**Terms of Service**

Last Updated: [17th April 2023]

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the SELENE website (the "Service") operated by ANDROMEDA MARKETING ("us", "we", or "our").

1. Agreement to Terms

By accessing and using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, you may not access the Service.

1. Modifications to the Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

1. Services

We provide influencer marketing services, connecting brands with influencers to create marketing campaigns on various social media platforms. Our services include influencer selection, campaign management, and performance tracking.

1. Account Registration

To use certain features of our Service, you may be required to register for an account. You must provide accurate and complete information and keep your account information up-to-date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure.

1. User Conduct

By using the Service, you agree not to engage in any activity that is illegal, abusive, harassing, defamatory, or otherwise inappropriate. We reserve the right to terminate your access to the Service, without notice or liability, for any reason or no reason.

1. Intellectual Property

All content on the Service, including but not limited to text, graphics, logos, and images, is the property of SELENE or its content creators and protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, or distribute any content without our prior written consent.

1. Third-Party Content

Our Service may contain links to third-party websites or services that are not owned or controlled by SELENE. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

1. Limitation of Liability

In no event shall SELENE, its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

1. Governing Law

These Terms shall be governed and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions

1. Dispute Resolution

Any disputes arising out of or in connection with these Terms, the Service, or your relationship with SELENE shall be resolved through negotiation, mediation, or arbitration, with the parties making a good faith effort to resolve the dispute amicably. If the dispute cannot be resolved through these means, either party may seek legal recourse through the courts of the United Kingdom.

1. Indemnification

You agree to defend, indemnify, and hold harmless SELENE , its directors, employees, partners, agents, suppliers, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's fees), arising from or related to your use of the Service, your violation of these Terms, or your infringement of any intellectual property or other rights of any third party.

1. Severability

If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

1. Waiver

No waiver of any provision of these Terms by SELENE shall be deemed a further or continuing waiver of such provision or any other provision, and any failure bySELENE to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

1. Entire Agreement

These Terms, together with any additional terms and conditions or policies referenced herein, constitute the entire agreement between you and SELENE regarding the use of the Service, superseding any prior agreements, communications, and proposals between you and SELENE.

1. Contact Information

If you have any questions about these Terms, please contact us at info@selene.marketing

Please note that this is a general template and should be tailored to the specific needs of your business. Consult with a legal professional to ensure your terms and conditions are comprehensive and compliant with all applicable laws and regulations.

1. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason, including but not limited to, your breach of the Terms. Upon termination of your access to the Service, your right to use the Service will immediately cease. All provisions of the Terms which, by their nature, should survive termination, shall survive termination, including but not limited to ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

1. Privacy Policy

By using the Service, you agree to the collection and use of your personal information in accordance with our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy for more information about our data collection and usage practices.

1. Payment Terms

For certain services provided by SELENE, fees may apply. You agree to pay any applicable fees in accordance with the payment terms set forth in the relevant agreement, invoice, or as otherwise communicated to you bySELENE. All fees are non-refundable, except as required by law or as otherwise expressly provided in these Terms or the relevant agreement.

1. Refund Policy

If you are not satisfied with our services, you may be eligible for a refund in accordance with our Refund Policy. Please refer to our Refund Policy for more information on the terms and conditions that govern refunds and cancellations.

1. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, natural disasters, or disruptions in telecommunications or transportation networks.

1. Assignment

You may not assign your rights or delegate your obligations under these Terms without the prior written consent of SELENE. We may assign our rights or delegate our obligations under these Terms at any time and without notice.

1. Notices

All notices or other communications required or permitted under these Terms shall be in writing and shall be deemed given when delivered personally, sent by registered mail, or sent by email to the addresses provided by you during account registration or as otherwise specified by you.

1. No Partnership or Agency

Nothing in these Terms shall be construed as creating a partnership, joint venture, or agency relationship between you and [Your Company Name]. Neither party has the authority to bind the other party or to incur any obligation on the other party's behalf.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

1. Feedback and Suggestions

We welcome your feedback and suggestions to improve our Service. By submitting any ideas, suggestions, or comments, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to use, reproduce, modify, adapt, publish, distribute, and incorporate such feedback and suggestions into our products and services without compensation or acknowledgment.

1. Compliance with Laws

You agree to comply with all applicable laws, rules, and regulations when using our Service, including but not limited to copyright, trademark, privacy, and data protection laws. You further agree that you will not use the Service for any purpose that is unlawful or prohibited by these Terms.

1. Age Restrictions

Our Service is not intended for individuals under the age of 18. By using the Service, you represent and warrant that you are at least 18 years of age. If you are under the age of 18, you may not access or use our Service.

1. Disclaimers

The Service is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Service will be uninterrupted, error-free, or completely secure, or that any errors or defects will be corrected.

1. International Users

The Service is controlled and operated from within the United Kingdom. We make no representation that the Service is appropriate or available for use in other locations. If you access the Service from outside the United Kingdom, you are responsible for compliance with local laws.

1. Headings

The headings used in these Terms are for convenience only and shall not affect the interpretation of the provisions contained herein.

1. Electronic Communications

When you use our Service or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

These Terms, along with any additional terms and conditions or policies referenced herein, represent the entire understanding and agreement between you and [Your Company Name] concerning the use of the Service. If you have any questions or concerns regarding these Terms, please do not hesitate to contact us at SELENE.

1. Remedies

You acknowledge and agree that any breach or violation of these Terms may result in immediate and irreparable harm to SELENE, and that [Your Company Name] shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of any such breach or violation.

1. No Third-Party Beneficiaries

These Terms are for the benefit of, and shall be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party.

1. Language

These Terms may be translated into other languages for your convenience. In the event of any conflict or inconsistency between the English version and any translated version, the English version shall prevail and be binding upon the parties.

1. Export Controls

You acknowledge and agree that the Service, and any associated software or technology, may be subject to export control laws and regulations, including but not limited to the United States Export Administration Regulations and the United Kingdom's Export Control Order. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. or UK technical data acquired from SELENE or any products utilizing such data, in violation of applicable export control laws and regulations.

1. Counterparts

These Terms may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

If you have any questions or concerns regarding these Terms, please do not hesitate to contact us at SELENE.

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1. Survival

Any provisions of these Terms that, in order to fulfil the purposes of such provisions, need to survive the termination or expiration of these Terms, shall be deemed to survive for as long as necessary to fulfil such purposes. This includes, but is not limited to, the intellectual property, indemnification, limitation of liability, and governing law provisions.

1. Interpretation

In these Terms, unless the context otherwise requires, words in the singular include the plural and vice versa, and words in one gender include all genders.

1. Relationship of the Parties

Nothing in these Terms shall be construed as creating a partnership, joint venture, employment, or agency relationship between you and SELENE. Neither party has the authority to bind the other party or to incur any obligation on the other party's behalf.

1. Non-Waiver

No delay or omission by either party in exercising any right, power, or remedy under these Terms shall operate as a waiver of that or any other right, power, or remedy.

1. Cumulative Rights and Remedies

All rights, powers, and remedies provided in these Terms are cumulative and not exclusive, and the exercise of one right, power, or remedy does not preclude the exercise of any other right, power, or remedy.

1. Equitable Relief

You acknowledge and agree that a breach or threatened breach of any of your obligations under these Terms would cause SELENE irreparable harm for which monetary damages would not be an adequate remedy, and that, in the event of such a breach or threatened breach, SELENE will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

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1. Conflicting Terms

In the event of any conflict between these Terms and any other agreement, policy, or document referenced herein, these Terms shall prevail unless expressly stated otherwise in writing.

1. Attorney's Fees

In the event of any legal action arising out of or relating to these Terms, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, in addition to any other relief to which the prevailing party may be entitled.

1. No Reliance

You acknowledge and agree that you have not relied on any statement, representation, or warranty by SELENE or any of its employees, officers, or agents, except as expressly provided in these Terms.

1. Cooperation

You agree to cooperate with SELENE in any reasonable request to facilitate the provision of the Service, including providing necessary information, materials, or support.

1. Taxes

You are responsible for all applicable taxes, duties, and levies arising from your use of the Service, including any sales, value-added, or similar taxes. If required by law, SELENE may collect such taxes and remit them to the appropriate tax authorities.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

If you have any questions or concerns regarding these Terms, please do not hesitate to contact us at SELENE.

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1. Amendments

SELENE] reserves the right, in its sole discretion, to amend or update these Terms from time to time. When changes are made, we will post the updated Terms on our website and revise the "Last Updated" date at the top of this document. We encourage you to review the Terms periodically to stay informed of any updates. Your continued use of the Service following the posting of any changes to the Terms constitutes acceptance of those changes.

1. Governing Language

In the event of any inconsistency between the English version of these Terms and any translation, the English version shall control.

1. Third-Party Services

Our Service may contain links to third-party websites or services that are not owned or controlled by SELENE. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that SELENEshall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

1. Electronic Signatures

You agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed through the Service. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records or to payments or the granting of credits by any means other than electronic means.

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If you have any questions or concerns regarding these Terms, please do not hesitate to contact us at SELENE.

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1. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of the remaining provisions of these Terms, and the parties shall negotiate in good faith to substitute a valid, legal, and enforceable provision that is consistent with the original intent of the parties.

1. Entire Agreement

These Terms, together with any other agreements, policies, or documents incorporated herein by reference, constitute the entire agreement between you and SELENE with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, with respect to the subject matter of these Terms.

1. Contact Information

If you have any questions, concerns, or comments regarding these Terms or our Service, please contact us at info@selene.marketing or by using the contact information provided on our website.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

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1. Rights and Remedies

The rights and remedies provided to SELENE under these Terms are cumulative and in addition to, and not in lieu of, any other rights or remedies available to SELENE at law, in equity, or otherwise.

1. Waiver

No waiver by SELENE of any provision of these Terms shall be effective unless explicitly set forth in writing and signed by an authorized representative of SELENE. No failure or delay by SELENE in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by SELENE preclude any other or further exercise of that or any other right, power, or remedy.

1. Geographical Restrictions

SELENE makes no representation that the Service is appropriate or available for use in all locations. Those who access or use the Service from jurisdictions prohibiting such use do so at their own risk and are responsible for compliance with local law.

1. Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these Terms or the Service must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

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