

# TERMS OF SERVICE

AlMasterclass Inc.

Last Updated: January 2025

**IMPORTANT: THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.**

## 1. ACCEPTANCE OF TERMS

By accessing or using AlMasterclass Inc.'s services, website, mobile applications, or any related services (collectively, the "Services"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, **DO NOT USE OUR SERVICES.**

We may modify these Terms at any time without notice. Your continued use of the Services constitutes acceptance of the modified Terms. It is your responsibility to review these Terms regularly.

**BY USING OUR SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND HAVE THE LEGAL CAPACITY TO ENTER INTO THESE TERMS.**

## 2. ACCOUNT REGISTRATION AND SECURITY

### 2.1 Account Creation

To access certain features, you must create an account. You agree to:

- Provide accurate, current, and complete information
- Maintain and update your information
- Maintain the security of your password
- Accept all risks of unauthorized access
- Notify us immediately of any breach

### 2.2 Account Responsibility

**YOU ARE SOLELY RESPONSIBLE FOR ALL ACTIVITY UNDER YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU. WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE FROM YOUR FAILURE TO MAINTAIN ACCOUNT SECURITY.**

### 2.3 Account Termination

We may suspend or terminate your account at any time, for any reason, without notice or liability. Upon termination, your right to use the Services ceases immediately.

### **3. PAYMENT TERMS**

#### **3.1 Pricing and Payment**

All prices are in USD unless otherwise stated. By providing payment information, you represent and warrant that:

- You have the legal right to use any payment method provided
- The information you provide is accurate and complete
- You will pay all charges incurred by you or anyone using your account

#### **3.2 REFUND POLICY - STRICT 7-DAY LIMIT**

**ALL SALES ARE FINAL AFTER 7 DAYS FROM THE DATE OF PURCHASE. NO EXCEPTIONS.**

To request a refund, you **MUST**:

1. Submit a written request to [support@almasterclass.org](mailto:support@almasterclass.org)
2. Include your order number and purchase date
3. Submit the request within 7 days of purchase

**NO REFUNDS WILL BE GRANTED AFTER 7 DAYS FOR ANY REASON, INCLUDING BUT NOT LIMITED TO:**

- Change of mind
- Financial hardship
- Dissatisfaction with content
- Technical issues
- Failure to use the Services
- Any other circumstance

#### **3.3 ABSOLUTE CHARGEBACK AND DISPUTE PROHIBITION**

**BY MAKING ANY PURCHASE, YOU EXPLICITLY AGREE TO NEVER FILE A CHARGEBACK, DISPUTE, CLAIM, OR REVERSAL FOR ANY REASON AT ANY TIME.**

This means:

- NO chargebacks during the 7-day refund period
- NO chargebacks after the 7-day refund period
- NO chargebacks EVER, under ANY circumstances

- NO disputes with banks, credit cards, PayPal, or any payment processor
- You **MUST** use our refund process **ONLY** (within 7 days)
- You **WAIVE ALL** rights to dispute charges through any payment method

**YOU ACKNOWLEDGE THAT:**

1. Filing **ANY** chargeback at **ANY** time constitutes **FRAUD** and **THEFT**
2. The **ONLY** way to request money back is through our refund process within 7 days
3. After 7 days, there is **NO** way to get money back, including through chargebacks
4. You must resolve **ALL** issues directly with us at [support@almasterclass.org](mailto:support@almasterclass.org)

**CONSEQUENCES OF ANY CHARGEBACK ATTEMPT:**

- Immediate permanent account termination
- Criminal prosecution for fraud and theft
- Civil lawsuit for the full disputed amount
- Recovery of all fees, costs, and penalties
- Minimum \$10,000 attorney fees (increased from \$5,000)
- Liquidated damages of \$1,000 per violation (increased from \$500)
- Collection agency referral with additional fees
- Credit bureau and fraud database reporting
- Public disclosure of fraudulent activity where permitted by law
- Pursuit of maximum criminal and civil penalties

### **3.4 Digital Delivery Acknowledgment**

You acknowledge that:

- Digital content is delivered immediately upon purchase
- You explicitly request immediate performance
- You waive any cooling-off period or withdrawal rights
- Access begins immediately and cannot be reversed
- You agree to **NEVER** attempt to reverse the transaction through **ANY** means
- The **ONLY** recourse is our 7-day refund policy

## **4. LICENSE AND RESTRICTIONS**

### **4.1 Limited License**

We grant you a limited, non-exclusive, non-transferable, revocable license to access the Services for personal, non-commercial use only.

### **4.2 Restrictions**

**You SHALL NOT:**

- **Share, sell, or transfer your account**
- **Copy, distribute, or modify any content**
- **Use any content for commercial purposes**
- **Reverse engineer any aspect of the Services**
- **Use automated systems to access the Services**
- **Violate any applicable laws**
- **Circumvent any access restrictions**
- **Share course materials with non-enrolled users**
- **Record, screenshot, or reproduce any content**
- **Create derivative works from our content**

**VIOLATION OF THESE RESTRICTIONS RESULTS IN IMMEDIATE TERMINATION AND LEGAL ACTION.**

## **5. INTELLECTUAL PROPERTY**

### **5.1 Our Property**

**All content, features, and functionality are owned by AIMasterclass Inc. and are protected by international copyright, trademark, and other intellectual property laws.**

### **5.2 Copyright Infringement**

**Unauthorized use of our content constitutes copyright infringement. We will pursue all available legal remedies, including:**

- **Statutory damages up to \$150,000 per work infringed**
- **Actual damages and profits**
- **Attorney fees and costs**
- **Injunctive relief**
- **Criminal prosecution where applicable**

## **6. USER CONTENT AND CONDUCT**

### **6.1 User Content License**

**By posting content, you grant us an irrevocable, perpetual, worldwide, royalty-free license to use, modify, publicly perform, publicly display, reproduce, and distribute such content.**

### **6.2 Prohibited Conduct**

**You SHALL NOT:**

- **Post false, defamatory, or misleading content**
- **Harass, abuse, or harm others**
- **Impersonate any person or entity**
- **Post spam or unauthorized advertising**
- **Engage in any illegal activity**
- **Attempt to gain unauthorized access**
- **Interfere with the Services' operation**
- **Post reviews or comments that are false or misleading**

## **6.3 Content Removal**

**We may remove any content at our sole discretion without notice. We have no obligation to monitor user content but reserve the right to do so.**

# **7. DISCLAIMERS**

## **7.1 NO WARRANTIES**

**THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM ALL WARRANTIES INCLUDING:**

- **MERCHANTABILITY**
- **FITNESS FOR A PARTICULAR PURPOSE**
- **NON-INFRINGEMENT**
- **ACCURACY OR RELIABILITY**
- **UNINTERRUPTED OR ERROR-FREE SERVICE**

## **7.2 NO GUARANTEE OF RESULTS**

**WE DO NOT GUARANTEE:**

- **Any specific outcomes or results**
- **Income or earnings**
- **Business success**
- **Personal improvement**
- **Any benefit from using our Services**

**YOU ACKNOWLEDGE THAT SUCCESS DEPENDS ON NUMEROUS FACTORS OUTSIDE OUR CONTROL.**

## **7.3 EDUCATIONAL PURPOSE ONLY**

All content is for educational and informational purposes only. We are not providing professional advice. You are solely responsible for any actions you take based on our content.

## **8. LIMITATION OF LIABILITY**

### **8.1 NO LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALMASTERCLASS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUPPLIERS, AND LICENSORS SHALL NOT BE LIABLE FOR:

- ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- LOST PROFITS, REVENUE, DATA, OR USE
- BUSINESS INTERRUPTION
- LOSS OF GOODWILL OR REPUTATION
- COST OF SUBSTITUTE SERVICES
- ANY DAMAGES EXCEEDING \$7.00 USD
- ANY MATTER BEYOND OUR REASONABLE CONTROL

### **8.2 TOTAL LIABILITY CAP**

OUR TOTAL LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED THE GREATER OF SEVEN DOLLARS (\$7.00) OR THE AMOUNT PAID BY YOU IN THE SEVEN (7) DAYS PRECEDING THE CLAIM.

### **8.3 TIME LIMITATION**

ANY CLAIM MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENT GIVING RISE TO THE CLAIM OR BE FOREVER BARRED.

### **8.4 ESSENTIAL TERMS**

These limitations are essential elements of the agreement between us. The Services would not be provided without these limitations.

## **9. INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ALMASTERCLASS AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES (INCLUDING ATTORNEY FEES OF AT LEAST \$10,000) ARISING FROM:

- Your use of the Services
- Your violation of these Terms
- Your violation of any rights of another
- Any content you submit
- Any chargebacks, payment disputes, or reversal attempts
- Any contact with payment processors in violation of our chargeback prohibition
- Any false or defamatory statements about us
- Your negligence or willful misconduct
- Any breach of your representations

**THIS INDEMNIFICATION SURVIVES TERMINATION OF THESE TERMS.**

## **10. DISPUTE RESOLUTION**

### **10.1 MANDATORY BINDING ARBITRATION**

**ALL DISPUTES SHALL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION, NOT IN COURT. This includes disputes about:**

- These Terms
- Our Services
- Our relationship
- Privacy issues
- Billing disputes
- Any other matter

### **10.2 CLASS ACTION WAIVER**

**YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS. ALL DISPUTES MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY.**

### **10.3 Arbitration Process**

- Arbitration through American Arbitration Association (AAA)
- AAA Commercial Arbitration Rules apply
- One arbitrator selected by AAA
- Arbitration in Ottawa, Canada (our location)
- Canadian law applies
- English language proceedings
- Limited discovery
- No jury trial

### **10.4 Costs**

**EACH PARTY BEARS ITS OWN COSTS AND ATTORNEY FEES. THE PARTIES SPLIT ARBITRATOR FEES EQUALLY. NO FEE SHIFTING.**

## **10.5 Small Claims Exception**

Either party may bring qualifying claims in small claims court.

## **10.6 Opt-Out**

You may opt out of arbitration by written notice within 30 days of first use. Email: [support@almasterclass.org](mailto:support@almasterclass.org)

# **11. DEFAMATION AND FALSE STATEMENTS**

## **11.1 Prohibition**

You **SHALL NOT** make any false, defamatory, or disparaging statements about AlMasterclass, its instructors, employees, or Services.

## **11.2 Liquidated Damages**

You agree that defamatory statements cause irreparable harm that is difficult to quantify. Therefore, you agree to pay liquidated damages of \$50,000 per defamatory statement.

## **11.3 Legal Action**

We reserve the right to pursue all legal remedies for defamation, including:

- Actual and punitive damages
- Injunctive relief
- Attorney fees and costs
- Criminal charges where applicable

# **12. PRIVACY AND DATA**

Your use of the Services is subject to our Privacy Policy, incorporated herein by reference. By using the Services, you consent to our data practices.

# **13. THIRD-PARTY SERVICES**

The Services may contain links to third-party websites or services. We are not responsible for third-party content or practices. Your use of third-party services is at your own risk.



## **14. TERMINATION**

### **14.1 Termination by Us**

We may terminate your access immediately, without notice, for any reason, including:

- Violation of these Terms
- Fraudulent activity
- Chargebacks or payment disputes
- At our sole discretion

### **14.2 Effect of Termination**

Upon termination:

- All licenses cease immediately
- You must stop using the Services
- We may delete your content
- No refunds will be provided
- All accrued obligations survive

## **15. GOVERNING LAW**

These Terms are governed by the laws of Ontario, Canada, without regard to conflict of law principles. Any legal action not subject to arbitration must be brought in Ottawa, Ontario, Canada.

## **16. SEVERABILITY**

If any provision is found unenforceable, the remainder continues in full force. We may replace the unenforceable provision with an enforceable one that achieves the same purpose.

## **17. ENTIRE AGREEMENT**

These Terms and our Privacy Policy constitute the entire agreement between you and AlMasterclass. They supersede all prior agreements.

## **18. NO WAIVER**

Our failure to enforce any provision is not a waiver of that provision or any other provision.

## **19. ASSIGNMENT**

You may not assign these Terms. We may assign these Terms freely without notice.

## **20. FORCE MAJEURE**

We are not liable for any delay or failure due to causes beyond our reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

## **21. NOTICES**

### **21.1 To You**

We may provide notice via email, through the Services, or by mail. Notice is effective upon sending.

### **21.2 To Us**

Send notices to: AlMasterclass Inc. 2583 Carling Ave Ottawa, ON, Canada Email: support@almasterclass.org

## **22. SURVIVAL**

The following sections survive termination: 3 (Payment Terms), 5 (Intellectual Property), 6.1 (User Content License), 7 (Disclaimers), 8 (Limitation of Liability), 9 (Indemnification), 10 (Dispute Resolution), 11 (Defamation), and any others that by their nature should survive.

## **23. ACKNOWLEDGMENT**

**BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT:**

- You have read and understood these Terms
- You agree to be bound by these Terms
- You are at least 18 years old
- You have the authority to enter into these Terms
- You will NEVER file a chargeback for ANY reason
- You understand that ALL chargebacks constitute fraud
- You waive ALL rights to dispute payments except through our refund process

- You waive any claim that these Terms are unclear or ambiguous

## **24. CONTACT INFORMATION**

**AlMasterclass Inc.**  
**2583 Carling Ave**  
**Ottawa, ON, Canada**  
**Email: [support@almasterclass.org](mailto:support@almasterclass.org)**

---

**EFFECTIVE DATE: January 2025**

**BY USING OUR SERVICES, YOU AGREE TO ALL THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE OUR SERVICES.**