

Smooth Operator Solutions

Terms of Service

Welcome to Smooth Operator Solutions! These Terms of Service (the 'Agreement') govern your use of our consulting services, programs, and online content. By purchasing, accessing, or using any of our services, you **acknowledge that you have read, understood, and agree to be legally bound** by these terms. If you do not agree with these terms, you **must immediately cease use of our services**. These Terms contain legally binding obligations that may affect your rights, including waivers of certain rights to claims, limitations of liability, and indemnification requirements.

1. Services Provided

Smooth Operator Solutions offers consulting services for online business growth, including but not limited to marketing strategy, sales optimization, and product development.

By enrolling in our programs, including but not limited to the Inner Circle and Growth Incubator, you agree to actively participate by scheduling calls, providing feedback, and implementing strategies.

2. Client Responsibilities

You are responsible for scheduling coaching calls, completing assignments, and taking necessary actions to implement the strategies provided.

Failure to schedule calls or engage in the program does not entitle you to a refund, rescheduling, or program credit.

Non-responsiveness or lack of participation will not be grounds for a refund or dispute.

3. Payment and Fees

All payments are due as outlined in the contract, including any setup fees, monthly retainers, and commissions on gross sales.

Payments must be made via ACH, wire transfer, or another mutually agreed-upon method within three (3) business days of invoice receipt.

Failure to make payments may result in service termination and legal action to collect any outstanding balances.

4. No Chargebacks or Payment Disputes

You agree that all payments made to Smooth Operator Solutions are final, non-disputable, and non-refundable. By purchasing a program, you expressly waive the right to dispute, chargeback, or reverse any payment through your bank, credit card company, PayPal, Stripe, or any other financial institution.

Any attempt to file a chargeback or dispute a payment will result in an immediate breach of contract. In addition to legal action, the client agrees to pay an immediate liquidated damages fee of \$10,000 per chargeback or dispute, plus recovery of the disputed amount, legal fees, and collection costs. This fee is in addition to any other damages Smooth Operator Solutions may seek.

All sales are final. Refunds will not be provided for digital products, services, or coaching programs.

If you terminate the agreement before the three-month commitment is completed, you are still obligated to pay the full amount agreed upon.

Our full refund policy can be found at smoothoperatorsolutions.com/refund-policy

5. Intellectual Property

All intellectual property created by Smooth Operator Solutions remains our exclusive property unless otherwise agreed upon in writing. You retain ownership of your accounts, courses, and materials developed during our engagement.

Any attempt to steal, copy, distribute, or replicate our proprietary documents—including but not limited to Standard Operating Procedures (SOPs), flowcharts, processes, frameworks, or any confidential information—will result in immediate legal action.

We reserve the right to seek liquidated damages in an amount of \$1,000,000 USD, or an amount determined based on actual financial harm, including but not limited to:

- All financial losses incurred due to unauthorized use,
- Punitive damages as determined by the court,
- Injunctive relief to prevent further use, and
- Full recovery of all legal fees and court costs.

Unauthorized use, reproduction, or sharing of our proprietary information will be prosecuted to the fullest extent of the law.

6. Confidentiality

We will maintain the confidentiality of any sensitive information provided by you, including passwords, financial data, and business strategies.

By engaging with Smooth Operator Solutions, you expressly agree and grant us the unrestricted right to use your name, business name, logo, testimonials, case studies, success stories, results, and earnings data in any and all marketing, promotional, and sales materials, including but not limited to:

- Website content
- Social media posts and advertisements
- Email campaigns
- Case studies and reports
- Sales presentations and webinars
- Digital and print media

Additionally, you grant Smooth Operator Solutions the right to use:

- Call recordings (including coaching calls, strategy calls, and sales calls) for training, marketing, or promotional purposes.
- Screenshots, video testimonials, and written feedback provided by you, your team, or any associated business representative.
- Your business results, revenue figures, and performance improvements achieved through our programs, services, or consulting.

By enrolling, you acknowledge and agree that:

1. **No additional consent** will be required for us to use this information.
2. **You waive any right to compensation** for the use of such materials.
3. **You cannot request removal** of testimonials or success stories once published.

7. Indemnification

You agree to indemnify and hold Smooth Operator Solutions harmless from any claims, damages, or liabilities arising from your use of our services.

You acknowledge that results may vary and we do not guarantee specific financial outcomes.

8. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of South Carolina, USA.

You agree to resolve all disputes exclusively through binding arbitration in South Carolina, except for claims involving intellectual property theft or defamation, which may be pursued in court.

You waive any right to participate in a class-action lawsuit or class-wide arbitration against Smooth Operator Solutions. If a dispute arises, the prevailing party shall be entitled to full recovery of attorney fees, court costs, arbitration costs, and all associated legal expenses.

9. Defamation & False Claims

You agree not to make false, misleading, defamatory, or disparaging statements about Smooth Operator Solutions, its services, or representatives. This includes but is not limited to statements made on:

- Social media platforms
- Online reviews and rating websites
- Public forums or blogs
- Any form of digital or print media

If any defamatory statements are made, we reserve the right to:

- Immediately terminate your access to our programs and services, without refund.
- Pursue legal action for damages, including but not limited to:
 - A minimum liquidated damages claim of \$1,000,000
 - Punitive damages as determined by the court
 - Injunctive relief to remove the defamatory content
 - Full recovery of legal fees, court costs, and associated expenses

You acknowledge that defamation, slander, or libel causes irreparable harm to our business and that we will enforce this provision to the fullest extent of the law.

10. Amendments & Termination


Smooth Operator Solutions reserves the right to update these Terms of Service at any time. Continued use of our services after changes constitutes acceptance.

Either party may terminate this agreement with seven (7) days' written notice. However, any outstanding payments must still be fulfilled.

11. Contact Information

For any questions regarding these Terms of Service, contact us at:

 Email: admin@smoothoperatorsolutions.com

 Mailing Address: 312 Bulkhead Way, St 104 PO 220, Clover, SC

