

Digital Revenue Club LLC Terms of Service Agreement

Effective Date: 11/07/2024

1. Introduction

This Terms of Service Agreement ("Agreement") is made between Digital Revenue Club LLC, a Florida-based Limited Liability Company located at 7901 4th St N, STE 300, St. Petersburg, Florida, 33702 ("Company," "we," "our," or "us"), and the customer ("Client," "you," or "your") who agrees to these terms by clicking "I Agree" or a similar button. By accepting this Agreement, you agree to be bound by its terms in their entirety. If you have any questions, you may contact us by mail at 7901 4th St N, STE 300, St. Petersburg, Florida, 33702, or by email at hi@digitalrevenueclub.com.

2. Scope of Services

Digital Revenue Club LLC offers a variety of business education and support services that may include, but are not limited to, live coaching, mentorship, instructional content, digital resources, workshops, and other advisory services. The specific methods and formats of these services may evolve and change over time at our sole discretion.

The nature, duration, and extent of services provided may vary depending on each client's specific needs and our offerings at the time of engagement. We may update, modify, expand, limit, or discontinue any part of the Services at our sole discretion, without prior notice or liability. We reserve the right to decide the methods and mediums for delivering these services, which may include live sessions, digital content, written resources, or other forms of communication.

All services are provided at our discretion, and we may decline or discontinue providing services to any client at any time and for any reason, without the need for explanation or liability.

3. Disclaimer of Financial or Business Success

Digital Revenue Club LLC provides education, guidance, and recommendations based on our knowledge and experience. We make no representations or guarantees regarding your financial or business success and cannot be held liable for your business outcomes. All decisions are ultimately your responsibility, and you acknowledge that any business or financial success resulting from the Services is not guaranteed.

4. No Guarantee of Results

While we strive to provide high-quality guidance, we make no guarantees regarding the outcomes or success of your business or any particular result. All advice, recommendations, information, and course materials we provide are intended solely as general information and do not constitute financial, legal, or business advice. You agree that you are fully responsible for all decisions related to your business and acknowledge that Digital Revenue Club LLC cannot be

held liable for any results, positive or negative, that may arise from following our recommendations.

5. Limitation on Liability for Advice Provided

You acknowledge that any decisions or actions taken by you in reliance on the advice, recommendations, or information provided by Digital Revenue Club LLC are your sole responsibility. Digital Revenue Club LLC shall not be liable for any outcomes, losses, or damages resulting from actions taken based on such advice, and you agree to hold us harmless for any consequences thereof.

6. Client Understanding and Acknowledgment of Service Expectations

By agreeing to these terms, you acknowledge and agree that you have reviewed and understood the description of services provided by Digital Revenue Club LLC. You further acknowledge that you are solely responsible for your business outcomes, and that no guarantees have been made regarding results or specific milestones.

7. Complementary Access to Digital Platforms

With certain purchases, Digital Revenue Club LLC may offer complementary access to various resources, community platforms, or other membership services for a limited trial period. This access is complementary, is not guaranteed, and will automatically convert to a paid membership at the standard monthly rate unless canceled by you prior to the trial's end. You are responsible for managing cancellations to avoid incurring subscription charges.

8. Fees, Payment Terms, and Refund Policy

All payments made to Digital Revenue Club LLC are final, and we do not offer refunds under any circumstances. By making payment, you acknowledge and agree that all sales are final upon receipt, and no refunds will be issued regardless of the outcome, level of participation, or duration of services received. This applies even if digital content, course materials, or other information has not yet been delivered, and regardless of any complementary access provided.

9. Refund Waiver for Early Termination of Trials or Subscriptions

The trial period provides complementary access to certain resources. No refunds will be issued if services are canceled before or during the trial period, or at any time thereafter, even if additional content or mentorship has been provided. All sales and payments are final, regardless of participation level or usage.

10. Chargebacks and Additional Damages

By entering this Agreement, you expressly waive any right to file or pursue a chargeback or payment dispute with your financial institution. You acknowledge that any attempt to initiate a chargeback or dispute a payment with your financial institution constitutes a breach of this

Agreement. In the event of such a breach, Digital Revenue Club LLC reserves the right to seek recovery of all associated costs, damages, and fees, including but not limited to bank fees, legal fees, chargeback processing fees, and the full amount of any refunded or disputed payment, to the fullest extent permitted by law.

11. Subscription Renewal and Automatic Charges

By agreeing to these Terms of Service and enrolling in a program with a subscription component, you authorize Digital Revenue Club LLC to charge your payment method on a recurring basis for the ongoing monthly subscription fee following any initial trial period. This recurring fee will continue until canceled by you. You are solely responsible for managing your subscription and ensuring timely cancellations if you do not wish to continue.

12. Right to Modify Services

Digital Revenue Club LLC reserves the right to modify, update, or discontinue any part of the services offered, including but not limited to community access, course materials, mentorship offerings, complementary access, and other features, at our sole discretion and without notice. Any complementary access, bonuses, or additional features offered with purchases may be adjusted or withdrawn at any time. You agree that Digital Revenue Club LLC shall not be liable to you or any third party for any modification, suspension, or discontinuance of any part of the services.

13. Non-Compete Agreement

You agree not to use any of the proprietary information, training, or mentorship provided by Digital Revenue Club LLC to create, promote, or offer competing services or products in the e-commerce training, mentorship, or related digital business space for a period of 11 months from the date of your enrollment. Violation of this provision may result in legal action and entitlement to damages.

14. Limited Warranty of Service

Digital Revenue Club LLC strives to provide high-quality information and guidance; however, we make no warranty as to the completeness, accuracy, or reliability of the content provided. The services are provided “as-is” without any express or implied warranties, including but not limited to any warranties of merchantability or fitness for a particular purpose.

15. Compliance with Laws and Regulations

You acknowledge and agree that you are solely responsible for ensuring compliance with all laws and regulations applicable to your business, including, but not limited to, licensing, tax, e-commerce, and consumer protection laws. Digital Revenue Club LLC disclaims any responsibility for advising on regulatory compliance and shall not be liable for any claims, penalties, or damages resulting from non-compliance with applicable laws.

16. Communication and Response Time Disclaimer

Digital Revenue Club LLC aims to respond to client inquiries within a reasonable timeframe. However, response times may vary depending on demand and availability, and we do not guarantee immediate responses. Digital Revenue Club LLC is not liable for any damages or consequences arising from delays in response to client inquiries.

17. Testimonials and Case Studies

Any testimonials, case studies, or success stories presented by Digital Revenue Club LLC represent individual results and are provided for illustrative purposes only. They do not constitute a guarantee of similar results, as outcomes may vary based on individual client participation, market conditions, and other factors outside of our control.

18. Client Representations and Warranties

By accepting this Agreement, you represent and warrant that (i) you have the legal authority and capacity to enter into this Agreement; (ii) you will use the Services solely for lawful purposes; and (iii) you will not use the Services to violate any laws, regulations, or third-party rights.

19. Disclaimer of Business and Market Risks

You acknowledge and agree that the success of any business venture is subject to inherent risks, including but not limited to market fluctuations, industry trends, and economic conditions. Digital Revenue Club LLC makes no guarantees regarding the business or market viability of any strategy or recommendation provided. You accept full responsibility for any risks associated with your business activities and decisions.

20. Acknowledgment of Proprietary and Confidential Information

You acknowledge that all materials, methods, strategies, and content provided by Digital Revenue Club LLC are proprietary and confidential. You agree not to reproduce, share, or distribute any such information to third parties without our express written permission. Unauthorized use or disclosure of any proprietary information is strictly prohibited and may result in legal action.

21. Scope of Client Engagement

The scope of services provided by Digital Revenue Club LLC is limited to business guidance, advice, and recommendations in the areas expressly outlined in this Agreement. Any additional requests for support outside these areas are subject to our discretion and may require separate agreement and additional fees. We make no guarantees regarding support beyond the agreed-upon scope of services.

22. Limitation of Liability

To the maximum extent permitted by law, our total liability for any claim arising out of or relating to this Agreement shall not exceed the amount paid by you for the Services. In no event shall we be liable for any indirect, incidental, consequential, or special damages, including but not limited to lost profits, missed opportunities, business interruptions, or reputational harm, even if we have been advised of the possibility of such damages. All services are provided on an "as is" basis. We do not guarantee your satisfaction with our services or specific outcomes, and you acknowledge that no refunds will be issued under any circumstances, including but not limited to claims of dissatisfaction.

23. Termination of Services Without Cause

Digital Revenue Club LLC reserves the right to terminate or suspend your access to our services, community, or any other resources at any time, without cause and at our sole discretion. Termination without cause will not entitle you to any refund or compensation.

24. Indemnification

You agree to indemnify, defend, and hold harmless Digital Revenue Club LLC, its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including legal fees and court costs) arising out of or in connection with any actions or claims related to this Agreement or the Services, regardless of whether such action is initiated by you or by us.

25. Force Majeure

Digital Revenue Club LLC shall not be liable for any failure to perform its obligations hereunder due to events beyond its reasonable control, including but not limited to acts of God, war, natural disasters, pandemics, strikes, or governmental restrictions. In such an event, services may be delayed or rescheduled without liability.

26. Amendments to the Terms

Digital Revenue Club LLC reserves the right to modify or amend these Terms of Service at any time, with or without notice. Continued use of our services following such changes constitutes acceptance of the modified terms.

27. Authorization for Price Changes to Subscription

Digital Revenue Club LLC reserves the right to adjust the monthly subscription fee for its services. Any fee changes will be communicated with at least 30 days' notice, which may be provided by email, announcement, live training event, private message, text message, or any other reasonable means. Continued access to services after the notification period constitutes acceptance of the new fee.

28. Disclaimer of Third-Party Platforms and Tools

Digital Revenue Club LLC may offer access to third-party platforms or tools as part of our services. From time to time, Digital Revenue Club LLC may recommend or refer you to third-party resources, products, or services. Such recommendations are provided solely for your convenience, and Digital Revenue Club LLC makes no representations or warranties regarding the quality, suitability, or availability of these third-party resources. You agree that Digital Revenue Club LLC shall not be liable for any issues arising from your use of third-party products or services.

29. Non-Solicitation

You agree not to solicit, directly or indirectly, any other clients or employees of Digital Revenue Club LLC for business, employment, or other services outside the scope of this Agreement. Violation of this clause may result in immediate termination of services without refund.

30. Legal Fees and Court Costs

If any dispute arises out of or related to this Agreement or the Services provided hereunder, the prevailing party shall be entitled to recover reasonable legal fees, court costs, and any associated expenses incurred in connection with the dispute.

31. Non-Disparagement

You agree not to make any disparaging, false, or negative statements publicly or privately about Digital Revenue Club LLC, its services, or its representatives. Any violation of this clause may result in legal action and an entitlement to damages.

32. Arbitration Option

Any dispute arising from or related to this Agreement, including any claim for damages made against Digital Revenue Club LLC, may, at our sole discretion, be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. We reserve the right to choose arbitration as a dispute resolution method or to pursue legal action through traditional litigation, depending on our assessment of the matter.

33. Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law principles. You agree that any legal action or proceeding may, at our discretion, be brought either in the jurisdiction of your residence, the principal place of business of Digital Revenue Club LLC, or any other jurisdiction where Digital Revenue Club LLC operates.

34. No Waiver of Rights

Failure by Digital Revenue Club LLC to enforce any part of this Agreement shall not be deemed a waiver of our right to enforce any provision of this Agreement in the future. No waiver shall be

effective unless made in writing and signed by an authorized representative of Digital Revenue Club LLC.

35. Entire Agreement

This Agreement constitutes the entire and exclusive understanding between you and Digital Revenue Club LLC with respect to the Services. Any statements, communications, or representations, whether oral or written, outside of this Agreement are non-binding and do not form part of this Agreement.

36. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. In the event any provision is deemed invalid or unenforceable, Digital Revenue Club LLC reserves the right to replace such provision with a similar enforceable provision that achieves, as closely as possible, the intent of the original term.

37. Survival of Terms Upon Termination

The terms of this Agreement relating to confidentiality, non-disparagement, indemnification, limitation of liability, and all other terms that by their nature should survive termination shall remain in effect even after termination of your access to our services.

38. Recordings Disclaimer and Release

You acknowledge that Digital Revenue Club LLC may record, capture, or retain copies of sessions, interactions, or communications, including community interactions, for training, quality control, and promotional purposes. By using our services, you consent to such recordings and grant us the right to use these recordings in accordance with applicable laws.

39. No Obligation for Future Updates or Support for Materials

Digital Revenue Club LLC is not obligated to provide updates, ongoing support, or future revisions to any materials, resources, or content provided as part of our services. All materials are provided “as-is” at the time of delivery, and any additional updates or support are at the sole discretion of Digital Revenue Club LLC.

40. Applicability to Previous Payments

By accepting these Terms of Service, you agree that any and all previous payments made to Digital Revenue Club LLC for any services, regardless of the platform or method of payment, are subject to the terms and conditions outlined in this Agreement. This includes, but is not limited to, payment policies, refund policies, liability limitations, and all other applicable provisions contained herein.

41. Disclaimer of Reliance on Representations Outside Agreement

You acknowledge that you have not relied on any representations, warranties, or statements made by Digital Revenue Club LLC, its representatives, or any third party outside the terms expressly stated in this Agreement. Any discussions, advertisements, or verbal assurances are non-binding and superseded by the terms of this Agreement.

42. Consent for Use of Results and Testimonials

By accepting these Terms of Service, you grant Digital Revenue Club LLC permission to use any feedback, testimonials, or success results you voluntarily provide or that result from your participation in our services for marketing, advertising, and promotional purposes. You acknowledge that any identifiable information may be anonymized upon request. Digital Revenue Club LLC reserves the right to edit or summarize your feedback or results as needed for clarity and presentation.

43. Technical Issues and Access Disclaimer

Digital Revenue Club LLC provides access to digital resources, courses, and other online materials through various platforms. While we strive to ensure accessibility, we are not liable for any issues arising from technical problems, including, but not limited to, internet connectivity, device compatibility, platform outages, or user-specific technical difficulties. It is the client's responsibility to ensure proper access to these resources. Failure to access any portion of our content due to technical issues does not entitle the client to a refund or credit.

44. Acknowledgment

By accepting these terms and conditions through a click-to-accept button, you acknowledge that you have reviewed and fully understood each provision of this Agreement and had the opportunity to seek independent legal advice prior to acceptance. You agree that this Agreement is fair, reasonable, and necessary to protect the interests of Digital Revenue Club LLC and its stakeholders.