**FAITH2FEET, LLC’S**

**PRODUCT TERMS & CONDITIONS**

**OVERVIEW**

The terms “we,” “us,” and “our” refer to FAITH2FEET, LLC (“Company”). Any product for sale on the www.faith2feet.com (the “Site”) website hereafter is referred to as the “Product.” The terms “user,” “you,” and “your” refer to site customers, and any and all other purchasers of the Product. Your purchase of the Product, including but not limited to, any and all materials presented herein and any and all online services provided by the Company constitutes your agreement to all such terms (the “Terms”).

The sole purpose of this Product and the contents herein are to provide educational and informational services, products, and resources (“information”). Though every effort has been made to provide accurate information and representations in all of Company’s services, products, programs, and materials, Company cannot guarantee the complete accuracy of any information. Nothing in this product and nothing in Company’s statements, whether written or oral, should be construed as a promise or guarantee about the outcome of the services, products, or program. Company makes no such promises or guarantees.

**PLEASE READ THIS AGREEMENT CAREFULLY**. By purchasing this Product, you (a) represent and warrant that you are of legal age and sound mind to agree to the terms and conditions herein, (b) understand and acknowledge you have an obligation to read these Terms, should read these Terms, and are precluded from asserting the defense of lack of reading these Terms against all remedies contained herein, and (c) accept and agree to be bound and abide by the terms and conditions herein.

**Product**

Company agrees to provide you access to the Product for 12 months. At the time of purchase, you have a one end-user license to the Product. You acknowledge and agree to pay the full fee as listed on the Site, whether or not you decide to take full advantage of the Product or discontinue use of the Product.

**Copyright Notice**

By enrolling and/or purchasing this Product or downloading any resource (collectively, “Company’s Works”) provided or sold by Company, you acknowledge that all of Company’s Works are their intellectual property and copyright protected pursuant to U.S. Copyright laws. Your enrollment or purchase of any of Company Works grants you a one-user license and any dissemination of any of Company’s Works, in part or in whole, to any third-party is strictly prohibited. Any dissemination in any form of any of Company’s Works, in part or in whole, is a violation of Company’s Terms of Use and your user-license (“violation”). Any violation may result in a revocation of your user-license which will forfeit any and all payments paid to Company.

**Your Account**

In order to use the Product, you may be required to provide information about yourself, including but not limited to, your name, email address, username and password, and other personal information (collectively, “Account Information”). You expressly agree that any and all Account Information given by you or your representative acting on your behalf to Company will be and remain accurate, complete, reliable, up to date and error-free. Youmust not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

If you use the Product, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. Company and its associates reserve the right to refuse or cancel use of the Product, terminate accounts, or remove or edit content in our sole discretion.

**Payments/Cancellation/Refund Policy**

By you purchasing the Product, you grant Company the right to charge the method of payment provided for the full price of any and all Company provided services or products pursuant to the payment option selected and agreed to. You expressly agree that Company may charge your payment method for the purchased Product or agreed to by you and for any additional amounts (including any taxes and late fees and other amounts due) that may be accrued by or in connection with the Product.

You further acknowledge and agree to pay the full amount of any purchase price listed on the Site or agreed upon by you in writing. If you elect a payment method of installment payments (“Payment Plan”) instead of full payment, your Payment Plan will not waive your obligation to pay full price for the products and services purchased through the Site or otherwise agreed to by you. By participating in a Payment Plan or membership subscription, you agree that your payment to Company will be placed on autopay.

Whether you choose a Payment Plan or decide to pay for the Product in full, you understand that there are **NO REFUNDS**, **NO AMORTIZATION**, and **NO CHARGEBACKS** of any sort, at any time, for any reason. You further acknowledge and agree that all compensation paid to Company is **non-transferable** and **non-refundable.** You further agree to be financially responsible for any and all purchases made on the Site or through the Company, by you or your representative acting on your behalf.

Notwithstanding the foregoing, refunds will be issued only if the Company charged your payment method more than once for the same services, programs, or products within the same account. We are not responsible for payments charged by customers more than once in a 24 hour or more time frame for the same services within the same account. You further acknowledge that failure to attend any sessions, classes, or meetups set forth in any of Company’s programs, products or services does not entitle you to a refund. This policy remains in affect notwithstanding your attendance.

YOU ARE RESPONSIBLE FOR THE TIMELY AND FULL PAYMENT OF ANY AND ALL FEES PAYABLE TO COMPANY AND ACCEPT LIABILITY ON BEHALF OF ANY THIRD PARTY IN THE EVENT OF LATE PAYMENT. FAILURE TO RECEIVE TIMELY PAYMENT MAY RESULT IN A SUSPENSION OF ANY SERVICES OR PRODUCTS AND THE CANCELLATION OF ANY PAYMENT PLAN(S) WITH THE BALANCE DUE UPON CANCELLATION OF THE PAYMENT PLAN. COMPANY RESERVES THE RIGHT, WITHOUT PREJUDICE TO ANY OF ITS RIGHTS AND REMEDIES, TO SUSPEND THE PROVISION OF SERVICES, WITHOUT LIABILITY TO YOU.

**Links to Third Party Sites/Third Party Services**

The Product may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Company, and Company is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Company of the Linked Site or any association with its operators.

**No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable, one end-user license to access and use the Product strictly in accordance with these Terms. As a condition of your use of the Product, you expressly agree that you will not use the Product for any purpose that is unlawful or prohibited by these Terms. You may not use the Product in any manner which could damage, disable, overburden, or impair the Product, Site or interfere with any other party’s use and enjoyment of the Product. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Product.

All content, media and phrases included as part of the Product or on the Site, including but not limited to trademarks, copyrights, proprietary information, graphics, logos, images, other intellectual property, as well as the compilation thereof, and any software used on the Site or in the Product, (collectively the “Intellectual Property”), is the intellectual property of Company in which Company has sole ownership thereof. You agree to observe, abide by all and not to infringe on any copyright, trademarks and other proprietary notices, legends, or other restrictions contained in the Intellectual Property. You further expressly agree not to modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Intellectual Property, in whole or in part, without our prior express written consent of Company.

By your purchase of the Product, you agree (i) that any confidential information shared by the Company, including but not limited to, proprietary intellectual property, services, creative elements, artwork, research material and data, and other confidential and/or proprietary information and ideas that may not have been disclosed to the public, is confidential and proprietary and belongs solely and exclusively to the Company; (ii) not to disclose such confidential information to any other person or entity or use it in any manner other than in discussion with the Company; (iii) not to solicit business from any client of Company, sell any Product or services similar thereto, or contact any client of Company for the purpose of circumventing Company or competing with Company; and (iv) that before, during and after use of the Product, you shall refrain from making any statements, comments, or any communications whether written or oral, in any form, of a defamatory, criticizing, ridiculing, or disparaging nature to any third-party regarding Company or any of its officers, directors, employees, personnel, agents, policies, services, or products, other than to comply with applicable federal, state, and local law. Furthermore, you agree that if you violate, or display any likelihood of violating these Terms in this paragraph, Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations, and/or any other forms of relief at law or equity as may be available.

Company content is not for resale. Your use of the Product does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written consent of Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the Intellectual Property of Company or our licensors except as expressly authorized by these Terms. If you violate this No Unlawful or Prohibited Use/Intellectual Property provision, Company reserves the right to immediately remove you from the Product, without notice or refund.

 **THIS NO UNLAWFUL OR PROHIBITED USE/INTELLECTUAL PROPERTY PROVISION SHALL SURVIVE THE TERMINATION OF THESE TERMS.**

**Notice of Recording**

When you participate in any live or recorded virtual trainings, virtual events, or any other virtual settings (collectively, the “event”) of Company, you are participating in an event where photography, audio and video recording may occur.

By your continued participation in this event, you consent and authorize Company to use your likeness in any and all photography, audio recording, video recording or other digital media (collectively, the “media”) for upcoming news, webcasts, promotional purposes, advertising, inclusion on websites, social media, or any other purposes deemed reasonable by Company, its employees, officers, affiliates, assigns, successors in interest, agents, partners, representatives, and all participating persons (collectively, “Affiliates”).

You, and anyone claiming on behalf of you, release and forever discharge Company and Affiliates from any and all liability connected with the event and media. You further waive any and all claims of compensation, payment, or royalties in connection to any further use of the media notwithstanding its purpose, sponsorship, webcast, etc. You, and anyone claiming on behalf of you, further waive any right to inspect or approve any media by Company and Affiliates.

You have been fully informed of Company’s Notice of Recording and by your continued participation, you acknowledge and understand your consent, waiver of liability, and release before entering the event.

**Noncompete and Nonsolicitation**

You shall not compete with Company’s business without the express written consent of Company, which includes but is not limited to, reworking, reselling, pitching in any format, Company’s Intellectual Property.

You agree that during your access to the product and for 12 consecutive months after the termination of these Terms, You will not solicit business from any client or work for any client of Company without prior written consent. Furthermore, You agree not to contact any customers or clients of Company (other than for the purpose of networking), including but not limited to for the purpose of circumventing Company or competing with Company, or discussing the economics of Company’s relationship with You with Company’s customers.

In the even that You violate this paragraph and the provisions herein, You shall pay a liquidated damage amount of $8000 per breach, in addition to actual damages as actual damages are difficult to quantify.

**Indemnification**

You agree to indemnify, defend, and hold harmless Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any provision of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses.

**Notices**

All notices, demands, requests and user communication (collectively, “Notices”) hereunder shall be in writing. The addresses for Notices are as follows: info@faith2feet.com

**Dispute Resolution**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved solely and finally settled by a competent court of law in the state of Arkansas in the County in which the business is located. In the event there is dispute relating to any provision of the Terms, both Parties acknowledge and agree that neither Party will be entitled to the costs and expenses incurred by the prevailing party in the dispute, including but not limited to, all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses. These Terms shall be governed by and construed in accordance with the laws of the State of Arkansas without giving effect to the principles of conflict of laws thereof.

**THIS DISPUTE RESOLUTION PROVISION SHALL SURVIVE THE TERMINATION OF THESE TERMS.**

**Class Action Waiver**

Any lawsuit under these Terms will take place on an individual basis; class lawsuits and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Company agree otherwise, the judicial officer may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PRODUCT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. COMPANY AND/OR ITS AFFILIATES MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT AT ANY TIME.

COMPANY AND/OR ITS AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS-IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND/OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE PRODUCT OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NOTWITHSTANDING THE FOREGOING, SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PRODUCT, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PRODUCT.

**Termination/Access Restriction**

Company reserves the right, in its sole discretion, to terminate your access to the Product and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, these Terms is governed by the laws of the State of Arkansas, and you hereby consent to the exclusive jurisdiction and venue of courts in the State of Arkansas in the county in which the business is located, in all disputes arising out of or relating to the use of the Product. Use of the Product is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms or use of the Product. Company’s performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Company’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Company with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between you and the Company with respect to the Product and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Company with respect to the Product. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms and all related documents be written in English.

**Changes to Terms**

Company reserves the right, in its sole discretion, to change the Terms under which the Product is offered at any time. Any such changes are effective immediately upon notice of the amendment to the Terms. Your continued use of the Product or Site following notification of the amendment, constitutes acceptance the amended Terms. The most current version of the Terms will supersede all previous versions. Company encourages you to periodically review the Terms to stay informed of our updates.

**Assignment**

These Terms bind and inure to the benefit of the parties’ successors and assigns and are not assignable, delegable, sublicensable, or otherwise transferable by user. Any attempt to transfer, assign, delegate, or sublicense these Terms by user is invalid.

**Contact Us**

Company welcomes your questions or comments regarding the Terms at info@faith2feet.com