

Terms of Use

Dispute Resolution, Results & Purchase Terms

Redfern Media | redfernmedia.com | Last Updated: August 12, 2026

These provisions form part of the Redfern Media Terms of Use and apply to your use of redfernmedia.com and, where applicable, to products or services purchased from Redfern Media unless a separate written agreement or offer-specific terms expressly provide otherwise.

PLEASE READ THE DISPUTE RESOLUTION TERMS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AND, FOR CLAIMS NOT SUBJECT TO ARBITRATION, YOUR RIGHT TO A JURY TRIAL.

1. Individual Arbitration and Class-Action Waiver

Except for disputes that are expressly excluded from arbitration under the existing Redfern Media Terms of Use or that applicable law does not permit to be arbitrated, you and Redfern Media agree that disputes will be resolved only on an individual basis.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND REDFERN MEDIA EACH WAIVE ANY RIGHT TO HAVE A DISPUTE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED AS A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL ACTION. AN ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

The arbitrator may not consolidate the claims of more than one person or preside over any form of representative, collective, or class proceeding, except to the extent expressly required by applicable law or by the mass-arbitration procedures below. Nothing in this section prevents you or Redfern Media from participating in a class-wide settlement where the parties separately agree to do so.

2. Jury-Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ANY DISPUTE THAT PROCEEDS IN COURT RATHER THAN ARBITRATION, YOU AND REDFERN MEDIA KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY. Any such dispute will be decided by a judge, subject to any non-waivable rights provided by applicable law.

3. Pre-Arbitration Notice and Informal Resolution

Before initiating arbitration, the party asserting a dispute must provide the other party with a written Notice of Dispute describing the claimant's name and contact information, the nature and factual basis of the claim, and the specific relief requested. A notice to Redfern Media must be sent to support@redfernmedia.com and to Redfern Media, 3419 Westminister Ave, Suite 367-G, Dallas, TX 75205.

The parties will make a good-faith effort to resolve the dispute informally for at least thirty (30) days after a complete Notice of Dispute is received. Any applicable limitations period will be tolled during this 30-day period to the extent permitted by law. If the dispute is not resolved, either party may proceed with arbitration in accordance with the Terms of Use.

4. Coordinated or Mass Arbitration

If twenty-five (25) or more substantially similar arbitration demands are submitted against Redfern Media by or with the assistance, coordination, or financing of the same law firm, group of law firms, organization, or counsel, the claims will be treated as a coordinated or mass arbitration for purposes of administration.

The parties agree that the American Arbitration Association (AAA) Mass Arbitration Supplementary Rules and applicable fee schedule will govern such filings to the extent those rules apply. The claims remain individual claims and do not become a class, collective, representative, or consolidated action merely because they are administered under mass-arbitration procedures.

To promote efficient resolution, the parties will cooperate in good faith with AAA and any appointed process arbitrator regarding filing requirements, fee allocation, scheduling, mediation, selection of bellwether or test cases where permitted, and other case-management procedures authorized by the applicable AAA rules. Unless the parties agree otherwise or AAA directs otherwise under its rules, no claimant is required to waive an individual claim solely because other similar claims have been filed.

If any portion of this coordinated or mass-arbitration provision is found unenforceable as applied to a particular claim, the remaining portions of the arbitration agreement and Terms of Use will remain in effect to the fullest extent permitted by law.

5. Earnings, Revenue, and Results Disclaimer

Redfern Media provides marketing, consulting, strategy, implementation, and related business services. Any statements, examples, case studies, testimonials, projections, revenue figures, marketing metrics, return-on-investment figures, or other descriptions of past or potential performance are provided for illustrative and informational purposes only.

Redfern Media does not guarantee that you will achieve any particular level of revenue, profit, leads, sales, customer acquisition cost, return on advertising spend, business growth, or other financial or marketing result. Business outcomes vary and depend on numerous factors outside Redfern Media's control, including your offer, pricing, market, competition, budget, sales process, implementation, timing, economic conditions, platform changes, and your own decisions and efforts.

Past performance does not guarantee future results. Individual testimonials and case studies describe the experience of the person or business identified and should not be interpreted as a promise, prediction, or representation that you will achieve the same or similar results.

You are responsible for evaluating the suitability of any strategy or service for your business and for making your own business and financial decisions. Nothing on this site constitutes financial, investment, legal, tax, or accounting advice.

6. Fees, Cancellations, and Refunds

Prices, payment schedules, cancellation rights, refund rights, guarantees, and other purchase-specific terms may be stated on the applicable checkout page, order form, proposal, statement of work, subscription page, or other written agreement presented to you at or before purchase. Those offer-specific terms control if they conflict with this section.

Unless an applicable offer or separate written agreement expressly states otherwise, fees paid to Redfern Media are non-refundable once the applicable service period has begun, work has commenced, access to digital materials or services has been provided, or a scheduled consulting or strategy engagement has been reserved. This does not limit any refund, cancellation, or other remedy that cannot lawfully be waived.

If you are enrolled in a recurring service or subscription, you are responsible for charges incurred before the effective date of cancellation. Cancellation stops future renewals unless the applicable offer states otherwise. Cancellation does not automatically create a right to a refund for amounts already paid or services already provided.

To request a cancellation or refund where available, contact support@redfernmedia.com and include sufficient information to identify the purchase. Any approved refund will generally be returned to the original payment method unless another method is required by law or agreed in writing.

Chargebacks or payment disputes do not expand any contractual refund right. If you believe a charge is incorrect, please contact Redfern Media promptly so that the matter can be reviewed.

7. Exceptions and Non-Waivable Rights

Nothing in these Terms is intended to waive rights or remedies that applicable law does not permit you to waive. Where a law applicable to you provides greater consumer protection or requires a different dispute-resolution, cancellation, or refund procedure, that law will control to the extent of the conflict.

8. Severability of Dispute Terms

If a court or arbitrator with authority determines that a particular provision of these dispute-resolution terms is invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law and, where legally permissible, severed without affecting the enforceability of the remaining provisions. The class-action waiver, jury-trial waiver, and arbitration provisions are intended to be interpreted consistently with applicable law and the Federal Arbitration Act.

9. Contact

Questions about these Terms may be directed to:

Redfern Media

3419 Westminster Ave, Suite 367-G
Dallas, TX 75205
Email: support@redfernmedia.com
Phone: (512) 768-9779