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To access the Website or some of the resources it offers, You may be asked to provide certain registration details or other information. It is a condition of Your use of the Website and any resources downloaded from the Website that all the information You provide on the Website is correct, current, and complete. You agree that all information You provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and You consent to all actions we take with respect to Your information consistent with our Privacy Policy.

If You choose or receive a username, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Website or portions of it using Your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Use.

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No Guarantees As To Results

You agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that Your ultimate success or failure will be the result of Your own efforts, Your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

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

Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service, or functionality originating from the Website, You hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service, or functionality on behalf of the Website’s users and customers.

No Endorsements

From time to time, the Company will refer to other products, services, coaches, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. The Company provides this information as a reference for users. It is Your responsibility to conduct Your own investigation and make Your own determination about any such product, service, coach, consultant, and/or expert.

Testimonials

At various places on this Website, You may find testimonials from clients and customers of the products and services offered on this Website or by the Company. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

Although these testimonials are truthful statements about results obtained by

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At various times, we may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or software applications. Any such reviews will represent the good-faith opinions of the author of such reviews. The products and services reviewed may be provided to the Company for free or at a reduced price as an incentive to provide a review.

Regardless of any such discounts, we will provide honest reviews of these products and/or services. You recognize that You should conduct Your own due diligence and should not rely solely upon any reviews provided on this website.

We will disclose the existence of any discounts or incentives received in exchange for providing a review of a product. If You would like more information about any such discounts and incentives, send an email to hello@popcreativemedia.com that includes the title of the reviewed product as the subject line. We will respond via email and disclose any incentives or discounts we received in association with any such review.

Affiliate Links

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Choice of Law & Choice of Forum

The Parties agree that this Agreement shall be construed under the laws of Hawaii regardless of any choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in Honolulu, Hawaii under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is

conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Fee Shifting

The Parties agree that the prevailing Party in any action relating to or arising out of this Agreement will be awarded its reasonable attorneys' fees and costs incurred as a result of such a proceeding.

Miscellaneous Clauses

The Parties further agree:

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Assignment. Neither Party may assign, transfer, delegate or subcontract any of its

rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. For the avoidance of doubt, any party may rely upon employees or independent contractors to perform any work required of it in this agreement, but the Party shall remain ultimately responsible for the completion of that work and its quality. Any purported assignment or delegation in violation of this Section shall be null and void.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Indemnification. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising from the Indemnifying Party's (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of

adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.

Contact Us

The Company welcomes Your questions or comments:

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