

TERMS AND CONDITIONS

Last Updated: March 20, 2025

1. ACCEPTANCE OF TERMS

By accessing and using the website levelup-cm.com ("Website") and services provided by Level Up Charge Marketing ("Level Up CM," "we," "us," or "our"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use our Website or services.

2. SERVICES

2.1 Service Description

Level Up CM provides SAAS marketing services including but not limited to:

- Contact Management
- Document Management
- Calendar Integrations
- Social Media Posts
- Reporting & Analytics
- Workflow Automations
- Custom Graphic Design

2.2 Service Availability

- We reserve the right to modify, suspend, or discontinue any part of our services at any time
- We will make reasonable efforts to notify users of any significant changes
- Currently in pre-launch phase; some services may be limited or unavailable

3. USER OBLIGATIONS

Users of our Website and services agree to:

- Provide accurate and complete information
- Maintain the confidentiality of any login credentials
- Comply with all applicable laws and regulations
- Use services only for lawful purposes
- Not interfere with the proper functioning of the Website
- Not attempt to gain unauthorized access to our systems

4. INTELLECTUAL PROPERTY

4.1 Ownership

- All content, logos, trademarks, and materials on the Website are owned by Level Up CM
- Users may not copy, modify, or distribute our content without written permission
- Custom materials created for clients are subject to separate service agreements

4.2 User Content

- Users retain ownership of their content
- Users grant Level Up CM license to use submitted content for service delivery
- We may use client success stories with written permission

5. PAYMENT TERMS

5.1 Pricing

- Service prices are subject to change with notice
- All fees are in US Dollars
- Payment terms are specified in individual service agreements

5.2 Billing

- Payment methods accepted will be specified during service registration
- Recurring payments may be required for ongoing services
- Late payments may result in service suspension

6. LIMITATION OF LIABILITY

6.1 Service Warranty

- Services are provided "as is" without warranties
- We do not guarantee specific results from using our services
- We are not liable for any indirect, incidental, or consequential damages

6.2 Website Availability

- We strive for 99.9% website uptime but do not guarantee uninterrupted access
- We are not liable for any website downtime or technical issues

7. PRIVACY AND DATA PROTECTION

- Our Privacy Policy governs the collection and use of your information
- We use reCAPTCHA for security, subject to Google's Privacy Policy
- We implement reasonable security measures to protect your data

8. TERMINATION

We reserve the right to:

- Terminate or suspend access to our services without prior notice
- Remove any content that violates these Terms
- Take appropriate legal action for violations

9. CHANGES TO TERMS

- We may modify these Terms at any time
- Changes will be effective immediately upon posting
- Continued use of services constitutes acceptance of modified Terms

10. GOVERNING LAW

These Terms are governed by the laws of the State of Indiana, United States, without regard to conflicts of law principles.

11. CONTACT INFORMATION

For questions about these Terms, please contact us through:

- Website contact form at levelup-cm.com
- Email (provided upon service registration)

12. SEVERABILITY

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in effect.

13. ENTIRE AGREEMENT

These Terms constitute the entire agreement between users and Level Up CM regarding the use of our Website and services.

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