

Legal Terms

Last updated: March 18, 2026

These Terms and Conditions govern the use of the website and services of **PE Anna Berezhna and agency TOO.BADASS** (“TOO.BADASS”, “we”, “us”, “our”). These Terms apply to website visitors, newsletter subscribers, and clients who purchase or use the **Brand Audit** service.

Brand Package services are governed by a separate written contract signed between the parties. In the event of any conflict between these Terms and such separate contract, the separate contract shall prevail.

01. Service Provider

The services are provided by:

Anna Berezhna

Individual Entrepreneur

Registered address: Ukraine, 38020, Poltavaska oblast, Myrhorodskyi raion, selo Velykyi Pereviz, vulytsia Shevchenka, budynok 10

Email: iamtextingbadass@gmail.com

02. Scope of Services

TOO.BADASS provides branding-related services and website functionality, including:

1. access to the website and its content;
2. newsletter subscription and related communications;
3. Brand Audit services.

A **Brand Audit** is a consultation-based service in which the client submits materials for review, including but not limited to website links, social media links, applications, presentations, brand assets, marketing materials, and other relevant information. TOO.BADASS reviews such materials, analyzes identified issues and opportunities, and provides comments, recommendations, and discussion during a consultation call.

03. Website Use and Newsletter Subscription

By using the website, submitting a form, or subscribing to the newsletter, you confirm that the information you provide is accurate and complete.

By subscribing to the newsletter or otherwise submitting your contact details through the website, you agree to receive communications from TOO.BADASS relating to news,

updates, services, content, and other agency-related information. You may unsubscribe from such communications at any time.

TOO.BADASS reserves the right to update, modify, suspend, or remove any part of the website or its content at any time without prior notice.

04. Brand Audit Service

Access to the Brand Audit service is granted after successful payment, unless otherwise agreed in writing.

The client is responsible for submitting all materials necessary for the audit and for ensuring that such materials are complete, accurate, and suitable for review.

The Brand Audit consists of professional analysis and consultation based on the materials submitted by the client. TOO.BADASS does not guarantee any specific business, marketing, commercial, or financial outcome as a result of the audit.

05. Client Materials and Permissions

By submitting any materials for Brand Audit, the client confirms that they have the legal right to share, disclose, and use such materials for the purpose of receiving the service.

The client further confirms that the submitted materials do not unlawfully infringe the intellectual property rights, confidentiality rights, privacy rights, or any other rights of third parties.

TOO.BADASS may review and use the submitted materials solely for the purpose of providing the requested service, internal analysis, communication with the client, and portfolio display as described in these Terms.

06. Payment and Refund Policy

Unless expressly stated otherwise in writing, payment for Brand Audit services is non-refundable once the service has commenced.

For the purposes of these Terms, the Brand Audit service shall be deemed commenced once TOO.BADASS begins reviewing the client's submitted materials, preparing analysis or recommendations, or conducting the consultation call.

Any exception to this refund policy must be expressly confirmed in writing by TOO.BADASS.

07. Intellectual Property and Portfolio Use

All content published on the website, including but not limited to text, graphics, branding elements, layouts, and other materials, is the intellectual property of TOO.BADASS unless otherwise stated.

All methods, frameworks, observations, recommendations, analysis structures, and presentation formats used in the Brand Audit remain the intellectual property of TOO.BADASS.

The client retains ownership of the materials submitted by the client. However, by using the services, the client grants TOO.BADASS the right to review such materials for the purpose of providing the service.

TOO.BADASS may refer to or display the client's brand, name, publicly available materials, or selected project materials as part of its portfolio, case studies, self-promotion, marketing, social media content, and professional presentation, unless otherwise agreed in writing.

The client may not copy, reproduce, distribute, publish, resell, or commercially exploit the audit materials, frameworks, or proprietary methods of TOO.BADASS beyond their own internal use, unless otherwise agreed in writing.

08. Disclaimer and Limitation of Liability

The website and Brand Audit service are provided for informational, analytical, and commercial purposes only.

Any comments, recommendations, observations, or conclusions provided by TOO.BADASS are based on professional judgment and on the materials submitted by the client. The client remains solely responsible for any decisions, actions, implementation steps, or business outcomes arising from the use of the service.

TOO.BADASS shall not be liable for:

1. the accuracy, legality, completeness, or reliability of materials submitted by the client;
2. business losses, loss of revenue, loss of profit, reputational damage, or missed opportunities;
3. actions taken or not taken by the client based on the audit;
4. technical failures, interruptions, platform errors, or third-party services beyond reasonable control.

To the maximum extent permitted by applicable law, TOO.BADASS's total liability arising out of or in connection with the website or Brand Audit service shall be limited to the amount actually paid by the client for the relevant service.

09. Personal Data

Personal data is processed in accordance with the Privacy Policy of TOO.BADASS.

By using the website, submitting forms, subscribing to the newsletter, or purchasing services, you acknowledge that your personal data may be collected and processed in accordance with the Privacy Policy.

10. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Ukraine.

Any dispute arising out of or in connection with these Terms shall first be addressed through good-faith negotiations. If no resolution is reached, such dispute shall be resolved in accordance with the applicable laws of Ukraine.

11. Contacts

For any questions regarding these Terms and Conditions, please contact:

Anna Berezhna

Email: iamtextingbadass@gmail.com