

Terms and Conditions

Pinecrest Marketing Inc.

Last Updated: October 13, 2026

1. Introduction

Welcome to Pinecrest Marketing Inc. ("Pinecrest," "we," "us," or "our"). These Terms and Conditions govern your access to and use of our website, www.pinecrestmarketing.com, including its content, information, and available features.

By accessing or using our website, you agree to these Terms and Conditions. If you do not agree, please discontinue use of the website.

2. Website Use

Our website is intended to provide information about our marketing services, business operations, and available products.

You agree to use our website only for lawful purposes and not to:

- Violate applicable laws or regulations.
- Attempt to gain unauthorized access to our website, accounts, or systems.
- Interfere with website functionality or security.
- Copy, reproduce, or distribute website content without authorization.
- Submit false, misleading, harmful, or unlawful information.
- Use automated tools to collect information from our website without permission, except as permitted by applicable law.

We reserve the right to restrict access to our website when necessary to protect our business, users, or systems.

3. Services and Information

Pinecrest Marketing Inc. provides marketing and advertising services, including website design, social media management, digital advertising, email marketing, graphic design, branding, and related services.

Information presented on our website is for general informational purposes and does not constitute a binding offer or guarantee of services, pricing, availability, or results.

Specific services, deliverables, fees, timelines, and responsibilities are established through individual proposals, invoices, or written service agreements.

In the event of a conflict between these website Terms and Conditions and a signed client service agreement, the signed agreement will govern the applicable services.

4. Pricing and Payments

Pricing displayed on our website is subject to change unless otherwise specified in a written agreement or accepted order.

Payment terms, billing schedules, processing fees, refunds, cancellations, and additional charges are governed by the applicable service agreement, invoice, or purchase terms.

Payments may be processed through third-party payment providers, including Square. By submitting payment information, you agree to the applicable payment provider's terms and conditions.

5. Intellectual Property

Unless otherwise indicated, the content on this website, including text, graphics, logos, designs, images, videos, and other materials, is owned by or licensed to Pinecrest Marketing Inc. and protected by applicable intellectual property laws.

You may not reproduce, distribute, modify, sell, or commercially use website content without prior written authorization, except as permitted by law.

Ownership and usage rights for creative work produced for clients are determined by the applicable service agreement.

Third-party trademarks, logos, and materials remain the property of their respective owners.

6. Client Responsibilities

Clients engaging Pinecrest Marketing Inc. are responsible for providing accurate information, timely approvals, necessary account access, and materials required to complete contracted services.

Clients are responsible for ensuring that information, claims, offers, testimonials, photographs, and other materials they provide are accurate, lawful, and appropriately authorized for use.

Additional client responsibilities may be outlined in individual service agreements.

7. Advertising and Marketing Results

Pinecrest Marketing Inc. strives to provide professional marketing services using appropriate industry practices.

However, marketing results depend on numerous factors beyond our control, including market conditions, competition, advertising budgets, audience behavior, platform algorithms, and third-party policies.

We do not guarantee specific sales, leads, rankings, engagement levels, website traffic, or other marketing outcomes unless expressly stated in a written agreement.

8. Third-Party Platforms and Services

Our website may contain links to third-party websites, applications, and services.

We also utilize third-party platforms to provide marketing services, including website hosting, advertising, email marketing, social media management, and payment processing.

Pinecrest Marketing Inc. does not control third-party platform availability, policies, algorithms, pricing, or technical functionality.

We are not responsible for third-party websites or services to the extent permitted by applicable law.

9. Privacy and Data Collection

Your use of our website is also subject to our Privacy Policy, which explains how we collect, use, share, and protect personal information.

Our website uses certain tracking technologies, including the Meta Pixel and Google tracking tag, as described in our Privacy Policy.

Please review our Privacy Policy for additional information about cookies, analytics, advertising technologies, and your privacy choices.

10. Website Availability and Accuracy

We make reasonable efforts to maintain accurate information and reliable website functionality.

However, we do not guarantee that the website will always be available, uninterrupted, error-free, or free from technical issues.

We reserve the right to update, modify, suspend, or discontinue website content or features at any time without prior notice.

11. Disclaimer of Warranties

To the extent permitted by applicable law, this website and its content are provided on an “as is” and “as available” basis without warranties of any kind, whether express or implied.

Pinecrest Marketing Inc. does not warrant that the website will meet every user's expectations or that all information will be complete, accurate, or current at all times.

Nothing in these Terms excludes warranties or rights that cannot legally be excluded.

12. Limitation of Liability

To the maximum extent permitted by applicable law, Pinecrest Marketing Inc. will not be liable for indirect, incidental, special, consequential, or punitive damages arising from the use of or inability to use this website.

This limitation does not apply where prohibited by law and does not replace liability provisions contained in separately executed client agreements.

13. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless Pinecrest Marketing Inc. from third-party claims, losses, damages, and reasonable expenses arising from your unlawful use of the website, violation of these Terms, or infringement of third-party rights through materials you submit.

This provision does not require you to indemnify Pinecrest Marketing Inc. for its own unlawful conduct.

14. Termination or Restriction of Access

We reserve the right to restrict or terminate access to our website when reasonably necessary due to misuse, security concerns, violations of these Terms, or applicable legal requirements.

Termination of website access does not automatically terminate an existing client service agreement.

15. Governing Law

These Terms and Conditions are governed by the laws of the State of Kansas, without regard to conflict-of-law principles.

Any disputes arising from website use will be subject to applicable Kansas law and the jurisdiction of courts authorized to hear such matters, unless otherwise required by law.

Separate client agreements may establish additional dispute resolution or venue requirements.

16. Changes to These Terms

Pinecrest Marketing Inc. may update these Terms and Conditions periodically to reflect changes in business operations, website functionality, services, or legal requirements.

Updated Terms will be posted on this page with a revised effective date.

Continued use of the website after changes become effective constitutes acceptance of the updated Terms to the extent permitted by applicable law.

17. Contact Information

If you have questions about these Terms and Conditions, please contact:

Pinecrest Marketing Inc.

Overbrook, Kansas

Email: amanda@pinecrest-marketing.com

Website: www.pinecrestmarketing.com