ii) your violation of these Terms of Use, or (iii) our sole and absolute discretion to terminate the access with or without reason.

5. Copyright Policy

The Website may contain Intellectual Property that is owned by us, our Affiliates, or other relevant rights holders. Unless explicitly stated otherwise in these Terms of Use, you do not acquire any rights, title, or interest in or to such Intellectual Property. We, along with our Affiliates and respective rights holders, retain all rights, including the right to prohibit any use of such Intellectual Property at any time. It is strictly prohibited to obscure, remove, or alter any marks or notices displayed on the Website. Any rights not expressly granted to you under the access are reserved by us, our Affiliates, and/or other applicable rights holders.

Copying, reproducing, or imitating the Website, its elements, or components, in whole or in part, without our prior written permission is strictly prohibited.

The Website may contain Intellectual Property that is owned by us, our Affiliates, or other relevant rights holders. Unless explicitly stated otherwise in these Terms of Use, you do not acquire any rights, title, or interest in or to such Intellectual Property. We, along with our Affiliates and respective rights holders, retain all rights, including the right to prohibit any use of such Intellectual Property at any time. It is strictly prohibited to obscure, remove, or alter any marks or notices displayed on the Website. Any rights, not expressly granted to you under the access, are reserved by us, our Affiliates, and/or other applicable rights holders.

Copying, reproducing, or imitating the Website, its elements, or components, in whole or in part, without our prior written permission is strictly prohibited.

We respect the intellectual property rights of others. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Website, you must submit your notice in writing to the attention of our copyright agent via email and include in your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any content is infringing your copyright.

6. Important Disclaimers

Information purposes only

The information provided on the Website is solely intended for informational purposes, and nothing within the Materials should be construed as a promise, warranty, or representation. It is not advisable to solely rely on the Materials, either in their entirety or partially when making any decisions. We cannot guarantee the accuracy or completeness of the Materials. Therefore, any use of the Materials is entirely at your own discretion and risk. You bear sole responsibility for any potential damages or losses that may arise from such use. You should always conduct your own independent research and thorough investigation.

No advice

Any information provided by us via the Website, including presented in these Terms of Use, the Materials and other content on the Website, or information otherwise provided by us, shall not be construed as business, legal, financial, investment, or tax advice, unless otherwise expressly stated by us. We recommend you seek guidance from your own professional advisors, such as legal, financial, regulatory, investment, tax, or other experts, regarding the Materials and any other information available on the Website or provided by us.

No Offer

The Materials do not constitute a recommendation to use Spex Marketing Agency products or services offered by us or on our behalf. Moreover, the Website or the Materials may mention or refer to third-party services or products, but we do not endorse, recommend, or solicit the use of such third-party services or products. Any decision to use them is solely at your own risk and discretion. It is essential to verify that the information you believe is provided by us is indeed shared by our authorized representatives.

Nothing provided by us should be solely relied upon or used as a basis for any contract or decision. Prior to making any decisions, it is strongly recommended to consult your own legal or financial advisor for guidance.

No warranty

Unless otherwise provided in these Terms of Use, the information on our Website is provided to you on an "as is", and "as available" basis without any express or implied warranties. In particular, the company does not provide any express or implied warranties of accuracy, fitness for a particular purpose, non-infringement, reliability, security, timeliness, or completeness. We do not warrant that the Website is free of viruses or other harmful components.

No liability

To the maximum extent permitted under the applicable law, in no event shall Spex Marketing Agency be liable or responsible for any direct, indirect, special, punitive, or consequential damages of any kind, arising out of these terms or your use of or inability to use the Website regardless of whether we have been advised of the possibility of such damages or losses. Access to and use of the Website is at your own risk. You are solely responsible for all damage to your computer system or loss of data.

Spex Marketing Agency obligations with respect to its products and services provided not via Website, are governed solely by the agreements under which they are provided.

Waiver

You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above from the Spex Marketing Agency. Neither this Section nor anything in these Terms of Use limits or is intended to limit liability arising from fraud, intentional misconduct, or gross negligence.

7. Personal Data

Please learn more about how we process your personal data in our Privacy Notice.

8. Third-Party Content

The Website may present content, advertisements, and promotions from third parties (hereinafter referred to as "Third-Party Content"). To the maximum extent permitted by applicable law, we do not have control over, endorse, or adopt any Third-Party Content. We provide no representations or warranties of any kind concerning such Third-Party Content, including its accuracy or completeness. You acknowledge and agree that any interactions you have with third parties providing Third-Party Content are solely between you and those third parties. Spex Marketing Agency assumes no responsibility or liability in any way for such interactions or the Third-Party Content itself.

9. Miscellaneous

Entire agreement

These Terms of Use and any other documents incorporated by reference herein constitute the entire agreement between you and us and supersede all prior and contemporaneous understandings, writings, letters, statements, or promises, both written and oral, between you and us regarding the subject matters hereof

Interpretation

Use of the word 'including' in these terms and conditions means including without limitation.

Severability

If any part of these Terms of Use is found to be unenforceable, it will be construed as far as possible to reflect the intention and the remainder of the provisions will remain in full force and effect.

Applicable law

These Terms of Use and use of the Website are subject to the laws of Cyprus which shall exclusively govern the interpretation, application, and effect of all the above provisions, exclusions, and other terms.

Language

Currently, only the English version of the Website interface and the Terms of Use are considered official. The English version shall prevail over any other language in any other version.

Assignment

You shall not have the right to assign or transfer any rights or obligations under these Terms of Use without our prior written consent. We are entitled to transfer or assign these Terms of Use, including any rights and obligations hereunder to any third party and no such transfer or assignment shall require your additional consent or approval.

Modification

We reserve the right to make updates to or modify our Website, including changing or supplementing these Terms of Use, from time to time. If we make changes to the Terms of Use, we will update the "Last Updated" date at the top of this document. By accessing this Website, you will confirm your acceptance and will be legally bound by the modified or revised Terms of Use from the first time you use the Website after the changes have been made. You are solely responsible for checking to see if any changes have been made to these Terms of Use.

Communication

All questions, comments, or inquiries shall be directed by email to info@spex-marketing-agency-ltd.com or by phone to +380952193076.