

TERMS OF SERVICE

Funneling Media LLC

Last Updated: November 27, 2025

1 ACCEPTANCE OF TERMS

By accessing, browsing, or using the website, software, coaching programs, or services (collectively, the "Services") provided by **Funneling Media LLC** ("Company," "we," "us," or "our"), having its principal mailing address at **17224 S. Figueroa Street, #F9723, Gardena, California 90248**, you ("Client," "User," or "you") agree to be bound by these Terms of Service ("Terms").

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE USE OF OUR SERVICES.

2 NATURE OF SERVICES & THIRD-PARTY DEPENDENCIES

2.1 Hybrid Service Model

The Company provides a hybrid service model including but not limited to:

1. **Software Solutions:** Access to the Funneling.com platform, AI voice agents, and CRM tools.
2. **Educational Content:** Training modules, swipe files, and standard operating procedures (SOPs).
3. **Coaching & Support:** Consulting, onboarding calls, and support channels.

2.2 Delivery Definition

Access to the Services is deemed fully delivered and irrevocable the moment the Company sends the initial welcome or onboarding email containing the Client's login credentials to the Funneling.com platform and/or proprietary training portal. Non-receipt of the email due to Client spam filters or invalid email addresses shall not nullify the delivery obligation.

2.3 Third-Party Dependencies

You acknowledge that the Services are built upon and integrated with third-party platforms, APIs, and artificial intelligence models, including but not limited to **HighLevel (GHL), OpenAI, and others**. The Company is not responsible for, and shall not be liable for, any service interruptions, data loss, or functionality issues caused by these third-party providers.

3 PAYMENT TERMS & OBLIGATIONS

3.1 Fees and Billing

By enrolling in a Program or subscribing to software, you authorize the Company to charge your payment method for all applicable fees.

3.2 Payment Plans, Late Fees, and Data Handling

If you opt for a payment plan, you are legally bound to pay the full amount.

- **Late Fee:** Any payment not received within three (3) days of the due date shall incur a late fee of **3% per month** on the outstanding balance, compounded monthly.
- **Suspension & Data Deletion:** Failure to make payments will result in the immediate suspension of access to all Services. If payment remains outstanding for more than **60 days**, the Company reserves the irrevocable right to **permanently delete all Client data** and account information stored within the platform without further notice or liability.

3.3 Chargebacks and Disputes

You waive the right to dispute any charge with your bank or credit card company ("Chargeback") once you have accessed the Services. If you initiate a Chargeback, the Company will pursue all legal remedies, including recovery of fees and legal costs.

4 INTELLECTUAL PROPERTY RIGHTS

All content, software, graphics, video, text, and course materials are the exclusive property of Funneling Media LLC. You are granted a limited, non-exclusive, non-transferable, revocable license for your internal business use only. You **MUST NOT** share login credentials, copy content for resale, or reverse engineer the software.

5 NON-SOLICITATION OF COMPANY PERSONNEL AND CLIENTS

During your use of the Services and for a period of twelve (12) months following termination, you agree not to directly or indirectly solicit, induce, or encourage any employee, contractor, or other Client of Funneling Media LLC to terminate their relationship with the Company or to enter into any competing business relationship. This clause is necessary to protect the Company's business continuity and investment in its personnel.

6 EARNINGS DISCLAIMER & NO GUARANTEES

WE DO NOT GUARANTEE RESULTS. You are responsible for generating your own leads and managing your own sales processes. We provide tools and knowledge; your success depends solely on your execution.

7 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, FUNNELING MEDIA LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

8 GOVERNING LAW & DISPUTE RESOLUTION

8.1 Jurisdiction

These Terms shall be governed by the laws of the **State of Delaware**, without regard to its conflict of law provisions.

8.2 Binding Arbitration in Dubai

Any dispute arising under these Terms shall be resolved exclusively through binding arbitration. The venue for arbitration shall be **Dubai, United Arab Emirates**. You waive your right to a trial by jury and your right to participate in a class action lawsuit.

9 CONTACT

For legal notices: **Funneling Media LLC**
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Email: support@funneling.com