



MiFame — Terms of Service

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Effective Date: March 18, 2026

Last Updated: April 28, 2026

Welcome to MiFame. These Terms of Service ("Terms") govern your access to and use of the services provided by MiFame ("MiFame," "we," "us," or "our"), operated by Michael Mgaga and Saif Ghariani, doing business as MiFame. MiFame serves Clients worldwide across a wide range of business niches, with its principal operating jurisdiction in the State of New Mexico, United States.

By subscribing to any MiFame service plan, submitting an onboarding form, or otherwise engaging with our services, you ("Client," "you," or "your") agree to be bound by these Terms in their entirety. If you do not agree, do not use our services.

1. Overview of Services

MiFame is a social media content production studio that creates professional short-form video content (Reels), niche-tailored photography, and promotional graphics for local businesses across a range of niches — including but not limited to restaurants, cafés, salons, barbershops, gyms, retail shops, hotels, spas, and other visual-first businesses. Our services are available to Clients worldwide and are delivered on a monthly recurring subscription basis through the Whop platform or other designated billing systems.

Service deliverables, quantities, and turnaround times are defined by the subscription tier selected by the Client (Starter, Growth, or Pro) as described on our Whop shop listing at the time of purchase.

Optional Add-On — Social Media Management (SMM). In addition to standard content production, MiFame may offer optional Social Media Management

("SMM") add-on services — including but not limited to scheduled posting on the Client's behalf, caption writing, hashtag strategy, and basic comment/DM engagement management. SMM services, when offered, are billed separately from standard content production tiers and are subject to the specific scope, pricing, and terms agreed upon in writing between MiFame and the Client at the time of purchase. SMM is not included in any standard content production tier by default and remains an optional upgrade.

2. Subscription & Billing

2.1. Billing Platform. All payments are processed through the Whop platform or other billing systems designated by MiFame. By subscribing, you agree to the billing terms of the applicable platform in addition to these Terms.

2.2. Recurring Payments. Subscriptions are billed on a monthly recurring basis. Your subscription will automatically renew each month unless canceled prior to the next billing cycle.

2.3. Pricing. Current pricing is listed on our Whop shop. MiFame reserves the right to adjust pricing for future billing cycles with at least 30 days' written notice to the Client.

2.4. Failed Payments. If a payment fails, MiFame reserves the right to suspend content delivery until the outstanding balance is resolved.

3. Client Onboarding & Responsibilities

3.1. Onboarding Form. Upon subscribing, the Client is required to complete an onboarding form providing: business name, location, business niche/type, Instagram handle, social media links, 10–20 high-quality photographs of products, services, team, and/or business space, brand colors, logo (if available), aesthetic/vibe preferences, and top 5 signature offerings (menu items, services, products, etc.) to feature.

3.2. Client Materials. The Client is solely responsible for the accuracy, quality, and legality of all materials submitted to MiFame. By submitting materials, the Client represents and warrants that they own or have the necessary rights and permissions to use such materials.

3.3. Timely Communication. The Client agrees to respond to MiFame communications in a timely manner. Delays in providing requested information or feedback may result in delayed content delivery, for which MiFame shall not be held liable.

3.4. Compliance. The Client is responsible for ensuring that any content posted on their social media accounts complies with the applicable platform's terms of service and community guidelines.

4. Content Delivery

4.1. Turnaround. The first batch of content will be delivered within five (5) business days of receiving a completed onboarding form and all required materials.

4.2. Delivery Method. Content is delivered via shared Google Drive folder or through the Whop platform's content delivery features, as determined by MiFame.

4.3. Delivery Schedule. Subsequent monthly deliveries follow the weekly production schedule established during onboarding. Specific delivery dates may vary based on workload and Client responsiveness.

4.4. Revisions. Revisions are only included on the Pro tier (one round of revisions per monthly cycle). Revision requests must be submitted within five (5) business days of content delivery. Additional revisions or revisions on lower-tier plans may be accommodated at MiFame's discretion and may incur additional fees.

5. Content Ownership & Licensing

5.1. Ownership Transfer. Upon full delivery of content and receipt of the corresponding monthly payment, all intellectual property rights in the delivered content transfer to the Client. The Client owns the final delivered assets outright.

5.2. Portfolio & Marketing Rights. MiFame requests the right to use select delivered content in its own portfolio, marketing materials, case studies, and social proof — with the Client's written consent. MiFame will make a reasonable request for consent via email or messaging. If the Client does not respond to such a request within fourteen (14) calendar days, MiFame shall be deemed to have been

granted a non-exclusive, royalty-free, perpetual license to use the content for portfolio and marketing purposes only.

5.3. Pre-Delivery Rights. Prior to delivery and full payment, all content remains the intellectual property of MiFame.

6. Cancellation & Termination

6.1. Client Cancellation. The Client may cancel their subscription at any time through the Whop platform or the relevant billing system. Cancellation takes effect at the end of the current billing cycle. No partial refunds will be issued for the remaining days of a billing period.

6.2. MiFame Termination. MiFame reserves the right to terminate a Client's subscription at any time for any reason, including but not limited to: violation of these Terms, abusive behavior toward MiFame staff, or failure to pay. In the event of termination by MiFame without cause, the Client will receive any content already produced for the current billing cycle.

6.3. Effect of Termination. Upon termination, the Client retains ownership of all content previously delivered and paid for. MiFame's obligations to produce and deliver new content cease immediately upon termination.

7. Refund Policy

7.1. General Policy. MiFame operates a strict no-refund policy. Free samples are provided prior to subscription so that prospective Clients can evaluate the quality of our work before committing.

7.2. Exceptions. Refunds may be considered on a case-by-case basis in the event of a serious, documented error or failure on MiFame's part (e.g., complete failure to deliver content for a billing cycle with no resolution). All refund requests must be submitted in writing to legal@mifame.com.

7.3. Full Policy. For complete details, please refer to our separate Return & Refund Policy document.

8. Limitation of Liability

8.1. Content Performance. MiFame does not guarantee any specific results, including but not limited to: follower growth, engagement rates, increased revenue, or viral reach. Content is provided "as-is" for the Client's use.

8.2. Maximum Liability. To the maximum extent permitted by law, MiFame's total liability to the Client for any and all claims arising out of or related to these Terms or the services shall not exceed the total amount paid by the Client to MiFame in the three (3) months preceding the claim.

8.3. Exclusion of Damages. In no event shall MiFame be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities.

9. Indemnification

The Client agrees to indemnify, defend, and hold harmless MiFame, its founders, employees, and contractors from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to: (a) the Client's use of delivered content; (b) the Client's breach of these Terms; (c) any materials submitted by the Client that infringe upon the rights of a third party.

10. Disclaimer of Warranties

MiFame provides its services on an "as-is" and "as-available" basis. We make no warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. While we strive to deliver high-quality content, we do not warrant that content will meet every subjective expectation of the Client.

11. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive business information shared during the course of the engagement. This includes but is not limited to: business strategies, pricing models, client lists, and internal processes. This obligation survives termination of the subscription.

12. Modifications to Terms

MiFame reserves the right to update or modify these Terms at any time. Changes will be communicated via email or through the Whop platform. Continued use of our services after notification of changes constitutes acceptance of the revised Terms.

13. Governing Law & Dispute Resolution

13.1. **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of New Mexico, United States, without regard to its conflict of law provisions. The choice of New Mexico law reflects MiFame's principal operating jurisdiction and provides a stable, neutral substantive framework; it does not deprive any Client of mandatory consumer protections that may apply under the laws of the Client's country of residence where such protections cannot lawfully be waived.

13.2. **Good-Faith Negotiation.** Any dispute, claim, or controversy arising out of or in connection with these Terms (a "Dispute") shall first be addressed through good-faith negotiation between the parties. Either party may initiate this process by sending a written notice describing the Dispute to the other party. The parties shall use reasonable efforts to resolve the Dispute within thirty (30) days of such notice.

13.3. **Mediation (Optional).** If good-faith negotiation does not resolve the Dispute, the parties may, by mutual written agreement, submit the Dispute to non-binding mediation administered by a neutral, internationally recognized mediation provider (such as the ICC International Centre for ADR or the WIPO Arbitration and Mediation Center) before proceeding to arbitration.

13.4. **Binding Arbitration.** If the Dispute remains unresolved after the negotiation period (and any agreed mediation), it shall be finally and exclusively resolved by binding arbitration administered under the **Rules of Arbitration of the International Chamber of Commerce (ICC)** by one (1) arbitrator appointed in accordance with those Rules. The seat of arbitration shall be a neutral venue mutually agreed upon by the parties; absent agreement, the seat shall be **London, United Kingdom**. The language of the arbitration shall be **English**. The arbitral

award shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction.

13.5. Small Claims & Expedited Procedure. Notwithstanding Section 13.4, for any Dispute where the amount in controversy does not exceed **USD \$10,000**, either party may elect to resolve the matter (a) in the small-claims court of the Client's place of residence or MiFame's principal operating jurisdiction, or (b) under the **ICC Expedited Procedure Rules** (or the equivalent expedited rules of the chosen forum), at the electing party's option.

13.6. Costs & Currency. Each party shall bear its own legal and professional costs of any negotiation, mediation, or arbitration, except that the arbitrator(s) may award reasonable costs and fees to the prevailing party where permitted by the applicable rules. All amounts in dispute shall be calculated and, where applicable, paid in **United States Dollars (USD)** unless the parties agree otherwise in writing.

13.7. Injunctive Relief. Nothing in this Section 13 shall prevent either party from seeking urgent injunctive, equitable, or interim relief from any court of competent jurisdiction to protect its intellectual property rights, confidential information, or other legitimate interests pending the outcome of arbitration.

13.8. No Class Actions. To the maximum extent permitted by applicable law, all Disputes shall be resolved on an individual basis. The parties waive any right to participate in a class action, collective arbitration, or representative proceeding. This waiver does not apply where prohibited by the mandatory laws of the Client's country of residence.

14. Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

15. Entire Agreement

These Terms, together with the Privacy Policy, Return & Refund Policy, and any other documents expressly incorporated by reference, constitute the entire agreement between the Client and MiFame regarding the subject matter herein.

16. Contact Information

For questions, concerns, or legal inquiries regarding these Terms:

MiFame

Email: legal@mifame.com

Support: support@mifame.com


Website: mifame.com



By subscribing to MiFame, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.



Operational Workflow — Legal layer

Sent to clients via:  [Client Onboarding Form](#) · .

Pricing referenced:  [Strategy & Plan - Launch](#).

Production scope:  [The Higgsfield Bible - Production Playbook](#) · 
[Client Content Hub - Operational Workflow](#).