# **Terms of Service**

Last Updated: July 17, 2025

Welcome to LetsGoFunnels! These Terms of Service ("Terms") govern your access to and use of the Booked Funnelbuilder Academy membership ("Membership" or "Service"), operated by LetsGoFunnels ("Company," "we," "us," or "our").

## 1. Acceptance of Terms

By subscribing to or using our Membership, you ("User," "you," or "your") agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Service.

These Terms constitute a legally binding agreement between you and LetsGoFunnels.

## 2. Membership Description & Access

#### 2.1 Service Overview

Your Membership provides access to:

- Exclusive video training modules and courses
- Digital templates, worksheets, and resources
- Community support forums
- Live or recorded Q&A sessions
- Regular content updates and new materials

### 2.2 Access Requirements

- Access is contingent upon maintaining an active, paid subscription
- You must provide accurate registration information and maintain account security
- Access is personal and non-transferable
- Technical requirements: stable internet connection and modern web browser

## 2.3 Service Availability

We strive for 99% uptime but cannot guarantee uninterrupted access. Scheduled maintenance will be announced in advance when possible.

# 3. User Responsibilities & Prohibited Conduct

### 3.1 Account Security

- You are responsible for maintaining the confidentiality of your login credentials
- You must notify us immediately of any unauthorized use of your account
- Sharing login credentials with others is strictly prohibited

#### 3.2 Prohibited Activities

You agree not to:

- Share, distribute, or resell any membership content or materials
- Use the Service for any unlawful, harmful, or abusive purposes
- Attempt to reverse engineer, modify, or create derivative works from our content
- Interfere with or disrupt the Service or servers
- Violate any applicable laws or regulations
- Engage in harassment, spam, or inappropriate behavior in community areas

## 4. Billing, Payment & Cancellation

### 4.1 Subscription Terms

- Monthly subscription fee: \$99.00 USD (inclusive of applicable VAT)
- Billing occurs monthly on the anniversary of your subscription date
- No free trial period is offered
- Payment must be made by valid credit card or approved payment method

### 4.2 Payment Processing

- You authorize us to charge your payment method for recurring monthly fees
- Failed payments may result in immediate suspension of access
- You are responsible for keeping payment information current

#### 4.3 Cancellation

- You may cancel your subscription at any time through your account settings or by contacting support
- Cancellation takes effect at the end of your current billing cycle
- No refunds are provided for partial months
- Upon cancellation, access to all membership content will terminate

# 5. Refund & Return Policy

### 5.1 Refund Eligibility

Due to the digital nature of our Service and immediate access to content:

- No refunds are provided except as required by applicable consumer protection laws
- Technical issues preventing access will be resolved rather than refunded
- Refund requests must be submitted within 14 days of initial purchase

### 5.2 EU Consumer Rights

If you are an EU consumer, you have the right to withdraw from this contract within 14 days without giving any reason, subject to the exceptions for digital content.

## 6. Intellectual Property Rights

#### 6.1 Our Content

All content, materials, trademarks, and intellectual property provided through the Membership remain the exclusive property of LetsGoFunnels. This includes but is not limited to:

- Video courses and training materials
- Templates, worksheets, and digital resources
- Text, graphics, logos, and software

#### 6.2 License to Use

We grant you a limited, non-exclusive, non-transferable license to:

- Access and use membership content solely for your personal business purposes
- Download and store materials for personal use only
- Implement strategies and methods taught in your own business

#### 6.3 Restrictions

You may not:

- Redistribute, resell, or commercially exploit any content
- Create derivative works or modify our materials
- Remove copyright or proprietary notices
- Share content with non-members

## 7. Privacy & Data Protection

Your privacy is important to us. Our collection, use, and protection of your personal data is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using our Service, you consent to the processing of your data as described in our Privacy Policy.

## 8. Disclaimers & Limitation of Liability

#### 8.1 Service Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### 8.2 Business Results

We make no guarantees regarding business results, income, or success from using our materials. Your results depend on various factors including your effort, market conditions, and business acumen.

### 8.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE IN THE 12 MONTHS PRECEDING THE CLAIM. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

## 9. Indemnification

You agree to indemnify and hold harmless LetsGoFunnels, its officers, directors, employees, and agents from any claims, damages, or expenses arising from your use of the Service or violation of these Terms.

## 10. Termination

## 10.1 Termination by You

You may terminate your membership at any time as described in Section 4.3.

## 10.2 Termination by Us

We may terminate your access immediately if you:

- Violate these Terms
- Engage in prohibited conduct
- Fail to pay subscription fees
- Use the Service in a manner that could harm our business or other users

#### 10.3 Effect of Termination

Upon termination, your access to all membership content ceases immediately, and you must delete any downloaded materials.

### 11. Modifications to Terms

We reserve the right to modify these Terms at any time. Material changes will be communicated via email or platform notification at least 30 days in advance. Continued use of the Service after changes take effect constitutes acceptance of the modified Terms.

## 12. Dispute Resolution

### 12.1 Governing Law

These Terms are governed by and construed in accordance with the laws of Portugal.

### 12.2 Dispute Resolution Process

Before initiating formal proceedings, you agree to:

- 1. Contact our support team to attempt resolution
- 2. Engage in good faith negotiations for 30 days
- 3. Consider mediation if direct resolution fails

#### 12.3 Jurisdiction

Any legal disputes shall be subject to the exclusive jurisdiction of the courts of Vila Nova de Gaia, Portugal.

# 13. Force Majeure

We shall not be liable for any failure to perform our obligations due to circumstances beyond our reasonable control, including but not limited to natural disasters, government actions, internet outages, or other unforeseeable events.

# 14. Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

# 15. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and LetsGoFunnels regarding the Service.

## 16. Contact Information

For questions about these Terms or the Service, please contact us:

Email: support@funnelsgenius.com

Address: Rua 28 de Janeiro, nº 350, Vila Nova de Gaia, Portugal

Website: www.funnelsgenius.com

By subscribing to our Membership, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.