#### Terms of Service for The DJ Collective

### **Effective Date: August 20, 2024**

Welcome to The DJ Collective! These Terms of Service ("Terms") govern your use of our community services, including access to our Discord server and any associated platforms. By subscribing to and using our services, you agree to these Terms.

## 1. Acceptance of Terms

- 1.1 **Agreement:** By subscribing to The DJ Collective, you agree to these Terms and our Privacy Policy. If you do not agree with these Terms, you must not use our services.
- 1.2 **Updates:** We may update these Terms from time to time. Any changes will be posted on our website and/or communicated via email. Continued use of our services constitutes acceptance of any modifications.

## 2. Subscription and Payment

- 2.1 **Subscription Fees:** Our subscription service is billed monthly. Payments are processed through Whop. The fees are non-refundable except as required by law.
- 2.2 **Payment Method:** You must provide valid payment information to subscribe. You are responsible for keeping your payment method up-to-date.
- 2.3 **Cancellation:** You may cancel your subscription at any time through Whop. Your cancellation will take effect at the end of the current billing cycle.

#### 3. Access and Use

- 3.1 **Access:** Upon successful subscription, you will receive access to our Discord server and associated features. Access is granted for the duration of your subscription.
- 3.2 **Use of Service:** You agree to use our services for lawful purposes only. You must not engage in any behavior that disrupts, impairs, or interferes with our community or the experiences of other members.

### 4. Content and Conduct

- 4.1 **Member Content:** Any content you post within the community must adhere to our community guidelines. You retain ownership of your content but grant us a license to use, display, and distribute it within our community.
- 4.2 **Prohibited Conduct:** You must not engage in harassment, discrimination, or any illegal activity. You must not spam, post misleading information, or engage in activities that harm our community or violate these Terms.

4.3 **Enforcement:** We reserve the right to remove content and/or suspend or terminate accounts for violations of these Terms or our community guidelines.

# **5. Intellectual Property**

- 5.1 **Ownership:** All intellectual property rights in our services, including but not limited to content, trademarks, and technology, are owned by The DJ Collective or its licensors.
- 5.2 **License:** We grant you a limited, non-exclusive, non-transferable license to access and use our services for personal use in accordance with these Terms.

# 6. Limitation of Liability

- 6.1 **Disclaimer:** Our services are provided "as is" and "as available." We make no warranties, express or implied, regarding the availability, accuracy, or reliability of our services.
- 6.2 **Liability:** To the fullest extent permitted by law, The DJ Collective is not liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of our services.

#### 7. Indemnification

7.1 **Indemnity:** You agree to indemnify, defend, and hold harmless The DJ Collective, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including legal fees) arising out of your use of our services or any violation of these Terms.

# 8. Dispute Resolution

- 8.1 **Informal Resolution:** For any disputes or concerns, please contact us at eliteheydj@gmail.com to attempt an informal resolution.
- 8.2 **Formal Resolution:** If informal resolution is not possible, disputes will be resolved through binding arbitration in accordance with the rules of [Arbitration Organization], and judgment on the arbitration award may be entered in any court having jurisdiction.

# 9. Governing Law

9.1 **Applicable Law:** These Terms are governed by and construed in accordance with the laws of state/country, without regard to its conflict of law principles.

### 10. Miscellaneous

10.1 **Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

- 10.2 **Entire Agreement:** These Terms, together with our Privacy Policy, constitute the entire agreement between you and The DJ Collective regarding your use of our services.
- 10.3 **No Waiver:** Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

By subscribing to The DJ Collective, you acknowledge that you have read, understood, and agree to these Terms of Service.

### -The DJ Collective