

Terms and Conditions

Effective Date: October 5, 2023

<https://gloomymedia.com/> - Gloomy Media UAB | Company Code: 306455997 | Address: Verkių g. 39-193, LT-09109 Vilnius, Lithuania, operating under the laws of Lithuania.

Introduction

Welcome to Gloomy Media ("Company," "we," "our," "us")!

These Terms of Service ("Terms") govern your use of our website located at <https://yourfans.agency/> (collectively or individually, the "Service") operated by Gloomy Media.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard, and disclose information resulting from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy ("Agreements"). By using our Service, you acknowledge that you have read and understood the Agreements and agree to be bound by them.

If you do not agree with (or cannot comply with) the Agreements, then you may not use the Service. Please contact us at <https://yourfans.agency/> to discuss any concerns or find a solution. These Terms apply to all visitors, users, and others who wish to access or use the Service.

Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials, and other information we may send. However, you may opt out of receiving any or all of these communications from us by following the unsubscribe link on our website.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase, including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order, or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Contests, Sweepstakes, And Promotions

Any contests, sweepstakes, or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

Refunds

Note that all items or services purchased from us are non-refundable.

Cookies And Web Beacons

Our Service allows you to post, link, store, share, and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post, or display on or through the Service, and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Gloomy Media has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service is the property of Gloomy Media or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- In any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others or is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm or offend the Company or users of the Service or expose them to liability.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real-time activities through the Service.
- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Take any action that may damage or falsify the Company's rating.
- Otherwise attempt to interfere with the proper working of the Service.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

No Use By Minors

The Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using the Service, you warrant and represent that