

Terms & Conditions – VMMA

VMMA Terms & Conditions ie Terms of Service

Introduction

Welcome to VMMA. This website is owned and operated by Vision Media Consulting. By visiting our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as ‘User Agreement’), along with the terms and conditions as stated in our Privacy Policy (please refer to the Privacy Policy section below for more information).

This agreement is in effect as of April 23, 2024.

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

Responsible Use and Conduct

By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as ‘Resources’), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations, and generally accepted online practices or guidelines.

Wherein, you understand that:

1. To access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.
2. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.
3. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical, or unconventional means.

4. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
5. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.
6. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.
7. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your responsibility to use these tools in a responsible and ethically informed manner. Using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:
 8. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
 9. Infringes on any trademark, patent, trade secret, copyright, or other proprietary rights
- ii. Contains any type of unauthorized or unsolicited advertising.
- iii. Impersonates any person or entity, including any Vision Media Consulting employees or representatives.

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

1. We do not assume any liability for any content posted by you or any other 3rd party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of Vision Media Consulting, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers to and applies to content posted via open communication tools as described and does not refer to information that is provided as part of the registration process, necessary to process. All information provided as part of our registration process is covered by our [privacy policy](#).
2. You agree to indemnify and hold harmless v2.media and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages, and costs, including,

reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such an event, you shall provide us with such cooperation as is requested by us.

Privacy

Your privacy is particularly important to us, which is why we have created a separate Privacy Policy to explain how we collect, manage, process, secure, and store your private information. Our privacy policy is included under the scope of this User Agreement. To read our privacy policy in its entirety, [click here](#).

Limitation of Warranties

By using our website, you understand and agree that all Resources we provide are “as is” and “as available.” This means that we do not represent or warrant to you that:

- i) the use of our Resources will meet your needs or requirements.
- ii) the use of our Resources will be uninterrupted, timely, secure, or free from errors.
- iii) t, the information obtained by using our Resources will be accurate or reliable, and
- iv) any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

- v) any content downloaded or otherwise obtained through the use of our Resources is done at your discretion and risk, and you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.
- vi) no information or advice, whether expressed, implied, oral, or written, obtained by you from v2.media or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

Affiliate Program

This affiliate program is one level paid out at 20%. The payout will be made when your account reaches a minimum of \$100.00 of accumulated commissions. All payouts are completed through Bank Deposit Only.

Commissions are defined as an order that has been made and delivered before it is eligible for payment. Any orders that have been refunded for any reason will result in the com reason being removed.

Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. v2.media will not be liable for any direct, indirect, incidental, consequential, or exemplary loss or damages w, which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

Copyrights/Trademarks

All content and materials available at Vision Media Consulting including but not limited to text, graphics, website name, code, images, and logos are the intellectual property of Vision Media Consulting and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display, or transmission of any content on this site is strictly prohibited unless specifically authorized by v2.media.

Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent, or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Governing Law

This website is controlled by Vision Media Consulting from our offices located in the state of TX, USA. It can be accessed by most countries around the world. As each country has laws that may differ from those of TX, by accessing our website, you agree that the statutes and laws of XN, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts located in the USA, TX You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Guarantee

UNLESS OTHERWISE EXPRESSED, VISION MEDIA CONSULTING EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Refund Policy

✔ **We offer a 30-day money back guarantee.**

✔ If vmma does not deliver the guaranteed yes responses You paid for within 30 days, you may request a full refund.

✔ Your 30-day clock starts from the very first Day you receive “Yes” responses from your VMMA marketing campaign.

✔ All refunds will be honored based on the above criteria.

✔ All refunds will be returned via ZELLE within 10 business days of your request.

✔ Once your refund is given you will no longer be a member of VMMA. All future commissions due you will be forfeited.

Part 2 Of 2

VMMA Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how their ‘Personally Identifiable Information’ (PII) is being used online. PII, as described in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number, credit card information, social security number or other details to help you with your experience.

When do we collect information?

We collect information from you when you register on our site, place an order, subscribe to a newsletter, respond to a survey, fill out a form, Use Live Chat, Open a Support Ticket or enter

information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To improve our website in order to better serve you.

To allow us to better service you in responding to your customer service requests.

To administer a contest, promotion, survey or other site feature.

To quickly process your transactions.

To ask for ratings and reviews of services or products

To follow up with you after correspondence (live chat, email or phone inquiries)

How do we protect your information?

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.

We use regular Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order, enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

Help remember and process the items in the shopping cart.

Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off, it won't affect the user's experience.

General Data Protection (GDPR) Compliance

YOUR RIGHTS

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

DATA RETENTION

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when its release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses

Third-party links

Occasionally, at our discretion, we may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.

<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We have not enabled Google AdSense on our site but we may do so in the future.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require any person or company in the United States (and conceivably the world) that operates websites collecting Personally Identifiable Information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals or companies with whom it is being shared. – See more at:

<http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.OFdRbT51.dpuf>

According to CalOPPA, we agree to the following:

- Users can visit our site anonymously.
- There is a Privacy Policy link on the footer of every page on our website
- Our Privacy Policy link includes the word 'Privacy' and can easily be found on the page specified above.
- You will be notified of any Privacy Policy changes on our Privacy Policy Page
- Can change your personal information by logging in to your account
- How does our site handle Do Not Track signals?
- We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.
- Does our site allow third-party behavioral tracking?
- It's also important to note that we do not allow third-party behavioral tracking

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under the age of 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, United States' consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under the age of 13 years old.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via email within 1 business day

We will notify the users via in-site notification

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions
- Process orders and to send information and updates pertaining to orders.
- Send you additional information related to your product and/or service
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred.
- To be in accordance with CAN SPAM, we agree to the following:
- Not use false or misleading subjects or email addresses.
- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can follow the instructions at the bottom of each email and we will promptly remove you from ALL correspondence.

Contacting Us

If there are any questions regarding this privacy policy, you may contact us using the information below.

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USA

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432-270-3877