

Kingdom Winds Collective Membership Agreement

The Kingdom Winds Collective Membership Agreement (“Agreement”) is between Kingdom Winds LLC (“Kingdom Winds”), also trading as Kingdom Winds and Kingdom Winds Collective, and you (“Collective Member.”)

Kingdom Winds Collective

Kingdom Winds Collective (“Collective”) is a formal alliance of individuals, ministries, businesses, and entities focused on advancing Christianity through creative works, service, teaching, missions, and other faith-based acts. Kingdom Winds LLC is the creator, organizer, operator, and administrator of Kingdom Winds Collective. Accordingly, Kingdom Winds has legal ownership of and authority over Kingdom Winds Collective. Although participating with and benefiting from this formal alliance known as KWC, Members agree to be bound by this Agreement and the authority of Kingdom Winds.

Collective Members acknowledge that KingdomWinds.com is primarily a digital platform to publish and provide a Marketplace for Christian content, products, and services. Kingdom Winds grants Collective Members access to its platform and audience subject to certain terms, conditions, fees and charges; however, Collective Members agree that maintaining regular content contribution and product offerings are important elements to the viability and success of Kingdom Winds Collective and Kingdom Winds. Kingdom Winds reserves the right to downgrade, change, cancel, or revoke memberships at its sole discretion.

Kingdom Winds Marketplace

The Kingdom Winds Marketplace (“Marketplace”) is owned and operated by Kingdom Winds LLC and is comprised of a collection of individual, dedicated stores operated by Kingdom Winds Collective Collective Members. Kingdom Winds desires to build and maintain a culture and “brand promise” founded in quality, excellence, responsiveness, integrity, and honor. By virtue of Kingdom Winds Collective membership, Members are granted access and the right to operate (“own”) a dedicated store. All sale transactions are between buyers and sellers (Collective Members or “store owners”); however, Kingdom Winds reserves the right to oversee, facilitate, or intervene as deemed necessary to ensure customer service, resolve issues, and handle disputes.

As product or service sellers, Collective Members are responsible for payment of any required sales tax along with necessary tax filings. Kingdom Winds Marketplace utilizes a third party tax service (“TaxJar”) to maintain all U.S. state and local requirements and properly calculate sales tax. In general, the need to collect sales tax is determined by the buyer’s address and the locations where each seller has “nexus.” For most individual sellers, nexus would simply be their own physical address (however, Collective Members should consult their own tax advisors, as well as applicable state and local requirements.) Collective Members acknowledge and agree that, although Kingdom Winds helps to facilitate the collection and accounting of sales tax, it is Collective Member’s responsibility to file and pay required sales tax.

Collective Members acknowledge and agree that the Kingdom Winds Marketplace (“Marketplace”) is a critical design element of the Kingdom Winds and Kingdom Winds Collective business model. In addition to allowing Collective Members to showcase and sell their products, the Marketplace is a vital revenue source necessary for Kingdom Winds to create and maintain its platform, audience, and services. Accordingly, in order to maintain ongoing viability, control Member costs, and maintain a reciprocal value proposition, Collective Members agree to list and sell their respective eligible products in the Marketplace to the extent possible. Collective Members also agree to operate in good faith and not to circumvent Marketplace sales, directly or indirectly refer buyers to another sales channel, or undermine Kingdom Winds’ rightful ability to collect commissions.

Collective Members acknowledge and agree to cooperate and fully participate with Kingdom Winds third party service providers necessary to operate the Marketplace, such as its payment gateway and credit card merchant (Stripe) and sales tax engine (TaxJar.)

Digital Publishing and Content Contribution

The Kingdom Winds Digital Publishing Platform (“Digital Platform”) is owned and operated by Kingdom Winds LLC, which reserves all rights related to published and unpublished content. Collective Members acknowledge and agree that the Digital Platform is a critical design element of the Kingdom Winds and Kingdom Winds Collective business model. In addition to providing the opportunity for Members to gain exposure, build brand, expand following, and increase influence, the Digital Platform draws traffic and the primary target audience to the site as well as increases search rankings. Regular content contribution is both an essential component to the success of Kingdom Winds and individual Collective Members as well as an implied obligation of Collective Members (other than Associate Members.)

Membership Categories

Kingdom Winds currently recognizes and maintains two basic membership categories or classes as follows: 1) Kingdom Winds Collective Member and 2) Kingdom Winds Collective Associate Member. The key differentiator of these two membership categories is that the former intends to be a regular digital content contributor, while the latter do not intend to be regular content contributors (although they may still submit content.) Initial classification will be based on each applicants’ good faith indication and subjective review of submitted work samples; however, Kingdom Winds reserves the right to change classifications based on the actual activity.

Additionally, Kingdom Winds may offer enhanced membership designations (Kingdom Winds Collective Signature Member and Kingdom Winds Collective Featured Member) on a “by invitation only” basis. These enhanced membership invitations are offered according to Kingdom Winds discretion based on a variety of factors, including their known prominence, prevailing body of work, demonstrated excellence, established following, influence within the Christian Community, Founder’s Club status, recognized ministry, business partnership, contributions to Kingdom Winds, and other salient factors. Kingdom Winds extends these invitations to both new members and existing members.

Application and Approval for Membership

All parties agree that Kingdom Winds Collective is a membership organization and that Kingdom Winds retains the exclusive right to grant, deny, or continue membership. Kingdom Winds retains sole discretion in determining eligibility for membership, including whether a single membership or multiple memberships are required when a business, organization, ministry, or entity is not clearly established. Joining Kingdom Winds Collective requires formal application for membership, including submission of all required information, work samples, and fees. Membership acceptance is contingent upon acceptance of required agreements, affirmation of the Apostles Creed, and meeting all eligibility requirements. It also involves and is contingent upon subjective review of each applicant’s creative works.

Membership Term

Kingdom Winds Collective Membership is on an annual basis according to each Collective Member’s joining date and not according to calendar year. Memberships will automatically renew according to anniversary date unless terminated, subject to the rules and requirements set forth within this Agreement.

Membership Benefits

Members of the Kingdom Winds Collective are eligible for a variety of benefits according to membership category or class, which include access to the publishing platform, a dedicated Marketplace store, discounts on Kingdom Winds services, discounts on advertising, and other special offers made available from time-to-time.

Kingdom Winds makes no representations or guarantees regarding metrics and results, such as product sales, sales conversions, page views, website traffic, readership, following, etc.

Membership Fees

Unless otherwise agreed upon in writing or revised by a then-current promotion, Kingdom Winds Collective Members agree to pay all required membership fees, including the new member initiation fee and annual membership fee according to the relevant membership class then-current fees in effect. Collective Members further agree to have a valid credit card on record to be automatically charged according to the then-current fees for the relevant membership class in effect at time of renewal.

Collective Members may cancel membership anytime provided that it is at least 15 days prior to the annual renewal to avoid future charges; however, fees will not be refunded or prorated if membership is terminated by either party. Failure to pay required fees may result in membership being denied, suspended, or terminated. Kingdom Winds reserves the right to change, adjust, or add membership fees at anytime, but will generally provide at least 30 days notice before new fees go into effect for renewing members.

Collective Members acknowledge and agree that oversight and operation of the platform and membership entails substantial overhead and risk, and that the collection of fees are fair, reasonable, and vital to offset expenses. Accordingly, Kingdom Winds reserves the right to reject membership arrangements designed to circumvent membership fees or that increase overhead.

Marketplace Commissions

Kingdom Winds charges commissions on all Kingdom Winds Marketplace sales transactions according to membership class. Generally, commissions will be automatically captured at time of transaction and netted from the funds passed along to Collective Members (store owners.) Kingdom Winds reserves the right to change or adjust commission rates at anytime. Kingdom Winds also reserves the right to establish partnership, affiliate or marketing relationships and is entitled to any and all revenue associated with those arrangements.

Content

Content is defined as text, image, audio, and video. Kingdom Winds is dedicated to publishing Christian content; however, we may publish content that, although not overtly Christian, is consistent with its values, principles, and teachings. Examples of this include fictional works, content geared towards children, relevant world events, and relevant political matters.

Kingdom Winds provides a platform for Christian content creators, but does not necessarily endorse or agree with the opinions, perspectives, teachings, or expressions of its Collective Members. In order to ensure consistency with our purpose and mission, Kingdom Winds looks for alignment with The Apostles Creed. Kingdom Winds reserves full right and sole authority to determine what is and is not published on its site. All content is subject to review, editing, and approval by Kingdom Winds. Collective members may publish content simultaneously on, or previously published from, their own blog, web site, or book provided they own the rights.

In order to ensure quality and consistency with our mission, all content submitted to Kingdom Winds is subject to editorial and scheduling processes. Considering the many variables involved (including work demands, overall content in queue, publishing schedules, available resources, online traffic, etc.,) time frames may vary and Kingdom Winds cannot guarantee specific turnaround times. Kingdom Winds also reserves the right to release and publish content to optimize exposure and impact according to factors such as news cycles, online traffic, feature status, and content queues.

Considering that content contribution is a key component of Collective Member consideration in this agreement, Kingdom Winds establishes a suggested quota for content contribution for all members other than

Associate Collective Members. Although Kingdom Winds reserves the right to change this at anytime, the current suggested quota is two per month or twenty-four (24) posts per annum. Collective Members are free to submit and publish an unlimited amount of content that fall within our guidelines and parameters.

Those who fail to meet the quota on an annual basis are welcome to maintain membership, but may be reclassified as “Associate Collective Members” at Kingdom Winds’ management discretion. Collective Members who meet or exceed their annual quota (and meet quality criteria) may be eligible to receive additional benefits such as credits towards advertising and Kingdom Winds services. Annual periods are based on membership dates and not calendar years. Content contribution assessment is based on a full-year.

Products and Store Operation

A benefit provided to Collective Members is a dedicated store to list, showcase, promote, and sell products in the Kingdom Winds Marketplace. Collective Members are granted the right to operate the store as a proprietor subject to permission, procedures, policies, oversight, authority, and discretion of Kingdom Winds LLC. Collective Members agree to make their products available in their store and the Kingdom Winds Marketplace. As store proprietor, Collective Member has the capability and responsibility to manage their store, including configuration options, creating and managing special offers, communicating with customers, adding products and related content, product fulfillment, tax reporting and payment, and more. Collective Members further agree that Kingdom Winds is entitled to collect commissions on all sales and not to circumvent commerce on the site or payment of associated commissions. Collective Member agrees to adhere to the Kingdom Winds Marketplace policies unless otherwise stated within product listing.

Products must be deemed acceptable by and consistent with the overall mission and values of Kingdom Winds LLC. Acceptable products, include, but are not limited to, both physical and digital books, music, albums, films, videos, artwork, home goods, apparel, and jewelry that are deemed overtly Christian in nature or consistent with Christian principles and values. Kingdom Winds reserves the right to deny or remove products that it deems to be inappropriate and unacceptable with the site, its business, or the Christian faith.

Collective Member agrees that customer satisfaction and quality are key tenets of a “Kingdom” business. Accordingly, Collective member agrees to operate their store and conduct business in a manner consistent with the overall values, practices, and brand promise of Kingdom Winds, including timely, responsive service and product fulfillment. Collective Member may separately contract with Kingdom Winds, or another provider, to fulfill product orders. Collective Member agrees not to use any deceptive or otherwise questionable business practices. Customers (store visitors and buyers) are provided the means within each storefront to submit inquiries and support requests directly to collective members. Kingdom Winds reserves the right to assist customers and intervene in sales transactions as requested by customers or partners (third party vendors) or otherwise deemed appropriate, necessary, or beneficial.

All Marketplace sales transactions are between Collective Member as the seller and buyers. Collective Member is responsible for payment of merchant fees (currently “Stripe”), shipping charges, and required sales tax. Collective Members may charge reasonable handling fees to cover operational costs as well as all or any portion of shipping charges to buyers. Merchant will generally automatically deduct and retain required merchant fees from sales proceeds. Collective Member is responsible to set-up and configure shipping options and charges. While Kingdom Winds Marketplace provides automated tax calculation with each transaction, Collective Member is ultimately responsible for accurate and complete sales tax information (such as nexus addresses) as well as sales tax collection, filing, and remittance.

Kingdom Winds Services

Kingdom Winds broadly offers other services to both Collective Members and non-members, such as publishing, marketing, web design, event management, and advisory services. Additionally, Kingdom Winds provides other

support services associated with the Kingdom Winds Collective and Marketplace on a case-by-case basis, such as product fulfillment, store set-up, and store administration. Collective Members are entitled to discounts on these services as a membership benefit. Each service is contracted under separate agreement and subject to those terms and conditions. Collective Members continue to be subject to the terms and conditions of this Agreement, unless expressly amended or waived in a separate written agreement or addendum.

Kingdom Winds Communications

In order to facilitate communication and keep all stakeholders as well informed as possible, Collective Member consents to enrollment in both the Kingdom Winds Collective and Kingdom Winds Community email lists. Although the generally preferred method of communication is email, Collective Member agrees to all forms of communication, including email, direct messaging, SMS, mail, telephone, and face-to-face.

General Warranties, Responsibilities, and Acknowledgements

1. Collective Member represents and warrants to have ownership, authority, and rights to all content submitted and published.
2. Collective Member warrants that all content is original and has not been plagiarized.
3. Collective Member warrants that no content or product infringes upon any laws or rights, and is also free of any liens or claims.
4. Collective Member acknowledges that Kingdom Winds is a “Christian” business dedicated to the publication and sale of “Christian” content and products. Kingdom Winds may also publish content, or make a market for the sale of products, that may not be deemed overtly Christian in nature as long as it is consistent with Christian values and principles.
5. Collective Member represents and warrants that content and products are not libelous, slanderous, obscene, pornographic, or defamatory. Notwithstanding, Kingdom Winds reserves the right and sole discretion to reject content or products, or decline to provide services, that it deems inappropriate and inconsistent with the values and beliefs of Kingdom Winds LLC, Christian doctrine, and principles.
6. Collective Member agrees to indemnify Kingdom Winds LLC against all claims, liabilities, damages, judgments, and expenses arising from publication of Collective Member content, sale of Collective Member products, or any breach of warranties.
7. Collective Member represents and warrants to have the authority and right to list and sell all products listed and sold in the Marketplace.
8. Collective Member agrees not to directly or indirectly engage in practices that would have the effect of encouraging visitors to leave KingdomWinds.com or sending site visitors to another site. Collective Members are permitted to include links to their own website or blog as long as it is not deemed to violate the terms and conditions of this agreement, and specifically provisions related to the Marketplace sales and commissions.
9. Collective Member grants to Kingdom Winds LLC a non-exclusive, worldwide license and rights to print, distribute, market, and promote content.
10. Collective Member acknowledges and agrees that it is the intent of Kingdom Winds to provide a platform for individual member expression and that opinions may differ and not fully align across the membership base.
11. Collective Member agrees to hold Kingdom Winds harmless for any breach of representations, warrants, responsibilities, and duties by other members of the Collective.
12. Collective Member grants Kingdom Winds the right to distribute, promote, market, and advertise using Collective Member’s identity, likeness, images, content, products, and public information.
13. Collective Member acknowledges and agrees that business results are highly dependent upon individual member contributions and active participation as well as overall product and content quality and appeal. Accordingly, Kingdom Winds makes no representations or warranties in regard to member experience or business results.
14. Collective Member agrees to operate in good faith and not to engage in any practices or actions that would be deemed detrimental to Kingdom Winds, Kingdom Winds Collective, or other Collective Members.

Partnerships and Affiliate Relationships

Kingdom Winds reserves the right to establish and enter into business arrangements, such as partnership programs and affiliate relationships, as well as the right to all associated revenues. These arrangements may require links, software, and code to direct traffic, track activity, monitor results, and manage the relationship. Should Kingdom Winds choose to offer and Collective Member agrees to add direct products link to any third party online retailer in the future, Collective Member agrees that Kingdom Winds is entitled to collect commissions as well as any compensation offered by the third party.

Statement of Faith Attestation

Collective Members acknowledge that the content and products on KingdomWinds.com are exclusively limited to Christian content (and other relevant and related news, commentary and products as deemed appropriate by Kingdom Winds.) In order to ensure consistency in messaging, product offerings, and overall content, we require affirmation of belief in and acceptance of the *Apostle's Creed*.

The Apostles' Creed, though not written by the apostles, is the oldest creed of the Christian church, dating back to at least 140 A.D. The word "catholic" was the word used in the original version of the Creed. It is not referencing the Roman Catholic Church, but the universal church, the body of Christ. The phrase, "He descended into hell," was not part of the creed in its earliest form. Although the Apostles' Creed is not scripture, it is a summary of the main tenets of faith.

Through acceptance of this agreement, Collective Member's attest belief in the *Apostle's Creed* as follows:

APOSTLE'S CREED

I believe in God, the Father Almighty, the Creator of heaven and earth; and in Jesus Christ, His only Son, our Lord: Who was conceived of the Holy Spirit, born of the Virgin Mary, suffered under Pontius Pilate, was crucified, died, and was buried. He descended into hell. The third day He arose again from the dead. He ascended into heaven, and sits at the right hand of God the Father Almighty, from whence He shall come to judge the living and the dead. I believe in the Holy Spirit, the holy catholic church, the communion of saints, the forgiveness of sins, the resurrection of the body, and life everlasting. Amen.

Information

Kingdom Winds agrees to make reasonable, sound, and good faith efforts to protect Collective Member personal data, including maintaining a secure website, employing sound business practices, deploying protective software, and operating on a secure, scalable hosting platform. Certain private data necessary for tax reporting and credit card transactions is collected directly and stored by secure, proven third party providers, such as Stripe Merchant Services.

Return Policy

Kingdom Winds posts its standard return policy and maintains a business philosophy of fairness, doing the right thing, and service excellence. Collective Members agree to adhere to this policy unless otherwise clearly specified within their own store. Kingdom Winds supports reasonable variations according to the needs of its members, but also reserves the right to reject individual return policies or request modifications if they are inconsistent with the overall Kingdom Winds brand promise.

Privacy Policy

The Kingdom Winds Privacy Policy is posted on KingdomWinds.com, which may be updated periodically based on circumstances, business needs, regulations, and other relevant factors. Collective Members acknowledge that they have read the policy, as well as subsequently revised policies, and agree to comply with the then-current policy in effect.

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Site Terms of Use

The KingdomWinds.com Terms of Use Policy is posted on the website, which may be updated periodically based on circumstances, business needs, regulations, and other relevant factors. Collective Members acknowledge that they have read the policy, as well as subsequently revised policies, and agree to comply with the then-current policy in effect.