



**BEST
GLOBAL
AGENCY**

MARKETING | BRANDING | WEBSITE DESIGN-DEVELOPMENT

Bryнна Gozde Gultoprak, *Founder*

info@bestglobalagency.com

San Diego, California

TERMS OF SERVICE

Last modified: September 2024

These Terms of Service ("Agreement") are between you ("You") and Best Global Agency LLC, a California limited liability company ("Best Global Agency"), and govern Your use of this website and its related services, including all content, designs, hosting, and related services provided in connection therewith, all of which together constitute the "Site."

1. ADDITIONAL TERMS

Certain features of the Site may be subject to additional terms ("Additional Terms") presented in conjunction with such features. You must agree to any applicable Additional Terms before using the features of the Site to which they apply. Unless otherwise specified, all Additional Terms are incorporated into this Agreement. If any Additional Term is inconsistent with the provisions of this Agreement, the Additional Term will prevail for the specific feature of the Site to which it applies.

2. ACCEPTANCE OF AGREEMENT

By clicking the "I Agree" button or by accessing and using the Site, You (a) agree to be bound by this Agreement; (b) represent and warrant that You are at least 18 years old or are authorized to act on behalf of a legal entity; (c) agree to provide accurate, current, and complete information when required in connection with the Site; and (d) represent and warrant that Your use of the Site will comply with this Agreement and all applicable laws. If You are a third party accessing an account on behalf of an account owner, You agree that this Agreement applies to Your activities on behalf of such account owner. If this Agreement or any future changes are not acceptable to You, Your sole remedy is to discontinue use of the Site.



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3. MODIFICATIONS

Best Global Agency may modify this Agreement at any time at its sole discretion. Modifications are effective upon being posted on the Site and will apply to Your use of the Site after such changes are posted. Best Global Agency may notify You of changes to this Agreement, but You are responsible for reviewing the Agreement periodically to ensure You are aware of any changes. Continued use of the Site following modification constitutes Your acceptance of the changes.

4. SITE ACCESS AND USE

Best Global Agency grants You a limited, non-transferable, non-sublicensable, and non-exclusive right and license to access and use the Site only on servers controlled by Best Global Agency in accordance with the use instructions provided. You may only use the Site for legitimate business purposes and in compliance with all applicable laws.

You may not:

- Download, copy, modify, distribute, publicly display, create derivative works of, sell, lease, sublicense, or otherwise transfer any content from the Site without express permission.
- Use the Site for any unlawful purpose or in violation of this Agreement.
- Attempt to gain unauthorized access to the Site or any related systems.
- Introduce any harmful material or software to the Site.

5. TERM AND TERMINATION

This Agreement commences on the date You first access the Site and continues until terminated by either party. Either party may terminate this Agreement at any time for any reason by providing written notice. Upon termination, Best Global Agency may delete all information and content You have uploaded to the Site. Best Global Agency will not be responsible for such deleted content.

6. SUSPENSION

Best Global Agency reserves the right to suspend or limit Your access to the Site at any time for security or technical reasons or if You violate this Agreement. In addition, Best Global Agency reserves the right to refuse service to any user who violates this Agreement.



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7. USE GUIDELINES

You acknowledge that Best Global Agency may issue instructions, guidelines, or policies regarding Your use of the Site, and You agree to comply with such guidelines.

8. ACCESS AND SECURITY

You may receive a password from Best Global Agency to access the Site. You agree to keep Your password confidential and are responsible for all activities that occur under Your account. You agree to notify Best Global Agency of any unauthorized use of Your account or security breach. Best Global Agency is not liable for any damages resulting from unauthorized access to Your account.

9. YOUR CONTENT

You may be able to upload content on the Site. You are legally responsible for all content that You upload, post, or store. You represent and warrant that (a) You have all necessary rights to all content You provide; (b) Your content does not infringe on any third-party rights; and (c) You will indemnify Best Global Agency for any claims arising from Your content. Best Global Agency reserves the right to remove or delete Your content at its discretion.

10. INTELLECTUAL PROPERTY AND OWNERSHIP

All content on the Site, including but not limited to designs, text, graphics, logos, and software, is the exclusive property of Best Global Agency or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not use any of the Site's content without express permission.

11. PUBLIC COMMUNICATION

You may have opportunities to communicate with others via forums, chats, or other public channels on the Site. You acknowledge that such communications are public, and You have no expectation of privacy for content shared in such forums. Best Global Agency is not liable for any content shared publicly.



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12. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Best Global Agency and its employees, officers, directors, affiliates, contractors, suppliers, and agents from any and all liabilities, claims, and expenses (including attorneys' fees) that arise from Your breach of this Agreement or in connection with Your use of the Site or any content that You upload.

13. ENTIRE AGREEMENT

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SITE AND THE INFORMATION, CONTENT, SOFTWARE, PRODUCTS, AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." BEST GLOBAL AGENCY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. BEST GLOBAL AGENCY DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE CONTENT OR SERVICES PROVIDED THROUGH THE SITE.

BEST GLOBAL AGENCY IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SITE. THE AGGREGATE LIABILITY OF BEST GLOBAL AGENCY UNDER THIS AGREEMENT WILL NOT EXCEED TEN DOLLARS (\$10).

14. DISPUTE RESOLUTION

You agree that any claim or controversy arising out of or relating to this Agreement or the use of the Site will be governed by the laws of the State of California. Venue for any action arising from this Agreement will be in the state or federal courts located in San Diego, California.

15. ASSIGNMENT

You may not assign this Agreement, in whole or in part, without the prior written consent of Best Global Agency. Best Global Agency may assign this Agreement at its sole discretion. This Agreement will bind and inure to the benefit of permitted assigns.

16. RELATIONSHIP OF PARTIES

This Agreement does not create any partnership, joint venture, or agency relationship between the parties. Neither party has the authority to bind the other without express written consent.



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17. CLAIMS OF COPYRIGHT INFRINGEMENT

Best Global Agency respects intellectual property rights and will respond to notices of alleged copyright infringement in compliance with the Digital Millennium Copyright Act (DMCA). If You believe that content on the Site infringes Your copyright, You may provide a written notification to Best Global Agency's designated agent:

Contact Information: Best Global Agency

Email: info@bestglobalagency.com

For further inquiries or assistance regarding this Agreement, please contact:

Best Global Agency at (858) 353-3355 or;

Email at info@bestglobalagency.com

18. THIRD-PARTY SERVICES AND LINKS

The Site may incorporate third-party services, and Your use of such services is at Your own risk. Best Global Agency is not liable for third-party content or services provided on the Site or through third-party links.

19. PRIVACY

Best Global Agency respects Your privacy and will handle Your personal information in accordance with its privacy policy. By using the Site, You consent to Best Global Agency's collection and use of Your information.

20. CONFIDENTIALITY

You agree that all non-public components of the Site and all non-public information provided in connection with the Site are confidential and proprietary to Best Global Agency. You agree not to disclose such information to any third party without Best Global Agency's prior written consent.

21. FORCE MAJEURE

Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of God, earthquakes, floods, riots, labor disputes, and internet failures.



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22. SITE NOTICE

Best Global Agency may provide You with notice under this Agreement to the email address You provided when registering for the Site. Notices emailed to You will be deemed given when the email is sent. You may provide notice to Best Global Agency at:

Contact Information: Best Global Agency

Email: info@bestglobalagency.com

For further inquiries or assistance regarding this Agreement, please contact:

Best Global Agency at (858) 353-3355 or;

Email at info@bestglobalagency.com

23. SUPPORT

Best Global Agency has no obligation to provide support for the Site. However, Best Global Agency may, at its sole discretion, provide limited technical support to assist with Site functionality.

24. SURVIVAL

The following Sections will survive the expiration or termination of this Agreement: 5, 9, 10, 12, 13, 14, 17, 20, 21, 24, 25, and 26.

25. INTEGRATION AND SEVERABILITY

This Agreement constitutes the entire agreement between You and Best Global Agency and supersedes any prior agreements pertaining to the Site. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between You and Best Global Agency. Any failure by Best Global Agency to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision.



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Legal Protection and Intellectual Property Rights

All content, designs, branding, and intellectual property created, produced, or provided by **Best Global Agency LLC** are the exclusive property of **Best Global Agency** and are protected under applicable copyright, trademark, and intellectual property laws. **Best Global Agency** retains full ownership of all work performed and services provided. Unauthorized use, reproduction, modification, or distribution of any content, designs, or materials produced by **Best Global Agency** is strictly prohibited.

Furthermore, **Best Global Agency** does not grant permission to any third-party business, company, or entity to use, claim ownership, or take credit for any work, services, designs, or intellectual property created by **Best Global Agency**. Any violation of these terms may result in legal action. **Best Global Agency** is not liable for any future legal matters arising from unauthorized use or infringement of its intellectual property, and reserves the right to pursue all legal remedies to protect its rights.

Warm Regards,

Gozde Brynna Gultoprak
Founder "Best Global Agency"

Call
(858) 353-3355

Email:
info@bestglobalagency.com
brynna@gozdegultoprak.com