

Terms and Conditions

Effective Date: July 1, 2026

These Terms and Conditions ("Agreement") govern your purchase and use of products and services offered by **Daniel Rg Crandall, 1Train1, Daniel Crandall Photographer**, and related Tennessee business entities ("Company," "we," "our," or "us"). By purchasing, accessing, or using any of our Services, you agree to be bound by this Agreement.

1. Services

The Company provides educational programs, consulting, coaching, mentoring, workshops, memberships, digital products, online courses, and related resources especially designed to assist individuals in writing, designing, publishing, marketing, and selling books.

All Services are educational in nature and are not intended as legal, accounting, tax, financial, or publishing representation.

2. Eligibility

You represent that you are at least eighteen (18) years of age or have the consent of a parent or legal guardian and are legally capable of entering into a binding agreement.

3. No Guarantee of Results

Publishing success depends upon numerous factors outside the Company's control, including market conditions, the quality of your work, your efforts, advertising expenditures, reader demand, retailer policies, and other variables.

Accordingly, the Company makes no guarantee regarding:

- publication by any publisher or agent;
- self-publishing success;
- book sales;
- royalties;
- bestseller rankings;
- speaking engagements;
- media appearances;
- income; or
- business growth.

Testimonials and examples presented by the Company represent individual experiences and should not be interpreted as promises or guarantees of future performance.

4. Intellectual Property

All educational materials, videos, recordings, worksheets, templates, presentations, graphics, lesson plans, course content, downloads, and other materials provided by the Company remain the exclusive intellectual property of the Company unless expressly stated otherwise.

Purchase grants you a limited, revocable, non-exclusive, non-transferable license for your personal use only.

You may not:

- reproduce Company materials;
- resell Company materials;
- publicly distribute Company materials;
- upload Company materials to file-sharing services;
- train artificial intelligence systems using Company materials without written permission;
- create derivative training programs based substantially upon Company materials.

5. Your Work

You retain ownership of your manuscripts, books, articles, illustrations, and other original works.

By submitting materials for review, editing, critique, or coaching, you grant the Company a limited license to access and review those materials solely for providing the requested Services.

You represent that your submitted work does not knowingly infringe another person's copyright or other intellectual property rights.

6. Copyright Responsibility

The Company does not verify ownership of materials submitted by customers.

You are solely responsible for ensuring that your work complies with United States copyright law and does not infringe the rights of third parties.

The Company reserves the right to discontinue Services if it reasonably believes submitted materials violate applicable law or intellectual property rights.

7. Payments

Payment is due at the time of purchase unless otherwise agreed in writing.

Payment plans are contractual obligations. Failure to complete payments may result in suspension or termination of Services.

Past-due balances may accrue interest at the lesser of:

- one and one-half percent (1.5%) per month; or
- the maximum amount permitted under applicable Tennessee law.

You agree to pay reasonable collection costs and attorneys' fees if permitted by applicable law and if legal action becomes necessary to collect amounts owed.

8. Refund Policy

Unless a specific written guarantee applies to a particular program, all purchases are non-refundable.

Digital products are considered delivered upon providing access.

Failure to attend coaching sessions, complete coursework, or use purchased materials does not create a right to a refund.

Nothing in this Agreement limits any non-waivable consumer rights provided under applicable law.

9. Scheduling

Private coaching sessions cancelled with less than twenty-four (6) hours' notice may be forfeited.

The Company may reschedule appointments because of illness, emergencies, weather events, or circumstances beyond its reasonable control.

10. Confidentiality

Information shared during coaching sessions will be treated as confidential except where disclosure is:

- authorized by you;
- required by law;
- necessary to protect legal rights;
- required during litigation;
- necessary to prevent fraud or unlawful conduct.

11. Online Communities

Participants are expected to conduct themselves professionally and respectfully.

The Company may remove any participant engaging in harassment, threats, discrimination, repeated disruption, unlawful conduct, or behavior that materially interferes with the learning experience.

12. Technology Disclaimer

The Company is not responsible for interruptions caused by:

- internet outages;
- hosting failures;
- software providers;
- payment processors;
- webinar platforms;
- cybersecurity incidents beyond reasonable control; or
- force majeure events.

13. Third-Party Services

Recommendations regarding editors, designers, printers, software providers, distributors, or marketing professionals are provided solely for convenience.

The Company makes no warranty regarding third-party services or products.

Any agreement with a third party is solely between you and that provider.

14. Disclaimer of Warranties

To the fullest extent permitted by Tennessee law, the Services are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

15. Limitation of Liability

To the fullest extent permitted by Tennessee law, the Company's total liability for any claim arising out of or relating to the Services shall not exceed the amount actually paid by you for the specific Service giving rise to the claim.

The Company shall not be liable for indirect, incidental, consequential, exemplary, punitive, or special damages, including lost profits, lost business opportunities, lost royalties, or loss of data.

Some jurisdictions do not allow certain limitations of liability, so portions of this section may not apply where prohibited by law.

16. Indemnification

You agree to defend, indemnify, and hold harmless the Company and its owners, officers, employees, contractors, and affiliates from claims, damages, liabilities, expenses, and attorneys' fees arising from:

- your breach of this Agreement;
- your violation of applicable law;
- your published content;
- your infringement of another person's intellectual property rights; or
- your misuse of the Services.

17. Force Majeure

The Company shall not be liable for delays or failures caused by events beyond its reasonable control, including acts of God, severe weather, governmental action, epidemics, utility failures, labor disputes, cyberattacks, or internet disruptions.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict-of-law principles.

19. Venue

Any legal proceeding arising out of this Agreement shall be brought exclusively in the state or federal courts located in **[Your County] County, Tennessee**, and each party consents to the personal jurisdiction of those courts.

20. Dispute Resolution

Before filing litigation, the parties agree to make a good-faith effort to resolve any dispute through informal negotiations.

If the dispute cannot be resolved within thirty (30) days, either party may pursue any remedy available under applicable Tennessee law.

21. Electronic Communications

You consent to receive agreements, notices, disclosures, invoices, receipts, and other communications electronically.

Electronic acceptance of this Agreement has the same legal effect as a handwritten signature under applicable federal and Tennessee law.

22. Privacy

Your personal information will be handled in accordance with the Company's Privacy Policy.

23. Changes to These Terms

The Company may update these Terms from time to time. Updated versions will become effective upon posting unless otherwise stated.

Continued use of the Services constitutes acceptance of the revised Terms.

24. Severability

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

25. No Waiver

Failure by the Company to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

26. Entire Agreement

This Agreement constitutes the complete agreement between the parties concerning the Services and supersedes all prior discussions or agreements relating to those Services.

27. Contact Information

Questions regarding these Terms may be directed to:

Daniel Rg Crandall

1Train1

7790 Nolensville Road, Nolensville, TN 37135

Daniel@1train1.com

615-807-0088