

Terms of Service

Call Profit Accelerator™

Provided by Freedom Accelerator LLC

Welcome to the Freedom Accelerator LLC Call Profit Accelerator™ Strategy!

By participating in the Call Profit Accelerator™ Group Mentorship Program (the “Program”), you are agreeing to the following terms and conditions (the “Terms”) between you (the “Client”) and Freedom Accelerator LLC (the “Company”). This agreement governs your use of the Program and the site (the “Site”). The Company is willing to provide you access to the Site and the Program only on the condition that you accept all the terms and conditions (the “Terms”) in this Agreement. This Agreement governs your use of the Site and participation in the Program. Please read all terms carefully before accessing or using the Company’s proprietary materials which includes any written, audio or visual presentations or documents associated with the Program or participating in any consulting sessions. If you do not understand or do not accept this agreement, please do not access any of the Company’s proprietary materials. The Company reserves the right to modify the Terms at any time by sharing a notice by email to notify the Client. Your use of the Site and participation in the Program after the notice is posted indicates you agree to the changes.

In consideration of Client retaining the Company to join the Program, it is agreed as follows:

1. The Program Scope of Services

(a) The Program includes the following services:

Exclusive access to be a member of our small group beta cell, which is the only place this method is being revealed and taught right now.

5 modules of full video training. Step-by-step videos delivered weekly in your private portal. Learn the full process — from offer to ad launch to scaling — in a simple, clear way.

8 weeks of live private group mentorship calls with me where I will answer any questions you have and help you overcome any challenges.

Access to my private list of proven top "money maker" Pay Per Call offers you can immediately promote with confidence.

Private access to my "Million Dollar Swipe File" library of over 100 winning Pay Per Call ads in all the top niches.

Direct access to an invite-only Pay Per Call network that typically only approves 7-figure marketers. No applications, no gatekeeping — you're in.

Done-for-you landing pages and tracking setup to skyrocket your conversions and commissions.

Our secret scaling blueprint to grow to \$5,000/day, \$10,000/day, and beyond — broken down into a repeatable and proven process.

And, 6 Months of ongoing support, to make sure you have everything you need along the way.

(b) The Program must be utilized during the paid enrollment period by Client.

(c) Any additional services provided by the Company to the Client may require additional fees to be discussed and agreed upon by the parties.

(d) The Program is not therapy, counseling, or mental healthcare. The Company and consulting team are not functioning as licensed mental health professionals, and consulting is not intended as a replacement for counseling, psychiatric interventions, mental illness treatment, professional medical advice, financial assistance, legal counsel or other professional services.

2. Client Duties

(a) Compensation: In consideration for the Program provided by us to you as set forth above, Client agrees to pay Company the current program fee at the time of joining as a one lump sum payment or in recurring monthly installments that you agreed to at the time of purchase. You understand that you will not receive an invoice reminder for these payments. In the event that any authorized charge applied by us or your card fails, you remain responsible for payment as agreed herein, as well as any penalty fees as detailed in Section 2(b).

(b) Late payment fee. If any fee outlined in Section 2(a) remains unpaid on the 7th day following its due date, a penalty fee of ten percent (10%) of the payment will be assessed. We reserve the right to restrict your services, or terminate your participation in the Program unless and until all outstanding program fees and assessed penalties are paid in full.

(c) Payment Security and Chargebacks. To the extent that Client provides Company with Credit-Card(s) information for payment on Client's account, Company shall be authorized to charge Client's Credit Card(s) for any unpaid charges on the dates set forth herein. If a client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in advance.

(d) Tools to be Provided by You. You agree to provide all tools, information and documentation that may be required by us to effectively perform said responsibilities in connection with the Program.

(e) Additional Client Duties. You understand that your success in the program is dependent upon your level of participation in the Program. In order to get the most out of the Program, you must also work to implement the tools and strategies learned throughout the Program, and make considerable efforts toward the development of your business on your own time during the term of Program

(f) Services. You are responsible for requesting additional support from the Company, if needed.

3. TERMINATION FOR UNPROFESSIONALISM

We are committed to providing all Program participants with a positive experience. By joining the Program, you agree that the Company may, at its sole discretion, terminate this agreement, and limit, suspend, or terminate your participation in the Program without refund or forgiveness of remaining monthly payments if you become disruptive or difficult to work with, if you fail to follow the Program guidelines, including but not limited to violating the privacy and confidentiality of the participants or Company, or if you otherwise impair the participation of Program participants in the Program.

4. No Refunds

All payments made for Call Profit Accelerator™ are non-refundable.

Upon enrollment, you are granted immediate access to private training materials, exclusive mentorship, proprietary ad strategies, and connections to vetted Pay Per Call offers and networks. These resources cannot be “returned,” revoked, or “unlearned” once accessed.

By purchasing this program, you acknowledge and agree that:

You are making a final, non-refundable purchase.

You will not request a chargeback or dispute the payment.

You understand that results are not guaranteed and depend on your personal effort and implementation.

The Client understands that all payments made at the time of enrollment and purchase are non-refundable. There are no refunds on unused coaching. We are dedicating time and resources to guide you in building your business, which means we cannot get that time or those resources back, and we cannot dedicate those resources to anyone else.

5. No Guarantees

We do not have a money back guarantee. We make no guarantees other than that the services described in Section 1(a) shall be provided to you in accordance with the Terms. You acknowledge that we cannot guarantee any results of the Program as such outcomes are based on subjective factors (including, but not limited to, your participation) that cannot be controlled by us.

As such, the Client agrees that the Company consulting team is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Company consulting team.

6. Force Majeure

The Company is not liable for failure or delay in performance of the Company's obligations under this Agreement if such failure or delay in performance is as a result of causes and/or circumstances beyond the Company's reasonable control and without its fault or negligence, including but not limited to accident, illness, Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster) or of the public enemy, acts of war, acts of the government in its sovereign capacity, fires, floods, public health crisis, pandemics, epidemics, quarantine restrictions, unusually severe weather, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

Should any such occurrence impede or delay travel and execution of any obligation under this Agreement, every reasonable effort will be made by the Company to mitigate, modify or alter this Agreement as to meet the stated and agreed upon obligations. The

Company is not entitled to terminate this Agreement in such circumstances, except by mutual consent and agreement in writing pursuant to the Force Majeure provisions. If the Company asserts Force Majeure as an excuse for failure to perform the party's obligation, then the Company must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Company substantially fulfilled all non-excused obligations, and that the Client was timely notified of the likelihood or actual occurrence of an event described in this Section 6. Should Force Majeure render the need for Company's Services null and void, the Client agrees to terminate the contract amicably and bear their own expenses incurred to date unless otherwise indicated or specified.

7. Sickness and Ill Health

If our performance of any of our obligations under the Contract is prevented or delayed due to sickness or ill health or the sickness or ill health of any of our employees, agents or subcontractors, the Company shall inform the Client as soon as is reasonably practicable and such sickness or ill health shall constitute a Force Majeure Event for the purposes of section 6.

8. Photo & Video Release

By participating in the Program, Client understands that portions of the Program may be recorded in video and audio by the Program provider. Participants agree that the Program provider has the right and permission to make such recordings and share with the Company for the purpose of improving the Program.

9. Confidentiality

(a) Client Information: Any and all Client information and data of a confidential nature, including but not limited to any and all design, creative, marketing, sales, operating, performance, know how, business and process information (hereinafter referred to as "Confidential Information"), shall be treated by Company in the strictest confidence and not disclosed to third parties or used by Company for any purpose other than for providing Client with the services specified hereunder without Client's express written

consent, other than to comply with law. Confidential Information shall not include any information which (a) becomes available to the public through no breach of confidentiality by Company, (b) was in Company's possession prior to receipt from the disclosure, (c) is received by Company independently from a third party free to disclose such information, or (d) is independently developed by Company without use of the Client's Confidential Information.

(b) Company Information: Client agrees to keep confidential any Confidential Information, as defined in Section 9(a), shared by the Company in the Program. Any Confidential Information shared by Company, its employees or contractors is confidential, Proprietary, and belongs solely and exclusively to Company. Client agrees not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions or otherwise. Client agrees not to use such Confidential Information in any manner other than in discussion with other participants during the Program. Confidential Information shall not include information rightfully obtained from a third party. Client will keep Company's Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, loss and theft.

(c) Non-Disparagement: Client shall, during and after the participation in the Program refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Company, or any of Company's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

(d) Violations of Confidentiality: Client agrees that if Client violates or displays any likelihood of violating this Section 9 the Company and/or the other Program Participant(s) will be entitled to injunctive relief to prohibit any such confidentiality violations to protect against the harm of such violations.

(e) This Section 9 shall survive termination of the Contract.

10. Ownership of Intellectual Property

(a) IP Ownership: The Client agrees that the Company will share proprietary content (“Intellectual Property”) that is owned solely by the Company and/or its licensors and is protected by copyright, trademark, and any other applicable intellectual property laws. The Company retains the sole right to use, reproduce, and distribute the Intellectual Property throughout the world in any and all mediums. The Company grants the Client a license to use the Intellectual Property solely for the Client’s own noncommercial purposes. The Client agrees that it has no right to create derivatives of, share, reproduce, distribute, modify, translate, post, license, sell, loan or otherwise exploit the Intellectual Property, whether commercially or non-commercially, and acknowledges that doing so constitutes a violation of law. For the avoidance of doubt, The Client agrees not to create any derivative products, blog posts, websites, guides, worksheets, tool kits, videos, audio recordings, or the like based on the Company’s Intellectual Property or that in any way violate the Company’s Intellectual Property. Any registered or common law trademark, service mark, logo or tagline used in conjunction with the Program is property of the Company. The Client may not use such trademarks or service marks for any purpose except with written permission by the Company.

(b) No Resale of Services Permitted: The Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including course materials), use of the Program, or access to the Program. This agreement is not transferable or assignable without the Company’s prior written consent.

11. Limitation of Liability

(a) IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY TO THE CLIENT FOR ANY LOST INCOME OR JOB OR PROFIT, LOSS OF USE, PROFESSIONAL INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR

NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND

(b) IN NO EVENT SHALL THE COMPANY'S LIABILITY TO THE CLIENT EXCEED THE FEES PAID BY THE CLIENT UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.

(c) THE FOREGOING LIMITATIONS IN THIS SECTION 11 SHALL NOT APPLY TO A BREACH OF CONFIDENTIALITY BY A PARTY HEREUNDER OR THE OBLIGATIONS UNDER SECTIONS 6 AND 10.

12. Group Mentorship Session Procedures

The Program group mentorship sessions under this agreement will be primarily by GoToWebinar, Zoom, or another alternative video platform at a preset time and recorded for the Client to have access to and review as needed. By joining the Program you are agreeing to be recorded.

13. Effect of Headings

The subject headings of the sections and subsections of the Terms are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

14. Entire Agreement; Modification; Waiver

These Terms constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. The Company may at any time amend these Terms. Such amendments are effective immediately upon notice to you by us posting to the Site or e-mail. Any use of the Site or the Program by you after being notified means you accept these amendments. No waiver of any of the provisions of these Terms shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15. Assignment

These Terms and Conditions shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that Client may not assign any of its rights under these Terms, except to a wholly owned subsidiary entity of Client. No such assignment by Client to its wholly owned subsidiary shall relieve Client of any of its obligations or duties under these Terms.

16. Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Company agree to attempt to mediate in good faith for up to 90 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

17. Severability

If any term, provision, covenant, or condition of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the these Terms shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18. Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Arizona, without giving effect to any conflicts of laws provisions.

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