

Terms and Conditions for Flockk Digital Marketing

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1. Agreement to Terms

Welcome to the website of [Flockk Digital Marketing](#) ("Agency", "we", "us", "our"). These Terms and Conditions ("Terms") govern your access to and use of our website located at [flockkk.com](#) (the "Site"), including any content, functionality, and services offered on or through the Site.

By accessing, Browse, or using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Site.

These Terms are a legally binding agreement between you ("User", "you", "your") and [Flockk Digital Marketing](#)

2. Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property. All source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us. They are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Ireland, the European Union, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever without our express prior written permission.

3. User Representations

By using the Site, you represent and warrant that:

1. You have the legal capacity and you agree to comply with these Terms.
2. You are not a minor in the jurisdiction in which you reside.
3. You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise.
4. You will not use the Site for any illegal or unauthorised purpose.
5. Your use of the Site will not violate any applicable law or regulation.

4. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email.
- Circumvent, disable, or otherwise interfere with security-related features of the Site.
- Engage in unauthorised framing of or linking to the Site.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.

5. Disclaimer

The information provided on our Site is for general informational purposes only. All information on the Site is provided in good faith, however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Site. The content on this site, such as blog posts or articles, does not constitute professional advice.

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

6. Limitation of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation of liability does not apply to our obligations to clients under a separate Client Service Agreement. Our liability for services rendered will be governed by the terms of that specific agreement.

7. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your use of the Site; (2) your breach of these Terms and Conditions; or (3) your violation of the rights of a third party, including but not limited to intellectual property rights.

8. Third-Party Links

The Site may contain links to other websites ("Third-Party Websites"). Such Third-Party Websites are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site.

9. Term and Termination

These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY REASON OR FOR NO REASON.

10. Governing Law and Jurisdiction

These Terms and your use of the Site are governed by and construed in accordance with the laws of Ireland. You agree that any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the courts of Dublin, Ireland.

11. Miscellaneous

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

12. Contact Us

To resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Flock Digital Marketing Email: info@flockkk.com