

Terms of Use

Faithful Creators Membership

Please read the Terms of Use for the Membership carefully and in their entirety before purchasing and using Faithful Creators Membership (hereinafter referred to as the "Membership"). The Membership and its content are owned by YWR Media Group LLC

1. Definitions:

"Company", "We", "I", "Our", or "Us" means YWR Media Group LLC

"Participation", "Participating", "Using", or "Use" means reading, implementing, trying, or otherwise engaging in the Membership.

"You" or "Your" means the purchaser and person using the Membership.

2. Consent:

By participating in the Membership, you implicitly and voluntarily agree to act in accordance with, agree to, and abide by, these Terms of Use.

3. DISCLAIMER:

By participating in the Membership, you understand that Dayne Kamela is a Social Media Expert and Coach.

This Membership is for informational and educational purposes only. The information and education provided in this Membership is not intended or implied to supplement or replace the professional advice of an attorney, accountant, and/or financial advisor. You should consult with a professional in those areas (financial, legal, accounting, etc.) in person with someone where you live or work to discuss issues or questions pertaining to your particular legal, financial, or business situation.

Although we do our best to make sure all of the Membership's content is up to date and/or accurate, we do not make any representation that all the information is accurate or free of errors at all times. We do not assume any responsibility for accuracy of the Membership's information, or its safety or efficacy as it applies to you.

We make every effort to accurately represent our products, programs and services. Any earnings or growth stated about the Membership or students in the Membership (past or present) are estimates or examples only of what's possible. They are not guarantees of future results, guaranteed success or a promise that you will experience the same or even similar results. There is no guarantee that past results will be replicated in the future. The failure or success of use of our products, programs and services relies on your own due diligence and efforts. We are not liable for the success or failure of your business, health, financial situation, and/or any other effect from use of our Membership and/or services.

4. Assumption of the Risk

You should use your best judgment in using the information provided in the Membership, which is done at your own risk. It is your responsibility to discern the risk of using the Membership or its content. You assume responsibility for your actions, choices, or lack thereof, related to the Membership.

5. Intellectual Property Ownership:

The Membership and its content, including, but not limited to, all trainings, workbooks, worksheets, checklists, and guides in Faithful Creators are intellectual property owned by Dayne and YWR Media Group LLC. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

6. No Sharing:

You cannot distribute, copy, forward, and/or share the Membership or its content with anyone else. Any violations of these Terms of Use will be legally pursued to the fullest extent permitted by law.

You may not share your password or login information with anyone. If you share your password or login with anyone who did not purchase the Membership, you will be removed from the Membership immediately and no refund will be issued.

7. No Claims Made Regarding Results:

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each person and his/her circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

We don't make any assurances as to any particular financial-based outcome based on the use of or participation in the Membership. We are not responsible for the success or failure of your business, business decisions, income, sales, or any other result of any kind that you may have as a result of your participation in the Membership.

8. DISCLAIMER - No Warranties, Guarantees, or Representations Are Being Made:

We do not offer any representations, guarantees, or warranties, of any variety, regarding the Membership in any way including, but not limited to, your future income, sales, potential, profitability, or losses derived as a result of your use of the Membership. The Membership is offered **"AS IS"** and without representations, guarantees, or warranties of any kind, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, neither express nor implied, to the

extent permitted by law. We are not liable for damages of any kind related to your use of the Membership.

9. Your Release of Us, Indemnification, Hold Harmless:

To the fullest extent permitted by law, YWR Media Group LLC expressly disclaims liability for any direct, indirect, and/or consequential damages suffered by you related to your purchase or use of, or participation in, the Membership, its materials, our website, or any other information obtained by you from us. By enrolling in the Membership, you hereby agree to this limitation of liability and release YWR Media Group LLC from any and all claims.

By participating in and/or purchasing the Membership, you agree to release, forgive, forever discharge, defend, indemnify, and hold harmless YWR Media Group LLC, our subsidiaries, employees, agents, contractors, subcontractors, shareholders, directors, officers, coaches, assignees, licensees, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, related to, or arising out of, your purchase of or participation in the Membership and/or your breach of any obligation, warranty, covenant, or representation set forth in these Terms of Use.

By enrolling in the Membership, you agree to release us from any and all claims, and further agree to at all times defend, indemnify, and hold harmless YWR Media Group LLC as stated in this section herein.

10. Our Refund Policy:

We will do everything within our ability (and within reason) to ensure your satisfaction. Due to the downloadable nature of the Membership, refunds will not be issued for the Membership once it is purchased. If you have any questions or concerns, or if there is anything we can do to make your experience a more pleasant one, please email Dayne at hello@faithfulcreators.com

11. ARBITRATION CLAUSE:

If you have any complaint or should any issue arise in the use of the Membership, please contact us directly first by emailing Dayne at hello@faithfulcreators.com

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and Dayne and YWR Media Group LLC shall submit your dispute to binding arbitration with the [American Arbitration Association](#), before an arbitrator that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") [rules](#).

By agreeing to this term, you hereby agree and understand that you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 50 miles of Scottsdale, Arizona.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of Utah. The only award that can be issued to you is a refund of any payment made to YWR Media Group LLC for the applicable Membership. You are not permitted to seek additional damages, including consequential or punitive damages.

12. Limitation of Liability:

Dayne and YWR Media Group LLC are not responsible or liable in any way for any and all damages you receive directly or indirectly from your participation in the Membership. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) the Membership or its content, due to any act, or failure to act, by you. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

13. PAYMENT, PURCHASE, AND SUBSCRIPTION PLAN TERMS

1. General Payment Terms:

When you pay for the Membership by credit card, you authorize and give permission to YWR Media Group LLC to charge your credit or debit card on a reoccurring basis to remain in the Membership. When you purchase the Membership, your information (i.e. credit card and contact info) may be collected by the third-party merchant PayPal and Stripe (depending on the payment method you choose at checkout), who may have privacy policies or security practices that are different than ours. YWR Media Group LLC is not responsible for the merchant's independent policies or practices.

2. Subscription Terms / Failed Subscription Procedures:

Should you choose to purchase the Membership via one of our Subscription options at checkout (hereinafter the "Subscription"), you will be billed on a recurring and periodic basis (such as monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

By purchasing the Membership, you hereby authorize and give permission to YWR Media Group LLC to **automatically** charge your credit card, debit card, or PayPal account, as payment for the Membership, for which you will receive an electronic receipt, at the time and interval in which payment is due **without any additional authorization from you**.

We will **not** contact you to seek any additional authorization, approval, or permission before charging your card for each monthly or yearly reoccurring Subscription payment.

By choosing a Subscription, you agree and understand that ALL monthly and yearly payments are owed in full until the Subscription has been canceled. There are no exceptions. No refund requests will be granted or accepted. Cancellation can be made by emailing Dayne at hello@faithfulcreators.com

3. Failed Subscription Payments / Re-charge procedures:

By signing up for the Subscription plan, your card will automatically be charged on a reoccurring basis depending on the Subscription plan chosen. You will receive an email 7 days before your Subscription renews. Please plan accordingly.

If your Subscription payment fails on the 1st attempt:

In the event that your Subscription payment is not successfully made on your due date, your credit card will automatically be re-charged after a 1 day **grace period** to make your payment of the Membership.

If your card was accidentally not updated or available to be processed at the time we attempted the initial charge, you'll have that 1 day grace period to update your card information without any penalty or losing access to the Membership.

After 2nd failed payment:

Your access to the Membership will be temporarily suspended and you will not be able to access the Membership at all until you successfully complete your payment. We will attempt to re-charge your credit card in 1 day.

After 3rd failed payment:

Your access will still be suspended, pending your successful completion of your owed late payment. In 1 day, we'll attempt to charge your card.

4th and final attempt to make payment:

The 4th attempt is the final attempt to collect your payment before the matter is forwarded to collections. If the 4th payment fails, you will be permanently removed from the Membership and no refund will be given.

When choosing the Subscription options, you consent to being responsible for ALL payments owed under the Membership terms.

4. Subscription Cancellations:

You may cancel Your Subscription renewal by contacting the Company (hello@faithfulcreators.com) at least 4 days PRIOR to your subscription renewal. Cancellations are processed Monday thru Friday. Cancellation requests within 24-48 hours of renewal may not be processed before your subscription renews- in the event of your subscription renewing, you will not be issued a refund. You will not

receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Membership until the end of Your current Subscription billing period. After your subscription is cancelled, paused, or expired you will lose access to the Membership, all content within it, and any bonuses received during your time in the Membership. You are required to commit to at least 1 month in the Membership, fully paid.

No Chargebacks:

You will not, under any circumstances, issue or threaten to issue any chargebacks to the Company or your credit card and/or form of payment (ie, PayPal) for any reason whatsoever related to the Membership. In the event of a chargeback, the Company reserves its right to report it to the credit bureaus as a delinquent account.

14. Severability

The provisions of these Terms of Use shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of these Terms of Use shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Terms of Use as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

15. Entire Agreement

These Terms of Use contains the entire agreement between you and the Company. There are no other promises or conditions in any other agreement (oral or written) between you and the Company.

16. Choice of Law + Venue

These Terms of Use shall be governed by the laws of the state of Arizona. Any action brought by any party arising out of or from these Terms shall be brought within the Arizona, County of the United States of America.

By purchasing and/or participating in the Membership, you implicitly signify your agreement to all of the terms in these Terms of Use.

If you have any questions about the Terms of Use, please contact Dayne hello@faithfulcreators.com. Thank you.