## Terms of Use

Last Updated: 02.02.2025

Welcome toHI8 we, a full-service marketing and social media agency committed to helping you build and enhance your social media presence. By accessing and using our website and services, you agree to comply with and be bound by these Terms of Use ("Terms"). Please read these Terms carefully before using our website or engaging our services.

## 1. Introduction

# 1.1 Services Provided:

We offer a range of marketing services, including social media management, website development, video creation, branding, logo design, and more ("Services"). By using our website and services, you agree that you are solely responsible for the results of implementing the services we provide.

#### 1.2 Acceptance of Terms:

By accessing or using our website (hi8.space) and engaging with our Services, you agree to comply with these Terms of Use. If you do not agree with these Terms, you must immediately stop using the website and our services.

#### 2. Use of Website

#### 2.1 Eligibility:

To use our website and services, you must be at least 18 years old or have the necessary legal capacity to enter into a contract. If you are under 18, you may only use our website and services under the supervision of a parent or guardian.

#### 2.2 Account Creation:

Some Services on our website may require you to create an account. You are responsible for maintaining the confidentiality of your account details, including your username and password. You agree to notify us immediately if you suspect any unauthorised access or activity in your account.

## 2.3 Prohibited Use:

You agree not to use our website or services for any unlawful purpose or in any way that may damage, disable, or interfere with the functionality of the website. You shall not engage in activities such as:

- Uploading or distributing harmful software (viruses, malware, etc.)
- Impersonating others or providing false information
- Attempting to access parts of the website to which you are not authorised
- Violating any applicable laws or regulations
- 3. Services Provided

## 3.1 Marketing and Social Media Services:

We offer services to build and manage your social media presence, including content creation, audience engagement, strategy development, and social media advertising. We also provide consultation and management services related to branding, website design, and video production.

## 3.2 Website Development:

We provide website development services, including design, coding, and content management. The scope of the website project will be defined in a separate agreement and is subject to the terms specified in that agreement.

## 3.3 Customisation and Feedback:

For services such as logo design, branding, and video creation, we will work closely with you to ensure the final product meets your needs. You agree to provide us with feedback in a timely manner, and we will make reasonable efforts to incorporate it.

# 4. Payment Terms

## 4.1 Pricing:

The pricing for our services will be outlined in the specific service agreement or proposal provided to you. All prices are subject to change, but we will notify you of any changes prior to executing the work.

## 4.2 Payment Methods:

Payments are accepted via [insert payment methods]. You agree to pay the applicable fees for our services as per the terms outlined in the agreement or proposal.

## 4.3 Refunds:

Refunds for services are handled on a case-by-case basis and will be determined according to the nature of the service and its progress. Please refer to your service agreement for specific details on refund policies.

# 5. Intellectual Property

## 5.1 Ownership of Content:

Any content (including text, images, videos, designs, logos, etc.) created by us as part of our services will be owned by you upon full payment. However, we retain the right to showcase such content in our portfolio and promotional materials unless otherwise agreed upon.

## 5.2 Licenses:

By using our website, you grant us a non-exclusive, royalty-free, worldwide license to use any content you submit (e.g., text, images) for the purposes of providing the services or improving our website. You affirm that you own or have the necessary rights to use and license such content.

## 5.3 Trademarks:

HI8 and other trademarks used on the website are owned by us or our partners. You may not use, copy, or distribute our trademarks without our prior written consent.

## 6. Privacy and Data Protection

## 6.1 Collection of Data:

We may collect personal data from you when you create an account, fill out forms, or communicate with us. This data may include your name, email address, phone number, and other necessary information to provide our services. Please review our Privacy Policy for further information on how we handle your data.

#### 6.2 Data Security:

We take the security of your personal data seriously and use commercially reasonable measures to protect it. However, no system is entirely secure, and we cannot guarantee the security of your data.

## 7. Disclaimers and Limitations of Liability

## 7.1 No Guarantees:

While we will use our best efforts to deliver high-quality services, we do not guarantee specific results such as increases in social media followers, engagement, or website traffic. All services are provided "as is" and are subject to the terms of the specific service agreement.

## 7.2 Limitation of Liability:

To the fullest extent permitted by law, [Your Agency Name] and its affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, data, or business interruption, arising out of or in connection with your use of the website or services.

## 8. Termination

# 8.1 Termination by You:

You may stop using our website and services at any time by ceasing to use the website or notifying us of your decision. If you have an active service agreement, termination of the services must comply with the terms outlined in the agreement.

# 8.2 Termination by Us:

We reserve the right to suspend or terminate your access to our website and services at our discretion, particularly if you violate these Terms. In case of termination, any outstanding payments will still be due.

## 9. Governing Law and Dispute Resolution

## 9.1 Governing Law:

These Terms of Use shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

# 9.2 Dispute Resolution:

In the event of a dispute, you agree to first attempt to resolve the issue informally by contacting us. If a resolution cannot be reached, the dispute will be resolved through mediation in Karnataka.

## 10. Changes to Terms

We may update these Terms of Use from time to time. We will notify you of any material changes by posting the updated Terms on our website, with an updated 2/02/2025 date. Your continued use of our website and services after such changes will constitute your acceptance of the revised Terms.

## 11. Contact Us

If you have any questions about these Terms of Use, please contact us at:

Email: info@hi8.space

By using our website and services, you acknowledge that you have read, understood, and agree to these Terms of Use.